

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: Chapter 11
CAL DIVE INTERNATIONAL, INC., *et al.*,¹ Case No. 15-10458 (CSS)
Debtors. (Jointly Administered)
-----X Re: Docket No. 564

NOTICE OF FILING REVISED
PROPOSED ORDER AUTHORIZING
THE DEBTORS TO EMPLOY AND RETAIN HILCO
INDUSTRIAL, LLC AS EXCLUSIVE MARKETING AND
SALES AGENT FOR THE SALE OF CERTAIN EQUIPMENT AND
OTHER PERSONAL PROPERTY, NUNC PRO TUNC TO JUNE 8, 2015
AND MOTION FOR APPROVAL OF THE SALE OF SUCH PROPERTY

PLEASE TAKE NOTICE that, on July 2, 2015, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Application for Authorization to Employ and Retain Hilco Industrial, LLC as Exclusive Marketing and Sales Agent for the Sale of Certain Equipment and Other Personal Property, Nunc Pro Tunc to June 8, 2015 and Motion for Approval of the Sale of Such Property* [Docket No. 564] (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that pursuant to the notice filed with the Application, objections, if any, to the Application were to be filed and served by no later than July 17, 2015 at 4:00 p.m. (EDT) (the “**Objection Deadline**”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Cal Dive International, Inc. (0501), Cal Dive Offshore Contractors, Inc. (4878), Affiliated Marine Contractors, Inc. (8678), Fleet Pipeline Services, Inc. (2104), Gulf Offshore Construction, Inc. (2106), and CDI Renewables, LLC (4985). The Debtors’ corporate headquarters is at 2500 CityWest Boulevard, Suite 2200, Houston, TX 77042.



PLEASE TAKE FURTHER NOTICE that the Debtors received informal comments to the Application from the Office of the United States Trustee (the “**U.S. Trustee**”), which have been resolved by agreed language to be included in the proposed form of order. The Debtors received no other objections or responses to the Application, and no other objection or other responsive pleading to the Application has appeared on the Court’s docket in the above-captioned chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that the Debtors have revised the proposed form of order (the “**Revised Order**”) to incorporate the resolution with the U.S. Trustee. A copy of the Revised Order is attached hereto as Exhibit A. The Revised Order has been circulated to the U.S. Trustee. For the convenience of the Court and all parties in interest, a blackline of the Revised Order against the proposed form of order attached to the Application is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the Debtors intend to present the Revised Order to the Court at the hearing on the Application scheduled for **July 24, 2015 at 11:00 a.m. (Eastern Daylight Time)** before The Honorable Christopher S. Sontchi at the Court, 824 North Market Street, 5th Floor, Courtroom No. 6, Wilmington, Delaware, 19801.

Dated: July 22, 2015
Wilmington, Delaware

/s/ Rachel Biblo

RICHARDS, LAYTON & FINGER, P.A.

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Amanda R. Steele (No. 5530)
Rachel L. Biblo (No. 6012)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

O'MELVENY & MYERS LLP

George A. Davis (admitted *pro hac vice*)
Andrew M. Parlen (admitted *pro hac vice*)
Daniel S. Shamah (admitted *pro hac vice*)
Times Square Tower
Seven Times Square
New York, NY 10036
Telephone: (212) 326-2000
Facsimile: (212) 326-2061

Suzzanne S. Uhland (admitted *pro hac vice*)
Two Embarcadero Center
28th Floor
San Francisco, CA 94111
Telephone: (415) 984-8700
Facsimile: (415) 984-8701

Attorneys for the Debtors and Debtors in Possession

EXHIBIT A

Revised Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CAL DIVE INTERNATIONAL, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 15-10458 (CSS)
)
) (Jointly Administered)
)
)
) **Re: Docket Nos. 564 & 593**

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN
HILCO INDUSTRIAL, LLC AS EXCLUSIVE MARKETING AND SALES AGENT FOR
THE SALE OF CERTAIN PERSONAL PROPERTY, *NUNC PRO TUNC* TO JUNE 8,
2015 AND AUTHORIZING THE SALE OF SUCH PERSONAL PROPERTY**

Upon the motion (the “**Motion**”)² for entry of an order, pursuant to Bankruptcy Code section 327(a) and 328(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1 (i) authorizing the Debtors’ retention and employment of Hilco Industrial, LLC (“**Hilco**”) as exclusive marketing and sales agent for certain personal property (the “**Assets**”) of the Debtors’ located at 8200 Yacht Club Rd. Port Arthur, TX (the “**Port Arthur Yard**”), *nunc pro tunc* to June 8, 2015 and (ii) approving the sale of such assets pursuant to the procedures described below, as more fully set forth in the Motion; and upon due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Cal Dive International, Inc. (0501), Cal Dive Offshore Contractors, Inc. (4878), Affiliated Marine Contractors, Inc. (8678), Fleet Pipeline Services, Inc. (2104), Gulf Offshore Construction, Inc. (2106), and CDI Renewables, LLC (4985). The Debtors’ corporate headquarters is at 2500 CityWest Boulevard Suite 2200, Houston, TX 77042.

² Terms not otherwise defined herein shall have their respective meanings ascribed to them in the Motion.

Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Motion (the “**Hearing**”); and upon the Kaup Declaration submitted in support of the Motion and the record of the Hearing (if any was held), and all the proceedings had before the Court; and the Court having found and determined that Hilco and Dixon hold no interest adverse to the Debtors or their estates and that each is a “disinterested person,” as that term is defined in Bankruptcy Code section 101(14) and as required by Bankruptcy Code section 327; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and the legal and factual bases set forth in the Motion and at the Hearing (if any was held) having established just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The terms of the Marketing Agreement, attached hereto as Exhibit A, are approved and the Debtors are authorized to employ and retain Hilco as exclusive marketing and sales agent.
3. Hilco is authorized to act as the marketing and sales agent with respect to the Assets pursuant to the terms set forth in the Marketing Agreement; provided that the limitation on liability set forth in Section VI of the Marketing Agreement is not effective during these cases.
4. The Debtors are authorized to compensate Hilco in accordance with the terms and conditions set forth in the Marketing Agreement, including reimbursement of reasonable, documented out-of-pocket expenses in an amount not to exceed \$77,900; provided that Hilco must provide the Debtors, the Official Committee of Unsecured Creditors, and the U.S. Trustee with

documentation of, and an opportunity to object to, such expenses. Objections, if any, to the payment of Hilco's reasonable, documented out-of-pocket expenses must be filed with the Court and served so as actually received on or before 4:00 p.m. (prevailing Eastern Time) on the 14th day (or the next business day if such day is not a business day) following receipt of the expense documentation by (i) Hilco, c/o Hilco Global, 5 Revere Drive, Suite 206, Northbrook, IL 60062 (Attn: Eric Kaup, Email: EKaup@hilcoglobal.com; (ii) the Debtors, c/o Cal Dive International Inc., 2500 CityWest Boulevard, Suite 2200, Houston, TX 77042 (Attn: Lisa M. Buchanan; Email: lbuchanan@caldive.com); (iii) co-counsel to the Debtors, O'Melveny & Myers LLP, 7 Times Square, New York, New York 10036 (Attn: George A. Davis, Esq., and Andrew M. Parlen, Esq.; Email: gdavis@omm.com, aparlen@omm.com); and (iv) co-counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Mark D. Collins, Esq., and Michael J. Merchant, Esq.; Email: collins@rlf.com, merchant@RLF.com) (the "**Objection Notice Parties**").

5. The requirement to submit periodic fee applications pursuant to Bankruptcy Code sections 330 and 331 is waived, and Hilco shall not be required to keep records of time spent for professional services rendered in these chapter 11 cases.

6. Hilco must, upon completion of all the services under its engagement, file with the Court an accounting identifying the Assets sold and the amount of fees Hilco earned on account of each sale (the "**Sales and Compensation Report**"). Objections, if any, to Hilco's compensation must be filed and served on the Objection Notice Parties so as actually received on or before 4:00 p.m. (prevailing Eastern Time) on the 14th day (or the next business day if such day is not a business day) following service of the Sales and Compensation Report.

7. Notwithstanding anything to the contrary in the Marketing Agreement, the Debtors will have no obligation to indemnify Hilco, or provide contribution or reimbursement to Hilco, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Hilco's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Hilco's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Hilco should not receive indemnity, contribution, or reimbursement under the terms of the Marketing Agreement. All parties in interest shall retain the right to object to any demand by Hilco for indemnification, contribution or reimbursement.

8. The sale of the Assets is authorized and the Assets may be sold at an Auction without any further order of the Court.

9. Each purchaser of the Assets is required to confirm that it has not engaged in any collusion with respect to the bidding on, or sale of, the Assets.

10. All Assets sold at the Auction shall be sold free and clear of liens, claims and encumbrances, with any such liens, claims, encumbrances, or interests attaching to the sale proceeds thereof, in all cases without need for further order of this Court; provided, however, that the Debtors and Hilco may not complete the sale of the Assets to any "insider" (as such term is defined in Bankruptcy Code section 101 (31)) absent further order of the Court.

11. The Assets will be sold on an “as is” and “where is” basis, without any representations of any kind, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of the Assets.

12. Nothing in this Order or the Marketing Agreement excuses, limits, or otherwise modifies Hilco’s fiduciary duties to the Debtors.

13. Notice of the Motion as provided herein shall be deemed good and sufficient notice of the Motion.

14. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion

15. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

Wilmington, Delaware
Dated: July _____, 2015

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSET MARKETING AGREEMENT

This Asset Marketing Agreement (this "Agreement") effective as of the 8th day of June, 2015, by and between (i) Hilco Industrial, LLC ("Hilco"), and Cal Dive International, Inc. and Cal Dive Offshore Contractors, Inc. (together, the "Company") as debtors in possession under jointly administered case number 15-10458 pending before the U.S. Bankruptcy Court for the District of Delaware (such case, the "Bankruptcy Case" and such court, the "Bankruptcy Court"). Hilco is in the business of marketing and selling assets on behalf of its clients. The Company is the owner and possessor of certain assets and desires to engage Hilco as its exclusive agent to sell such assets as more fully described herein. Therefore, in consideration of the covenants contained herein, Hilco and the Company (individually, each "Party," and together, the "Parties") do hereby agree as follows:

I. Engagement and Agreement to Market Assets

A. The Company hereby engages Hilco as its exclusive marketing and sales agent, and Hilco hereby accepts such engagement, with respect to (but not limited to) certain assets identified in Exhibit 1 attached hereto and by this reference incorporated herein, other than those assets the Company has already entered into agreements to sell as of July 24, 2015 (the "Assets") located at 8200 Yacht Club Rd Port Arthur, TX (the "Location").

B. For purposes of selling the Assets, Hilco shall conduct a global webcast auction sale and such other sale strategies as the Parties mutually agree.

II. Exclusivity

In order to permit successful marketing and sale of the Assets, the Company grants to Hilco the exclusive right to sell the Assets for a period beginning on the date hereof (the "Commencement Date") and continuing until the earlier of (a) the date that is 75 days from the Commencement Date and (b) the date on which the Assets are removed from the Location (such period, the "Term"). The Company acknowledges that Hilco or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. All inquiries regarding the Assets made to the Company, its representatives or related parties to the Company, shall be redirected to Hilco.

III. Method of Sale and Certain Covenants

- A. In connection with the services to be provided by Hilco hereunder, Hilco will:
- (i) develop an advertising and marketing plan for the sale of the Assets;
 - (ii) implement the advertising and marketing plan as deemed necessary or appropriate by Hilco to maximize the net recovery on the Assets;
 - (iii) prepare for the sale of the Assets, including gathering specifications and photographs for pictorial brochures and directing the Company's personnel

to arrange the Assets in a manner, which in Hilco's judgment would be designed to enhance the net recovery on the Assets;

- (iv) provide fully qualified and experienced personnel who will prepare for and sell the Assets in accordance with the terms of this Agreement;
- (v) provide a complete auction crew to handle computerized accounting functions necessary to provide auction buyers with invoices and the Company with a complete accounting of all Assets sold at the auction
- (vi) sell the Assets for cash or other immediately available funds at an amount determined in Hilco's discretion, in consultation with the Company and its advisors, to the highest bidder(s) on an "AS IS," "WHERE IS" and "all sales are final" basis, pursuant to a form bill of sale agreed by the Company and Hilco and in accordance with the terms of this Agreement with no reserves;
- (vii) charge and collect on behalf of Company from all purchasers any purchase price together with all applicable taxes in connection therewith;
- (viii) deposit all collected Gross Proceeds into a separate client trust account (the "Client Account") maintained by Hilco and remit such to the Company by transferring them an account maintained by the Company (less any amounts due to Hilco hereunder) within fifteen (15) days after the sale of each Asset. "Gross Proceeds" shall be defined as cumulative collected gross receipts from the sale of the Assets, exclusive of sales taxes and buyer's premiums; and
- (ix) submit an initial sales report to the Company within fourteen (14) days after the sale of the Assets and a final complete sales report to the Company within fourteen days after the end of the Term.

B. In connection with the services to be provided by Hilco hereunder, Company will:

- (i) provide qualified personnel to arrange and prepare the Assets for sale; and
- (ii) provide qualified personnel to oversee the removal of the Assets from the Location once sold.

C. In connection with the services to be provided by Hilco hereunder, the Company hereby grants to Hilco the following rights and authority subject to the terms and conditions of this Agreement:

- (i) The Company hereby grants Hilco a license to use the name "Cal Dive International" and similar derivations in all of its advertising and promotional activities related to this Agreement. Hilco's license to use such name shall continue until the end of the Term of this Agreement.

- (ii) The Company hereby grants Hilco a license to allow Hilco to enter and use the Location. Specifically, Hilco shall have the right to enter and use the Location during the Term solely for the purposes of performing its obligations under this Agreement, including (without limitation) taking photographs and preparing the marketing material for the Assets, and selling and overseeing the removal of the Assets. Hilco will use the Location as licensee and shall not be obligated to pay any rent, taxes, utilities, or other charges therefore. The Company agrees to continue to provide and pay for all utilities during the course of Hilco's use. The Company agrees to maintain and bear the cost of any existing security personnel on the Location during the term of this Agreement. The Company acknowledges that Hilco is not an insurer of the Company's personal property. Hilco shall have the right to abandon at the Location any Asset not sold.
- (iii) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at the Location or in the Assets or obtaining or maintaining any Environmental Permits. The Company shall be responsible for ensuring that the Company possesses and is in compliance with all Environmental Permits that are required for the operation of the Company's business. As used in this Agreement, "Environmental Laws" means all federal, state and local statutes, regulations, ordinances, rules, regulations and policies, all court orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever; and "Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents which are required under or are issued pursuant to Environmental Laws.
- (iv) The Company acknowledges that with respect to any export transaction involving any of the Assets sold hereunder, and unless the Company and purchaser agree otherwise, the Company shall be the United States principal party in interest. Accordingly, the Company authorizes Hilco to provide the Company's federal employer identification number ('EIN') to purchasers, their agents, customs officials or similar parties for the purposes of completing a Shipper's Export Declaration form or any documentation necessary to facilitate the respective purchaser's export of the purchased Assets.

IV. Commission Payable to Hilco; Expense Reimbursement

A. In consideration of its performance of Services and its obligations hereunder, Hilco shall be entitled to charge and receive for its own account an industry standard buyer's premium in connection with the sale of the Assets of sixteen percent (16%) for Assets that are sold or

auctioned (the "Buyer's Premium"). For purposes of clarification, each Buyer's Premium is a fee charged in addition to the sale price and is paid by the buyer of the Asset(s). All Buyers' Premiums shall be withheld by Hilco upon collection of proceeds from applicable buyer(s). The Company shall be entitled to receive portions of the collected Buyers' Premiums in accordance with the following schedule:

Gross Proceeds	Portion to Company	Net to Hilco
\$0.00 to \$2,000,000	0%	16%
\$2,000,001 to \$4,000,000	1%	15%
\$4,000,001 to \$6,000,000	2%	14%
\$6,000,001 to \$8,000,000	4%	12%
\$8,000,001 to \$10,000,000	7.5%	8.5%
\$10,000,001 and over	2.5%	13.5%

In addition to the foregoing, if Gross Proceeds do not exceed \$4 million, Hilco shall be paid an additional fee of \$100,000 from the proceeds of the sale of the Assets.

B. Hilco shall advance and shall be entitled to reimbursement by the Company for all Expenses regardless whether or not any Assets are sold, provided that the Expenses shall not exceed \$77,900 without the Company's prior consent. "Expenses" mean out-of-pocket expenses incurred by Hilco in connection with Hilco's performance of its services hereunder, including, but not limited to, advertising, promotion and sales costs, lodging, travel, labor associated with project management oversight, labor and other costs and expenses associated with previewing and removing the Assets, and other miscellaneous costs and expenses. The Company agrees that all Expenses may be withheld from Gross Proceeds of the sale of any Assets.

C. Within ten (10) calendar days after expiration of the Term or earlier termination of this Agreement, Hilco may provide the Company with a list of third parties (each, a "Prospect") that Hilco has engaged in negotiations with respect to the Assets covered hereunder; provided, however, that a Prospect shall not include any party identified by the Company to Hilco as of the date of this Agreement as having been previously contacted by the Company in connection with the potential sale of any Assets. If Hilco provides a Prospect list and within one hundred and eighty (180) days after the expiration of the Term of this Agreement or earlier termination (if applicable), the Company and one or more Prospects should enter into one or more written agreements to purchase all or any portion of the Assets, Hilco shall be entitled to fee(s) calculated in accordance with the terms of this Agreement. Each fee shall be paid by the Company to Hilco within five (5) business days after applicable closing between the Company and each Prospect.

V. Representations and Covenants of the Company and Hilco

A. The Company represents and warrants to Hilco and covenants that, subject to and upon approval by order of the Bankruptcy Court of this Agreement: (i) the Company has all legal right and authority to sell the Assets, (ii) the Company has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Company to enter into and deliver the Agreement and to perform its obligations under the Agreement, (iii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Company's consummation of, the transactions contemplated by this Agreement, (iv) Company has the authority to grant the license to Hilco to utilize the Location and to use the name "Cal Dive International" as provided for under this Agreement, and (v) all Assets are free and clear of all liens, claims, and encumbrances of any kind whatsoever, provided that the Company obtains requisite consents from its secured lenders. The Company further represents and warrants to Hilco that (x) Hilco shall have access to the Assets and the Location in accordance with this agreement and (y) the Asset representations and descriptions on Exhibit A are accurate, true and complete.. The Company further represents and warrants to Hilco that any amounts due and payable hereunder shall be free and clear of any liens, claims, or encumbrances of any kind whatsoever.

B. Hilco represents and warrants to Company that (i) Hilco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) Hilco has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Hilco to enter into and deliver the Agreement and to perform its obligations under the Agreement.

VI. Indemnification

A. Hilco understands that the Assets will be sold AS IS and WHERE IS, and the Company does not make any representations or warranties with respect to the Assets, except for specifically stated under Section V of this Agreement. The Company hereby agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to (i) the Company's breach of any of its obligations, representations and warranties hereunder, (ii) its performance or failure to perform hereunder, or (iii) the Company's failure to pay any personal property taxes associated with the Assets. The Company further agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to the demonstration and sale of the Assets or any inaccurate statements or representations concerning the Assets made by the Company to Hilco. In addition, the Company hereby agrees to defend, indemnify and hold Hilco harmless from any and all claims, losses, damages and liabilities of any kind whatsoever which arise from or are in connection with any hazardous chemicals, solvents or substances found at the Location or in the Assets, Environmental Laws or Environmental Permits.

B. Hilco hereby agrees to indemnify and hold the Company harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) by any buyer or prospective buyer of the Assets based on Hilco's breach of any of its obligations, representations or warranties hereunder or its performance or failure to perform hereunder.

C. To the fullest extent permitted by law, Hilco agrees to release, defend, indemnify and hold harmless Company and its employees, agents, consultants, officers and directors, other contractors and vessels owned, operated and/or chartered by Company (hereinafter collectively referred to as the "Company Protected Parties") and their respective insurers, from and against all claims, lawsuits, loss, damage, costs and expenses (including, without limitation, contractual defense and indemnity claims and defense costs and attorney fees) of any kind or character for illness, injury or death of employees, servants, agents, consultants, invitees or representatives of Hilco and for loss of or damage to property of Hilco and its employees, servants, agents, consultants, invitees or representatives, arising out of or attributable to, directly or indirectly, the presence by any such persons or parties on or around Hilco-owned or operated platforms or premises in connection with projects for customers for whom Company is contracted to perform services and/or supply goods (the "Project") or for any other agreed purpose, EVEN IF SAID CLAIMS ALLEGEDLY OR ACTUALLY ARISE SOLELY OR PARTIALLY FROM NEGLIGENCE (INCLUDING SOLE, JOINT, GROSS, CONCURRENT, ACTIVE OR PASSIVE), STRICT LIABILITY, PRODUCTS LIABILITY, UNSEAWORTHINESS OF ANY VESSEL AND/OR UNAIRWORTHINESS OF ANY AIRCRAFT ATTRIBUTABLE TO THE COMPANY PROTECTED PARTIES.

Hilco agrees to maintain at a minimum Comprehensive General Liability Insurance with limits of liability sufficient to cover the contractual defense and indemnity obligations assumed by Hilco under this Agreement. Said insurance shall name the Company Protected Parties as additional assureds solely as respects claims for which Hilco owes contractual defense and indemnity to the Company Protected Parties under this Agreement.

To the fullest extent permitted by law, the Company agrees to release, defend, indemnify and hold harmless Hilco and its joint venture partners and their employees, agents, consultants, managers, officers and directors (hereinafter collectively referred to as the "Hilco Protected Parties") and their respective insurers, from and against all claims, lawsuits, loss, damage, costs and expenses (including, without limitation, contractual defense and indemnity claims and defense costs and attorney fees) of any kind or character for illness, injury or death of employees, servants, agents, consultants, invitees or representatives of the Company, and for loss of or damage to property of the Company and its employees, servants, agents or representatives, arising out of or attributable to, directly or indirectly, the presence by any such persons or parties on or around the Company-owned or operated vessels or premises in connection with the Project or for any other agreed purpose, EVEN IF SAID CLAIMS ALLEGEDLY OR ACTUALLY ARISE SOLELY OR PARTIALLY FROM NEGLIGENCE (INCLUDING SOLE, JOINT, GROSS, CONCURRENT, ACTIVE OR PASSIVE), STRICT LIABILITY, PRODUCTS LIABILITY, UNSEAWORTHINESS OF ANY VESSEL AND/OR UNAIRWORTHINESS OF ANY AIRCRAFT ATTRIBUTABLE TO THE HILCO PROTECTED PARTIES.

The Company agrees to maintain at a minimum Comprehensive General Liability Insurance with limits of liability sufficient to cover the contractual defense and indemnity obligations assumed by the Company under this Access Agreement. Said insurance shall name the Hilco Protected Parties as additional assureds solely as respects claims for which the Company owes contractual defense and indemnity to the Hilco Protected Parties under this Access Agreement.

IN CONNECTION WITH THE ACCESS CONTEMPLATED BY THIS ACCESS AGREEMENT, NEITHER COMPANY NOR HILCO SHALL BE LIABLE TO THE OTHER (AND THEIR RESPECTIVE PROTECTED PARTIES) FOR ANY CONSEQUENTIAL, INDIRECT OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, OR LOSS OF REVENUE, WHENEVER ARISING UNDER THIS AGREEMENT OR AS A RESULT OF RELATING TO OR IN CONNECTION WITH THE ACCESS PROVIDED HEREUNDER, AND NO CLAIM SHALL BE MADE BY EITHER COMPANY OR HILCO AGAINST THE OTHER WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, UNSEAWORTHINESS, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, STATUTE, STRICT LIABILITY OR OTHERWISE.

VII. Insurance

The Company agrees to procure and maintain, during the Term of this Agreement, fire and other perils insurance in appropriate amounts in respect of all Assets until sold and removed from the Location.

VIII. Personal Property Taxes

Hilco shall not be responsible or liable for the payment of any personal property taxes associated with the Assets. Prior to distribution the any proceeds from the sale of the Assets to the Company, the Company hereby agrees to provide Hilco with evidence of payment of all personal property taxes associated with the Assets in a form reasonably satisfactory to Hilco in its discretion. To the extent any personal property taxes remain unpaid, the Company hereby authorizes Hilco, without any liability to the Company whatsoever, to (i) remit payment for any personal property taxes to applicable taxing authorities from the proceeds remaining from the sale of the Assets after payment of any and all amounts due to Hilco under this Agreement or (ii) retain the proceeds pending payment of the personal property taxes, provided that Hilco receives evidence of payment in a form reasonably satisfactory to Hilco in which case Hilco shall thereafter remit the proceeds (less all amounts payable to Hilco under this Agreement) to the Company.

IX. General Provisions

A. Hilco shall not subcontract the whole of its obligations under this Agreement, but shall be permitted to utilize independent contractors and subcontractors for performing various obligations, including (without limitation) as part of the auction crew and overseeing the removal of the Assets.

B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

C. Hilco shall be entitled to compensation for services rendered under this Agreement and this Agreement shall be binding upon the Company or any successor or assignee.

D. The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco has not guaranteed the Company any return from the sale of the Assets.

E. The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform its duties and earn the benefits of this Agreement.

F. TECHNOLOGY DISCLAIMER: HILCO DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN ANY WEBSITE USED IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH ANY SUCH WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

G. The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour nor maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Hilco represents and warrants that it has the expertise in performing the services under this Agreement.

H. Any correspondence or required notice shall be addressed as follows:

If to Hilco: Hilco Industrial, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Tel.: (847) 509-1100
Fax: (847) 897-0868
Email: ifredericks@hilcotrading.com
Attn: Ian S. Fredericks

If to the Company: _____

Tel.: _____
Fax: _____
Email: _____
Attn: _____

I. This Agreement shall be deemed drafted by the parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

J. By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

K. The Company shall provide Hilco with:

- all reasonably requested Asset information to the extent in the Company's possession;
- titles, if applicable, to all of the Assets; and
- information on prospect interest and evidence of all Asset inquiries, to the extent that the Company has such information and evidence.

L. This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

M. This Agreement creates no third-party beneficiaries.

N. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law's provisions.

O. Hilco recognizes that it may come into possession of information relating to the business of the Company that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). Hilco shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose, and shall cause its employee, agents, directors, and other representatives to hold confidential all Confidential Information. Upon the Company's request, all such information shall be returned to the Company in any physical medium. Confidential Information shall not include information that is or becomes publicly available through no wrongful act of the Hilco, is furnished to others by the Company without similar restrictions on their right to use or disclose, is known by Hilco without any proprietary restrictions at the time of receipt of such information from the Company or becomes rightfully known to Hilco without proprietary restrictions from a source other than the Company or is independently developed by Hilco by persons who did not have access, directly or indirectly, to the Confidential Information.

X. Miscellaneous

This Agreement may not be transferred or assigned without the express written consent of the other Parties, provided that Hilco shall be permitted to contract with Dixon Marine Services for their industry-related expertise and to identify potential buyers of the Assets. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Agreement. The Parties hereto are acting as independent contractors and nothing contained herein shall be deemed to create any other type of partnership, joint venturer or other relationship. This Agreement may not be modified or amended except by an instrument in writing executed by an authorized representative of each party to this Agreement.

If any part or subpart of this agreement is found or held to be invalid, that invalidity shall not affect the enforceability and binding nature of any other part of this agreement. No Party shall be considered in default hereunder to the extent that performance by such Party is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

*

*

*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

CAL DIVE INTERNATIONAL, INC.

HILCO INDUSTRIAL, LLC

By:

Title:

Date: _____

By: Ian S. Fredericks

Title: VP & Assistant General Counsel,
Managing Member

Date: _____

CAL DIVE OFFSHORE CONTRACTORS, INC.

By:

Title:

Date: _____

EXHIBIT 1

ASSETS

Qty	Description
1	4-Man Saturation Dive System; #05 Complete System Consisting of Sat Living Chamber, Sat Dive Bell, SAT 5 Dive & Sat Control in 20x8 Container, Sat 5 ECU, Divers Hot Water & Reclaim Container, Sat 5 Main Hydraulics Package Container, Sat 5 HRC Chamber, Sat 5 Spare Parts Conex with Haskel Gas Transfer Pumps, Bell Clump Weight, (2) Bell Umbilicals, Bell Umbilical basket, (2) White Stores Containers 10' (Contains (6) HW Suits-DUI Suits, (8) Comex Pro Lung Powered Scrubbers & Misc Spares), Stores Container 5' (Contains Misc Hoses & Whips), (2) Electric air compressors c/w receivers
1	4-Man Saturation Dive System; #07 Components Consisting of 4 Man Living Chamber, TUP & Dive Bell Skid, HRC, Bell
1	4-Man Saturation Dive System; #11 Complete System Consisting of Sat 11 G1 Connex Box - Stores / workshop container, Sat 11 G2 Connex Box - Rigging / stores container, HRC - Sat 11 Emergency Life Boat, SAT TUP Chamber (Transfer Under Pressure), SAT Dive Bell, SAT Living Chamber, SAT Chamber Trunk, Top Side Air powered Reclaim System, (2) Diesel Powered Hot Water Units, Sat Living Chamber and Bell Control Room, Containerised Diver Gas Reclaim Package - electric, (2) Sat System Waste Containers, Misc Lift Bags & Rigging, Misc Tools & Spares, (3) Davits with Hydraulic Powered Sheeves, Emergency Generator with Electrical and Hydraulic Systems - containerized, Containerised Hot Water ECU (Environmental Control Unit) package, Hydraulic Bell Umbilical Reel (Includes Powered Hydraulic Bell Umbilical Reel, Skid & Controls, Bell Umbilical), Containerised workshop, (2) 6 X 6 Jet Pump skids, Working Air Compressor, Diving stores container, Hydraulic jet hose umbilical Reel (Including Powered Hydraulic Tool Umbilical Reel, Skid & Controls), Jetting Hose Umbilical, Diesel Powered Hydraulic Unit, Bell launch & recovery A-frame & skid, Access Frame, Half-height open container c/w air receivers & controls, Half-height open container, Bell clump weight, HRC skid
1	Saturation Dive System; #12/18 Components Consisting of Dive Bell LARS (Ex Sat 12) Caley LARS and bell 'Top-Hat' (Blue), Dive Bell LARS (Ex Sat 18) Caley LARS (White), Dive Bell Skid/Pad Yellow skid, Dive Bell Skid/Pad Black skid sections, Dive Bell Winch, Installation Skid/Platform for Control Rooms, Dive Bell (2 man), 9 Man Living Chamber, -HPU - for handling systems
1	Saturation Dive System; #16- Components Consisting of Dive & Sat control container, 4 man main living chamber, HRC / Living Chamber, Bell winch skid, Bell Umbilical & basket (Includes Bell umbilical, Bell umbilical basket), Gas Transfer Compressor in 8x10 Container, Electric Reclaim - containerised, + Haskel Air Transfer, Transfer Lock Chamber, Diving Bell, Bell winch (Caley), LARS Hydraulic power pack - containerized, Compressor & reclaim container, Bell stage, Bell clump weight, Bell clamp, (3) LARS Frameworks, Workshop container, Diver HW, Potable water & 2x CMU container, Dive & Sat control container, LARS Hydraulic powerpack
1	Saturation Dive System; TSS-3 Components consisting of Sat Dive Bell, 4 Man Living Chamber, 2 Man Come Out Chamber with Bell Skid
1	Saturation Dive System; TSS-5 Components consisting of Bell, 4 Man Living Chamber, 2 Man Come Out Chamber with Bell Skid

Qty	Description
1	Saturation IO-Air Dive System; Components consisting of (2) Transfer Under Pressure Chambers, 2 man come out chamber, 4 Man Living Chamber, 5 Man Living Chamber
5	Main (Bell) Diving Umbilicals
1	Bell and Sat Chamber Control Room
1	Dynocon Winch, Lars and Subsea Hydraulic Power Pack
1	Gas Transfer Compressor
2	6 Gas Kelly Tubes; 354 cu/ft in frame
6	Kelly Tubes; Full Length In Frame
6	Kelly Tubes; Full Length in Frame
8	Kelly Tubes; Full Length In Frame
2	480v 150kw Sat Emergency Generators
1	Bell Winch
1	Blue Hydraulic Winch; for Bell LARS
2	8' x 10' Containers of Remote (Fly-away) Life Support Packages
4	Hot Water Unit Units; Diver Hot water; Diesel Powered
1	8' x 20' Container of Life Support Package
1	Divex Electric Divers Hot water Diving Equipment; PC11-DS-027
1	Kinergetics Inc. ECU ; PC11-DS-028
1	CDI ECU ; PC11-DS-029
2	Cortland Fibron Surface Standby Diver 180' Umbilicals; PC11-DS-030
10	Cortland Fibron Saturation Diver 180'-200' Umbilicals; PC11-DS-031
1	Alpha Rentals Divers Hot Water ; PC11-DS-033
1	Gasmizer Reclaim Unit; PC11-DS-034
1	(Sliprings) - Gas Swivel Umbilical; Includes (5) 9Pass Umbilical Swivel - Gas "Umbilical Hose Slip Ring" NPT and SAE Threads, PC11-DS-035
1	Swivel - Electric Umbilical; Includes (5) Umbilical Swivel (Slipring) - MacArtney (MOOG Company Group) Electric "Electric Slip Ring", PC11-DS-036
1	8" Diameter Double Pass Heater; /Cooler for ECU; 3/8" TubesPC11-DS-037
1	Divex Reclaim Bell Panel - complete set
1	Divex Bell Reclaim System equipment
1	Divex Gas Miser control console without electric controls
1	Divex Gas Miser control console with electric controls

Qty	Description
50	Divers HW Suits ; New - unused (6), Very good condition (10), Moderate condition (25), Poor condition (10)
1	Divex Mara Panel
1	Surface dive control - Hyperbaric Chamber
1	5120 Diesel Dive Compressor
1	Model 320 Diesel Dive Compressor
1	Surface Dive Stage Basket
4	Surface LARS
1	Surface LARS ; and Basket
2	Model 5120 Electric Compressors
1	Surface Diving Nitrox Van
2	Dive Stage Baskets
1	Model 5120 Electric Dive Compressor
1	Model 5120 Electric Surface Dive Compressor
1	Free-standing Air Dive Chamber
1	Container of Diving Equipment; Consisting of Fuel hose, pallet jack, Air Haskel Reclaim system parts, washer & dryer, Electric Hot Water Unit-Divers, (6) dive hoses, (2) Helipure systems, Accumulator Bottle, PC11-C-001
1	Lot of Diving Equipment; Consisting of Shop air compressor, 300 Amp electric welding machine, (2) manual pipe benders, pallet of SS bolts and fittings, (2) refrigerators, PC11-C-002
1	Diving Equipment; Consisting of Sat system spares, (3) hot water suits, load cells, radios, gauges, PC11-C-003
1	Diving Equipment; Consisting of Ship yard dry dock tools and spare parts, PC11-C-004
1	Container of Diving Equipment; Consisting of Dry dock ship yard tools, Dive radios, reclaim towers, miter saw, PA system, VHF radios, Electrical parts, crimper box, sonic cleaner, PC11-C-005
1	Container of Diving Equipment; Consisting of Dry dock tools, hydro pump, tool box, bell bottom door, power cables for SAT system hook ups, Synflex hose, ladder, misc hand tools, PC11-C-006
1	Container of Diving Equipment; Consisting of Cal Diver I chamber panel, blender panel, korken reclaim comp. package, Gasmizer reclaim panel, SAT 14 chamber panel, PC11-C-007
1	Container of Diving Equipment; Consisting of SAT spares warehouse container, PC11-C-008
1	Container of Diving Equipment; Consisting of Scrubber canisters, air manifolds, stands, hot water tanks, bail out bottles, Synflex hose, piping and square tubing, PC11-C-009
1	Container loaded with Diving Equipment; Consisting of Gauges (\$4K), shop air compressor, electrical panels, mineral wool, lights, SAT panel, Reclaim Spares - 651 compressor, (9) MSC-300 for ECU, 325 Dive Air Compressor, Air Haskel Pump, Various pressure gauges, 20ft Shipping container (ex-Maersk)
1	Container of Diving Equipment; Consisting of Synflex hose, wires, organization containers, PC11-C-011

Qty	Description
1	Container of Diving Equipment; Consisting of Sand blaster, dive hat parts, Sat system spares, PC11-C-012
1	Container of Diving Equipment; Consisting of Broussard Warehouse - Inv connex #2, PC11-C-013
1	Container of Diving Equipment; Consisting of Warehouse #3-Broussard, PC11-C-014
1	Container of Diving Equipment; Consisting of Electric HPU, Analyzer, Chamber dollies, Welding machine, 10K scale, misc, PC11-C-015
1	Container of Diving Equipment; Consisting of Bail out bottles, Analyzer, office supplies, archive paperwork, gauges, meters, scales, shelves, PC11-C-016
1	Container of Diving Equipment; Consisting of Shelves Wood, PC11-C-017
1	Container with DDC and Panel ; Surface Chamber and Panel, Consisting of 60" twinlock air decompression chamber, Control panel for DDC, Blue shipping container
1	ECU Van Container; ECU Van, Diver hot water, Consisting of White painted shipping container with '19' spray painted on door in red, ECU boiler unit, ECU circulating pumps, ECU control panel, American Industrial Heat exchangers
1	SAT Tech Van ; Consisting of Blue painted shipping container with '20' spray painted on frame in white, Misc hose connectors and couplings, Misc pressure gauges, Misc pipe fittings, Work bench, vice, grinder, and other misc hand tools
1	Container of Diving Equipment; Consisting of SAT parts and equipment, PC11-C-021
1	Container of Diving Equipment; Containing a Box of survival suits, PC11-C-022
1	Container of Diving Equipment; Consisting of Fabrication materials, PC11-C-023
1	Container of Diving Equipment; Consisting of Bead blaster, Dive radios, PC11-C-024
1	Container of Diving Equipment; Includes Blue painted shipping container with '25' spray painted on frame in white, Decompression chamber and control for Diver 1, 2, and standby diver, (25) Hot water suits, (25) Survival suits, Divers umbilical
1	Container of Diving Equipment; Consisting of Surface dive support van, (2) 5120 air compressors, volume tank, Air compressor, PC11-C-026
1	Container of Diving Equipment; Consisting of Misc. Spares, Gloves, Hoses, PC11-C-027
1	Container of Diving Equipment; Consisting of Tube adaptor for chambers, spool press for chambers, PC11-C-028

Qty	Description
1	Container of Diving Equipment; Container with misc diving equipment including Red/orange painted shipping container with '29' spray painted on frame in red, (7) DiveX HCU, (15) Canisters, (17) Scrubber assemblies, (25) Double hose, Diver chill water unit (IUC), (7) Birns 4132 general area chamber light, (4) Birns 1" NPT Electrical penetrator, (8) Tescomm Regulator, Exterior bell water trap, Electric diver hot water unit (IUC)
1	Container of Diving Equipment; Consisting of SAT Electrical spares box, breakers, Electric motors, PC11-C-030
1	Container of Diving Equipment; Consisting of Haskel reclaim, LSP panel, MV bell panel, PC11-C-031
1	Container of Diving Equipment; Consisting of Hydro power shiv, directional shiv, drop weight, level wind, PC11-C-032
1	Container of Diving Equipment; Consisting of Surface rigging box, hammer wrench, torch, come-a-long, grinders, PC11-C-033
1	Container of Diving Equipment; Consisting of Blender tanks, volume tank, Mixer, Haskel pump, SAT, PC11-C-034
1	Container of Diving Equipment; Consisting of Bail outs, refrigeration repair equipment, divers AC, PC11-C-035
1	Container with 3x ECUs ; Consistng of Blue painted shipping container with '36' spray painted on door in yellow, Divex ECU
1	Container of Diving Equipment; Consisting of ECU, hot water unit, Regen. Pots, PC11-C-037
1	Container with electric divers gas reclaim unit ; Consisting of Blue painted shipping container, LP bulkhead reprocessing unit, HP bulkhead reprocessing unit, Electric gas booster, 10 bottles pack WP 1500 PSI TP 2250 PSI, Umbilical on wooden reel
1	Container of Diving Equipment; Consisting of SAT spares, transformers, lights, Electric motors, PC11-C-040
1	Container of Diving Equipment; Consisting of Rigging, Electric Cords-Hook Ups, PC11-C-041
1	Container of Diving Equipment; Consisting of Sat system spares, Survival suits, lights, scrubbing canisters, motors for scrubbing units, bail out harness, junction boxes, PC11-C-042
1	Container Loaded with Miscellaneous Diving Equipment; Compressors, hot water units etc, Consisting of Beige shipping container with '44' spray painted on door in black, 325 compressors, Divex Domestic/Sanitary hot water unit, AC unit, Scrap gas transferers
1	Container Loaded with Miscellaneous Diving Equipment; Hoses, umbilicals, etc, Consisting of Blue shipping container with '45' spray painted on door in yellow, Various hoses, Surface umbilicals, Synflex hose, Various portable lights, Lexmar panel

Qty	Description
1	Container Loaded with Miscellaneous Diving Equipment; Divers video cable, hot water suits, radio, analyzer etc., Consisting of Blue shipping container with '46' spray painted on door in yellow, Divers video cables, Hot water suits, Analyzer, Portable divers radio
1	Container of Diving Equipment; Consisting of air manifolds, Haskel parts, EDU parts, wiring, hydro valves, bolts, PC11-C-047
1	Container of Diving Equipment; Consisting of Work shop van, shelves, tool box, PC11-C-048
1	Container of Diving Equipment; Consisting of Korken reclaim system, scrap and spares, PC11-C-049
1	Container of Diving Equipment; Consisting of (2) Divex boxes, (2) electric reclaim systems, PC11-C-050
1	Container of Diving Equipment; Consisting of SAT support, bibs, Hot water suits, linens, PC11-C-051
1	Container loaded with overhead hoist and welding machines ; Consisting of Beige shipping container with '52' spray painted on door in black, 5-ton overhead electric hoist, Welding machine
1	Container of Diving Equipment; Consisting of SAT support, sodasorb, wiring, PC11-C-053
1	Container loaded with misc equipment ; Consisting of White shipping container with '54' spray painted on door in black, Mill, Lathe, Bead blaster
1	Container loaded with HPU system ; HPU from SAT12/18, Consisting of Blue shipping container with '55' spray painted on door in yellow, HPU
1	Container of Diving Equipment; Consisting of Interior scrubber unit, SAT chamber equipment, PC11-C-056
1	Container of Diving Equipment; Consisting of (2) 1 3/4 twin hydro hoses, PC11-C-057
1	Container - PC11-C-058-Yard Material ; Consisting of Fuel Hose, Drums of Cooking Oil
1	Container - PC11-C-059-Jet Hose ; Consisting of Spare 6" Jet Hose, 1000 psi Thermoid (4) 100' sections
1	Container - PC11-C-060-Jet Hose ; Consisting of (4) Spare 6" Jet Hoses
1	Container - PC11-C-061-Electrical ; Consisting of Electrical spares, wire connectors, wire panels
1	Container - PC11-C-062-Empty container
1	Container - PC11-C-063-Miscellaneous ; Consisting of (2) Generators - scrap, Remico Tensioner pads for LS, Pallet of shackles
1	Container - PC11-C-064-Rigging ; Consisting of Wire rope slings 1 1/2 - 1 1/4 (no certs), Scrap container
1	Container - PC11-C-065-Miscellaneous ; Consisting of Anchor winch brake flange, misc. hoses

Qty	Description
1	Container - PC11-C-066-Miscellaneous ; Consisting of (3) pallets of shrink sleeves, (1) pallet of welding rods, anchor winch heat exchanger spares on the LS
1	Container - PC11-C-067-Rigging ; Consisting of Slings, tow bridal for plow
1	Container - PC11-C-068-Miscellaneous ; Consisting of (3) pallets of shrink sleeves, (2) pallets of flanges, (1) pallet of ERS
1	Container - PC11-C-069-Plow Components ; Consisting of Plow components, panels, hydraulics
1	Container - PC11-C-070-Plow Components ; Consisting of Plow tool box, plow spares
1	Container - PC11-C-071-Miscellaneous ; Consisting of Tensioner pads for Leon tensioner
1	Container - PC11-C-072-Yard Rigging
1	Container - PC11-C-073-Oil Boom ; Consisting of Oil Boom Cleanup
1	Container - PC11-C-074-Oil Boom ; Consisting of Oil Boom Cleanup
1	Container - PC11-C-075-Miscellaneous ; Consisting of Hoses-6" suction hose, scrap valves, wood for hurricane prevention
1	Container - PC11-C-076-Yard Material
1	Container - PC11-C-077-Yard Rigging
1	Container - PC11-C-078-Paperwork ; Consisting of Paperwork-pallets and filing cabinets
1	Container - PC11-C-079-Office Materials
1	Container - PC11-C-080-Junk
1	Container - PC11-C-081-Paperwork
1	Container - PC11-C-082-Rigging
1	Container - PC11-C-083-Liferaft
1	Container of Welding Rods & Wire Feeders ; PC11-C-084
1	Container of Rigging ; PC11-C-085
1	Container of Survival Suits ; PC11-C-086
1	Container of Junk ; PC11-C-087
1	Container of Paperwork ; Consisting of Selena's Paperwork, PC11-C-088
1	Container of Container - PC11-C-089-Paperwork - full ; Full, PC11-C-089
1	Container of Paperwork ; PC11-C-090
1	Container of Oil Boom ; Consisting of Oil Boom - Scrap box, PC11-C-091
1	Container of Oil Boom ; Spill Response, PC11-C-092

Qty	Description
1	Container of Oil Boom ; PC11-C-093
1	Container of Oil Boom ; PC11-C-094
1	Container of Atlantic Rigging and Welding ; PC11-C-095
1	Container of Atlantic Rigging and Lighting ; PC11-C-096
1	Container of Miscellaneous Diving Equipment; Consisting of Lift Bags, Hoses, Miscellaneous, PC11-C-097
1	Container; Empty, PC11-C-098
1	Container of Miscellaneous Diving Equipment; Consisting of misc. hoses, air filters, oil filters, wire rope, misc. items, PC11-C-099
1	Container of Miscellaneous Diving Equipment; Consisting of Hydro hoses, misc. hoses, compressed gas cylinder, PC11-C-100
1	Container of Bouys; Consisting of (8) Buoy, (8) Midline buoys, PC11-C-101
1	Container of Miscellaneous Marine Equipment & Supplies ; PC11-C-102
1	Container of Miscellaneous Items ; PC11-C-103
1	Container of Diving Equipment; Complete topside reclaim system - chamber and diver support, Includes Blue Shipping container, Complete potable water, ECU and diver hot water shack - new, PC11-C-105
1	HPU and Hose Reel; for Shears
1	Manitowoc Model 4100 Crane
3	HPU & HHR
1	Auto Pipe Roller
1	Auto Pipe Roller
6	HPU
3	Crawler Cranes
4	Pipe Shears
1	Jet pump
1	Conveyor System
3	HHR
1	Hydraulic Winch
1	HPU Electric
1	Vessel Cooling Pump
1	Cable Reel
1	Generator
1	Light Plant
3	Winches
1	DC Motor

Qty	Description
1	DC Motor
1	AC Motor
1	Bow Roller
2	Tugger
1	Generator
1	Lathe
1	Auto Plasma Cutter
2	Welders
1	Hi-Low Air Compressor
8	Skagit Model AED 285 Winches
4	AmCON Model 350 Winches
1	Lantech 25-Ton A&R Winch
1	Soda Blaster
1	Motor
1	Hose Crimper
1	HP Compressor
1	Portable Generator
1	Port-a-cool 4in
1	Stubby 60' Bobtail Stinger
1	55' Truss
1	U-Pontoon
1	Alpha Stinger ; 7 sections, white painted Alpha stinger
3	Jet Sled ; White Painted Assembly
1	Curved Pipe Shoe
1	Gangway R1
2	Pipe Reels
1	Model D100 Pile Driver
1	Model D200 Pile Driver
1	Stinger - 60ft ladder ; Painted White
1	Model D80 Pile Driver; Red painted piling hammer and square-section frame
2	Davits
1	Pile Driver; Spares only, Red painted piling hammer and square-section frame - Scrap
1	Ladder Stinger
1	Texas Davit System; Winch and A-frame skids with sheave hooks
1	Stinger - 75ft ladder ; Painted White
1	Plow
1	Lifting Frame
2	Pipe Tensioners; Red painted tensioner upper and lower
2	Stinger
1	Pig Launcher ; White painted pig launcher 30in dia pipes

Qty	Description
1	Uncle John Derrick Equipment and Gangway
1	Aquaterra Cable handling, lay and burial spread ; Consisting of Stern Chute, Cable Management System, Hydraulic power unit, Detroit 871 Power unit, Sunstrand hydrostatic pump, Conventional pump, Auaterra Sea Plow, Jet assisted floatable skid, Stainless 2m injector, Stainless 3m injector, Aquaterra control van, Cable reels, 20' containers, Traylor unit
1	Spuds ; Uncoated steel, pointed end spuds
1	Mud Bug
1	Mud Bug Hose Reel; & Jet Pumps
1	Pipe Burial Sled
1	Anchor Cable Shivs
1	Western Gear Model Super 80 Pipe Tensioner
2	50,000-Lbs. Load Cells
1	Model 150Te Digital Load Cell
1	Assortment of Used Hoses
1	Spools of Wire Rope
1	Lead Sheets
1	Pipe Saddles
1	Concrete segment mats ; Includes Concrete Mats 8' x 20' x 9", Concrete Mats 8' x 20' x 9" with skid on bottom
1	6" x 40' Casing
1	Bear Claw ("Pipe Grip")
1	Misc Rigging, Slings, Link Plate, Shackles, Hooks
1	Lot of Rock Hopper
1	Confined Space Training Module
1	Pipe Anode Bracelets
1	Miscellaneous Tubing
1	Impact Drivers ; 6ea. 1 1/2" Drive, 5ea. 1" Drive
1	Basket of Assorted Shackles and pallets of rigging
1	Lot of Assorted Anchors
1	Lot of Mooring buoys ; Orange sheathed cylindrical units
1	Lot of Yokohama fenders ; Black fenders, 1x deflated
1	Davit System; Winch and A-frame skids with sheave hooks

EXHIBIT B

Blackline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CAL DIVE INTERNATIONAL, INC., *et al.*,¹

Debtors.

) Chapter 11

) Case No. 15-10458 (CSS)

) (Jointly Administered)

) [Re: Docket Nos. 564 & 593](#)

**ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN
HILCO INDUSTRIAL, LLC AS EXCLUSIVE MARKETING AND SALES AGENT FOR
THE SALE OF CERTAIN PERSONAL PROPERTY, *NUNC PRO TUNC* TO JUNE 8,
2015 AND AUTHORIZING THE SALE OF SUCH PERSONAL PROPERTY**

Upon the motion (the “**Motion**”)² for entry of an order, pursuant to Bankruptcy Code section 327(a) and 328(a), Bankruptcy Rule 2014(a), and Local Rule 2014-1 (i) authorizing the Debtors’ retention and employment of Hilco Industrial, LLC (“**Hilco**”) as exclusive marketing and sales agent for certain personal property (the “**Assets**”) of the Debtors’ located at 8200 Yacht Club Rd. Port Arthur, TX (the “**Port Arthur Yard**”), *nunc pro tunc* to June 8, 2015 and (ii) approving the sale of such assets pursuant to the procedures described below, as more fully set forth in the Motion; and upon due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Cal Dive International, Inc. (0501), Cal Dive Offshore Contractors, Inc. (4878), Affiliated Marine Contractors, Inc. (8678), Fleet Pipeline Services, Inc. (2104), Gulf Offshore Construction, Inc. (2106), and CDI Renewables, LLC (4985). The Debtors’ corporate headquarters is at 2500 CityWest Boulevard Suite 2200, Houston, TX 77042.

² Terms not otherwise defined herein shall have their respective meanings ascribed to them in the Motion.

Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Motion (the “**Hearing**”); and upon the Kaup Declaration submitted in support of the Motion and the record of the Hearing (if any was held), and all the proceedings had before the Court; and the Court having found and determined that Hilco and Dixon hold no interest adverse to the Debtors or their estates and that each is a “disinterested person,” as that term is defined in Bankruptcy Code section 101(14) and as required by Bankruptcy Code section 327; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and the legal and factual bases set forth in the Motion and at the Hearing (if any was held) having established just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The terms of the Marketing Agreement ~~-, attached hereto as Exhibit A,~~ are approved and the Debtors are authorized to employ and retain Hilco as exclusive marketing and sales agent.
3. Hilco is authorized to act as the marketing and sales agent with respect to the Assets pursuant to the terms set forth in the Marketing Agreement; provided that the limitation on liability set forth in Section VI of the Marketing Agreement is not effective during these cases.
4. The Debtors are authorized to compensate Hilco in accordance with the terms and conditions set forth in the Marketing Agreement, including reimbursement of reasonable, documented out-of-pocket expenses in an amount not to exceed \$77,900; provided that Hilco must provide the Debtors, the Official Committee of Unsecured Creditors, and the U.S. Trustee with

documentation of, and an opportunity to object to, such expenses. Objections, if any, to the payment of Hilco's reasonable, documented out-of-pocket expenses must be filed with the Court and served so as actually received on or before 4:00 p.m. (prevailing Eastern Time) on the 14th day (or the next business day if such day is not a business day) following receipt of the expense documentation by (i) Hilco, c/o Hilco Global, 5 Revere Drive, Suite 206, Northbrook, IL 60062 (Attn: Eric Kaup, Email: EKaup@hilcoglobal.com; (ii) the Debtors, c/o Cal Dive International Inc., 2500 CityWest Boulevard, Suite 2200, Houston, TX 77042 (Attn: Lisa M. Buchanan; Email: lbuchanan@caldive.com); (iii) co-counsel to the Debtors, O'Melveny & Myers LLP, 7 Times Square, New York, New York 10036 (Attn: George A. Davis, Esq., and Andrew M. Parlen, Esq.; Email: gdavis@omm.com, aparlen@omm.com); and (iv) co-counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Mark D. Collins, Esq., and Michael J. Merchant, Esq.; Email: collins@rlf.com, merchant@RLF.com) (the "**Objection Notice Parties**").

5. The requirement to submit periodic fee applications pursuant to Bankruptcy Code sections 330 and 331 is waived, and Hilco shall not be required to keep records of time spent for professional services rendered in these chapter 11 cases.

6. Hilco must, upon completion of all the services under its engagement, file with the Court an accounting identifying the Assets sold and the amount of fees Hilco earned on account of each sale (the "**Sales and Compensation Report**"). Objections, if any, to Hilco's compensation must be filed and served on the Objection Notice Parties so as actually received on or before 4:00 p.m. (prevailing Eastern Time) on the 14th day (or the next business day if such day is not a business day) following service of the Sales and Compensation Report.

7. ~~6.~~Notwithstanding anything to the contrary in the Marketing Agreement, the Debtors will have no obligation to indemnify Hilco, or provide contribution or reimbursement to Hilco, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from Hilco's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Hilco's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Hilco should not receive indemnity, contribution, or reimbursement under the terms of the Marketing Agreement. All parties in interest shall retain the right to object to any demand by Hilco for indemnification, contribution or reimbursement.

8. ~~7.~~The sale of the Assets is authorized and the Assets may be sold at an Auction without any further order of the Court.

9. Each purchaser of the Assets is required to confirm that it has not engaged in any collusion with respect to the bidding on, or sale of, the Assets.

10. ~~8.~~All Assets sold at the Auction shall be sold free and clear of liens, claims and encumbrances, with any such liens, claims, encumbrances, or interests attaching to the sale proceeds thereof, in all cases without need for further order of this Court; provided, however, that the Debtors and Hilco may not complete the sale of the Assets to any "insider" (as such term is defined in Bankruptcy Code section 101 (31)) absent further order of the Court.

11. ~~9.~~The Assets will be sold on an “as is” and “where is” basis, without any representations of any kind, including as to merchantability or fitness for a particular purpose and without warranty or agreement as to the condition of the Assets.

12. Nothing in this Order or the Marketing Agreement excuses, limits, or otherwise modifies Hilco’s fiduciary duties to the Debtors.

13. ~~10.~~Notice of the Motion as provided herein shall be deemed good and sufficient notice of the Motion.

14. ~~11.~~The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion

15. ~~12.~~This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

Wilmington, Delaware
Dated: July , 2015

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

| [EXHIBIT A](#)

ASSET MARKETING AGREEMENT

This Asset Marketing Agreement (this "Agreement") effective as of the 8th day of June, 2015, by and between (i) Hilco Industrial, LLC ("Hilco"), and Cal Dive International, Inc. and Cal Dive Offshore Contractors, Inc. (together, the "Company") as debtors in possession under jointly administered case number 15-10458 pending before the U.S. Bankruptcy Court for the District of Delaware (such case, the "Bankruptcy Case" and such court, the "Bankruptcy Court"). Hilco is in the business of marketing and selling assets on behalf of its clients. The Company is the owner and possessor of certain assets and desires to engage Hilco as its exclusive agent to sell such assets as more fully described herein. Therefore, in consideration of the covenants contained herein, Hilco and the Company (individually, each "Party," and together, the "Parties") do hereby agree as follows:

I. Engagement and Agreement to Market Assets

A. The Company hereby engages Hilco as its exclusive marketing and sales agent, and Hilco hereby accepts such engagement, with respect to (but not limited to) certain assets identified in Exhibit 1 attached hereto and by this reference incorporated herein, other than those assets the Company has already entered into agreements to sell as of July 24, 2015 (the "Assets") located at 8200 Yacht Club Rd Port Arthur, TX (the "Location").

B. For purposes of selling the Assets, Hilco shall conduct a global webcast auction sale and such other sale strategies as the Parties mutually agree.

II. Exclusivity

In order to permit successful marketing and sale of the Assets, the Company grants to Hilco the exclusive right to sell the Assets for a period beginning on the date hereof (the "Commencement Date") and continuing until the earlier of (a) the date that is 75 days from the Commencement Date and (b) the date on which the Assets are removed from the Location (such period, the "Term"). The Company acknowledges that Hilco or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. All inquiries regarding the Assets made to the Company, its representatives or related parties to the Company, shall be redirected to Hilco.

III. Method of Sale and Certain Covenants

- A. In connection with the services to be provided by Hilco hereunder, Hilco will:
- (i) develop an advertising and marketing plan for the sale of the Assets;
 - (ii) implement the advertising and marketing plan as deemed necessary or appropriate by Hilco to maximize the net recovery on the Assets;
 - (iii) prepare for the sale of the Assets, including gathering specifications and photographs for pictorial brochures and directing the Company's personnel

to arrange the Assets in a manner, which in Hilco's judgment would be designed to enhance the net recovery on the Assets;

- (iv) provide fully qualified and experienced personnel who will prepare for and sell the Assets in accordance with the terms of this Agreement;
- (v) provide a complete auction crew to handle computerized accounting functions necessary to provide auction buyers with invoices and the Company with a complete accounting of all Assets sold at the auction
- (vi) sell the Assets for cash or other immediately available funds at an amount determined in Hilco's discretion, in consultation with the Company and its advisors, to the highest bidder(s) on an "AS IS," "WHERE IS" and "all sales are final" basis, pursuant to a form bill of sale agreed by the Company and Hilco and in accordance with the terms of this Agreement with no reserves;
- (vii) charge and collect on behalf of Company from all purchasers any purchase price together with all applicable taxes in connection therewith;
- (viii) deposit all collected Gross Proceeds into a separate client trust account (the "Client Account") maintained by Hilco and remit such to the Company by transferring them ~~to the~~ an account ~~(maintained by the "Client Account")~~ Company (less any amounts due to Hilco hereunder) within fifteen (15) days after the sale of each Asset. "Gross Proceeds" shall be defined as cumulative collected gross receipts from the sale of the Assets, exclusive of sales taxes and buyer's premiums; and
- (ix) submit an initial sales report to the Company within fourteen (14) days after the sale of the Assets and a final complete sales report to the Company within fourteen days after the end of the Term.

B. In connection with the services to be provided by Hilco hereunder, Company will:

- (i) provide qualified personnel to arrange and prepare the Assets for sale; and
- (ii) provide qualified personnel to oversee the removal of the Assets from the Location once sold.

C. In connection with the services to be provided by Hilco hereunder, the Company hereby grants to Hilco the following rights and authority subject to the terms and conditions of this Agreement:

- (i) The Company hereby grants Hilco a license to use the name "Cal Dive International" and similar derivations in all of its advertising and promotional activities related to this Agreement. Hilco's license to use such name shall continue until the end of the Term of this Agreement.

- (ii) The Company hereby grants Hilco a license to allow Hilco to enter and use the Location. Specifically, Hilco shall have the right to enter and use the Location during the Term solely for the purposes of performing its obligations under this Agreement, including (without limitation) taking photographs and preparing the marketing material for the Assets, and selling and overseeing the removal of the Assets. Hilco will use the Location as licensee and shall not be obligated to pay any rent, taxes, utilities, or other charges therefore. The Company agrees to continue to provide and pay for all utilities during the course of Hilco's use. The Company agrees to maintain and bear the cost of any existing security personnel on the Location during the term of this Agreement. The Company acknowledges that Hilco is not an insurer of the Company's personal property. Hilco shall have the right to abandon at the Location any Asset not sold.
- (iii) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco shall not be responsible for the removal or disposition of any environmentally hazardous chemicals, solvents or substances found at the Location or in the Assets or obtaining or maintaining any Environmental Permits. The Company shall be responsible for ensuring that the Company possesses and is in compliance with all Environmental Permits that are required for the operation of the Company's business. As used in this Agreement, "Environmental Laws" means all federal, state and local statutes, regulations, ordinances, rules, regulations and policies, all court orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever; and "Environmental Permits" means licenses, permits, registrations, governmental approvals, agreements and consents which are required under or are issued pursuant to Environmental Laws.
- (iv) The Company acknowledges that with respect to any export transaction involving any of the Assets sold hereunder, and unless the Company and purchaser agree otherwise, the Company shall be the United States principal party in interest. Accordingly, the Company authorizes Hilco to provide the Company's federal employer identification number ('EIN') to purchasers, their agents, customs officials or similar parties for the purposes of completing a Shipper's Export Declaration form or any documentation necessary to facilitate the respective purchaser's export of the purchased Assets.

IV. Commission Payable to Hilco; Expense Reimbursement

A. In consideration of its performance of Services and its obligations hereunder, Hilco shall be entitled to charge and receive for its own account an industry standard buyer's premium in connection with the sale of the Assets of sixteen percent (16%) for Assets that are sold or

auctioned (the "Buyer's Premium"). For purposes of clarification, each Buyer's Premium is a fee charged in addition to the sale price and is paid by the buyer of the Asset(s). All Buyers' Premiums shall be withheld by Hilco upon collection of proceeds from applicable buyer(s). The Company shall be entitled to receive portions of the collected Buyers' Premiums in accordance with the following schedule:

Gross Proceeds	Portion to Company	Net to Hilco
\$0.00 to \$ 2,000,000	0%	16%
\$2000 2,000,001 to \$4,000,000	1%	15%
\$4,000,001 to \$6,000,000	2%	14%
\$6,000,001 to \$8,000,000	4%	12%
\$8,000,001 to \$10,000,000	7.5%	8.5%
\$10,000,001 and over	2.5%	13.5%

In addition to the foregoing, if Gross Proceeds do not exceed \$4 million, Hilco shall be paid an additional fee of \$100,000 from the proceeds of the sale of the Assets.

B. Hilco shall advance and shall be entitled to reimbursement by the Company for all Expenses regardless whether or not any Assets are sold, provided that the Expenses shall not exceed \$77,900 without the Company's prior consent. "Expenses" mean out-of-pocket expenses incurred by Hilco in connection with Hilco's performance of its services hereunder, including, but not limited to, advertising, promotion and sales costs, lodging, travel, labor associated with project management oversight, labor and other costs and expenses associated with previewing and removing the Assets, and other miscellaneous costs and expenses. The Company agrees that all Expenses may be withheld from Gross Proceeds of the sale of any Assets.

C. Within ten (10) calendar days after expiration of the Term or earlier termination of this Agreement, Hilco may provide the Company with a list of third parties (each, a "Prospect") that Hilco has engaged in negotiations with respect to the Assets covered hereunder; provided, however, that a Prospect shall not include any party identified by the Company to Hilco as of the date of this Agreement as having been previously contacted by the Company in connection with the potential sale of any Assets. If Hilco provides a Prospect list and within one hundred and eighty (180) days after the expiration of the Term of this Agreement or earlier termination (if applicable), the Company and one or more Prospects should enter into one or more written agreements to purchase all or any portion of the Assets, Hilco shall be entitled to fee(s) calculated in accordance with the terms of this Agreement. Each fee shall be paid by the Company to Hilco within five (5) business days after applicable closing between the Company and each Prospect.

V. Representations and Covenants of the Company and Hilco

A. The Company represents and warrants to Hilco and covenants that, subject to and upon approval by order of the Bankruptcy Court of this Agreement: (i) the Company has all legal right and authority to sell the Assets, (ii) the Company has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Company to enter into and deliver the Agreement and to perform its obligations under the Agreement, (iii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Company's consummation of, the transactions contemplated by this Agreement, (iv) Company has the authority to grant the license to Hilco to utilize the Location and to use the name "Cal Dive International" as provided for under this Agreement, and (v) all Assets are free and clear of all liens, claims, and encumbrances of any kind whatsoever, provided that the Company obtains requisite consents from its secured lenders. The Company further represents and warrants to Hilco that (x) Hilco shall have access to the Assets and the Location in accordance with this agreement and (y) the Asset representations and descriptions on Exhibit A are accurate, true and complete.. The Company further represents and warrants to Hilco that any amounts due and payable hereunder shall be free and clear of any liens, claims, or encumbrances of any kind whatsoever.

B. Hilco represents and warrants to Company that (i) Hilco is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) Hilco has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for Hilco to enter into and deliver the Agreement and to perform its obligations under the Agreement.

VI. Indemnification

A. Hilco understands that the Assets will be sold AS IS and WHERE IS, and the Company does not make any representations or warranties with respect to the Assets, except for specifically stated under Section V of this Agreement. The Company hereby agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to (i) the Company's breach of any of its obligations, representations and warranties hereunder, (ii) its performance or failure to perform hereunder, or (iii) the Company's failure to pay any personal property taxes associated with the Assets. The Company further agrees to indemnify and hold Hilco harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) of any kind arising from or related to the demonstration and sale of the Assets or any inaccurate statements or representations concerning the Assets made by the Company to Hilco. In addition, the Company hereby agrees to defend, indemnify and hold Hilco harmless from any and all claims, losses, damages and liabilities of any kind whatsoever which arise from or are in connection with any hazardous chemicals, solvents or substances found at the Location or in the Assets, Environmental Laws or Environmental Permits.

B. Hilco hereby agrees to indemnify and hold the Company harmless from any and all claims, causes of actions, damages, losses, or liabilities (including, without limitation, reasonable attorney's fees) by any buyer or prospective buyer of the Assets based on Hilco's breach of any of its obligations, representations or warranties hereunder or its performance or failure to perform hereunder.

C. To the fullest extent permitted by law, Hilco agrees to release, defend, indemnify and hold harmless Company and its employees, agents, consultants, officers and directors, other contractors and vessels owned, operated and/or chartered by Company (hereinafter collectively referred to as the "Company Protected Parties") and their respective insurers, from and against all claims, lawsuits, loss, damage, costs and expenses (including, without limitation, contractual defense and indemnity claims and defense costs and attorney fees) of any kind or character for illness, injury or death of employees, servants, agents, consultants, invitees or representatives of Hilco and for loss of or damage to property of Hilco and its employees, servants, agents, consultants, invitees or representatives, arising out of or attributable to, directly or indirectly, the presence by any such persons or parties on or around Hilco-owned or operated platforms or premises in connection with projects for customers for whom Company is contracted to perform services and/or supply goods (the "Project") or for any other agreed purpose, EVEN IF SAID CLAIMS ALLEGEDLY OR ACTUALLY ARISE SOLELY OR PARTIALLY FROM NEGLIGENCE (INCLUDING SOLE, JOINT, GROSS, CONCURRENT, ACTIVE OR PASSIVE), STRICT LIABILITY, PRODUCTS LIABILITY, UNSEAWORTHINESS OF ANY VESSEL AND/OR UNAIRWORTHINESS OF ANY AIRCRAFT ATTRIBUTABLE TO THE COMPANY PROTECTED PARTIES.

Hilco agrees to maintain at a minimum Comprehensive General Liability Insurance with limits of liability sufficient to cover the contractual defense and indemnity obligations assumed by Hilco under this Agreement. Said insurance shall name the Company Protected Parties as additional assureds solely as respects claims for which Hilco owes contractual defense and indemnity to the Company Protected Parties under this Agreement.

To the fullest extent permitted by law, the Company agrees to release, defend, indemnify and hold harmless Hilco and its joint venture partners and their employees, agents, consultants, managers, officers and directors (hereinafter collectively referred to as the "Hilco Protected Parties") and their respective insurers, from and against all claims, lawsuits, loss, damage, costs and expenses (including, without limitation, contractual defense and indemnity claims and defense costs and attorney fees) of any kind or character for illness, injury or death of employees, servants, agents, consultants, invitees or representatives of the Company, and for loss of or damage to property of the Company and its employees, servants, agents or representatives, arising out of or attributable to, directly or indirectly, the presence by any such persons or parties on or around the Company-owned or operated vessels or premises in connection with the Project or for any other agreed purpose, EVEN IF SAID CLAIMS ALLEGEDLY OR ACTUALLY ARISE SOLELY OR PARTIALLY FROM NEGLIGENCE (INCLUDING SOLE, JOINT, GROSS, CONCURRENT, ACTIVE OR PASSIVE), STRICT LIABILITY, PRODUCTS LIABILITY, UNSEAWORTHINESS OF ANY VESSEL AND/OR UNAIRWORTHINESS OF ANY AIRCRAFT ATTRIBUTABLE TO THE HILCO PROTECTED PARTIES.

The Company agrees to maintain at a minimum Comprehensive General Liability Insurance with limits of liability sufficient to cover the contractual defense and indemnity obligations assumed by the Company under this Access Agreement. Said insurance shall name the Hilco Protected Parties as additional assureds solely as respects claims for which the Company owes contractual defense and indemnity to the Hilco Protected Parties under this Access Agreement.

IN CONNECTION WITH THE ACCESS CONTEMPLATED BY THIS ACCESS AGREEMENT, NEITHER COMPANY NOR HILCO SHALL BE LIABLE TO THE OTHER (AND THEIR RESPECTIVE PROTECTED PARTIES) FOR ANY CONSEQUENTIAL, INDIRECT OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, OR LOSS OF REVENUE, WHENEVER ARISING UNDER THIS AGREEMENT OR AS A RESULT OF RELATING TO OR IN CONNECTION WITH THE ACCESS PROVIDED HEREUNDER, AND NO CLAIM SHALL BE MADE BY EITHER COMPANY OR HILCO AGAINST THE OTHER WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, UNSEAWORTHINESS, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, STATUTE, STRICT LIABILITY OR OTHERWISE.

VII. Insurance

The Company agrees to procure and maintain, during the Term of this Agreement, fire and other perils insurance in appropriate amounts in respect of all Assets until sold and removed from the Location.

VIII. Personal Property Taxes

Hilco shall not be responsible or liable for the payment of any personal property taxes associated with the Assets. Prior to distribution the any proceeds from the sale of the Assets to the Company, the Company hereby agrees to provide Hilco with evidence of payment of all personal property taxes associated with the Assets in a form reasonably satisfactory to Hilco in its discretion. To the extent any personal property taxes remain unpaid, the Company hereby authorizes Hilco, without any liability to the Company whatsoever, to (i) remit payment for any personal property taxes to applicable taxing authorities from the proceeds remaining from the sale of the Assets after payment of any and all amounts due to Hilco under this Agreement or (ii) retain the proceeds pending payment of the personal property taxes, provided that Hilco receives evidence of payment in a form reasonably satisfactory to Hilco in which case Hilco shall thereafter remit the proceeds (less all amounts payable to Hilco under this Agreement) to the Company.

IX. General Provisions

A. Hilco shall not subcontract the whole of its obligations under this Agreement, but shall be permitted to utilize independent contractors and subcontractors for performing various obligations, including (without limitation) as part of the auction crew and overseeing the removal of the Assets.

B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

C. Hilco shall be entitled to compensation for services rendered under this Agreement and this Agreement shall be binding upon the Company or any successor or assignee.

D. The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco has not guaranteed the Company any return from the sale of the Assets.

E. The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform its duties and earn the benefits of this Agreement.

F. TECHNOLOGY DISCLAIMER: HILCO DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN ANY WEBSITE USED IN CONNECTION WITH THE SALE OF THE ASSETS, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH ANY SUCH WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

G. The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour nor maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein. Hilco represents and warrants that it has the expertise in performing the services under this Agreement.

H. Any correspondence or required notice shall be addressed as follows:

If to Hilco: Hilco Industrial, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Tel.: (847) 509-1100
Fax: (847) 897-0868
Email: ifredericks@hilcotrading.com
Attn: Ian S. Fredericks

If to the Company: _____

Tel.: _____
Fax: _____
Email: _____
Attn: _____

I. This Agreement shall be deemed drafted by the parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

J. By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

K. The Company shall provide Hilco with:

- all reasonably requested Asset information to the extent in the Company's possession;
- titles, if applicable, to all of the Assets; and
- information on prospect interest and evidence of all Asset inquiries, to the extent that the Company has such information and evidence.

L. This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

M. This Agreement creates no third-party beneficiaries.

N. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law's provisions.

O. Hilco recognizes that it may come into possession of information relating to the business of the Company that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). Hilco shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose, and shall cause its employee, agents, directors, and other representatives to hold confidential all Confidential Information. Upon the Company's request, all such information shall be returned to the Company in any physical medium. Confidential Information shall not include information that is or becomes publicly available through no wrongful act of the Hilco, is furnished to others by the Company without similar restrictions on their right to use or disclose, is known by Hilco without any proprietary restrictions at the time of receipt of such information from the Company or becomes rightfully known to Hilco without proprietary restrictions from a source other than the Company or is independently developed by Hilco by persons who did not have access, directly or indirectly, to the Confidential Information.

X. Miscellaneous

This Agreement may not be transferred or assigned without the express written consent of the other Parties, provided that Hilco shall be permitted to contract with Dixon Marine Services for their industry-related expertise and to identify potential buyers of the Assets. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Agreement. The Parties hereto are acting as independent contractors and nothing contained herein shall be deemed to create any other type of partnership, joint venturer or other relationship. This Agreement may not be modified or amended except by an instrument in writing executed by an authorized representative of each party to this Agreement.

If any part or subpart of this agreement is found or held to be invalid, that invalidity shall not affect the enforceability and binding nature of any other part of this agreement. No Party shall be considered in default hereunder to the extent that performance by such Party is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

*

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

CAL DIVE INTERNATIONAL, INC.

HILCO INDUSTRIAL, LLC

By:
Title:

Date: _____

By: Ian S. Fredericks
Title: VP & Assistant General Counsel,
Managing Member
Date: _____

CAL DIVE OFFSHORE CONTRACTORS, INC.

By:
Title:

Date: _____

EXHIBIT 1

ASSETS

Qty	Description
1	4-Man Saturation Dive System; #05 Complete System Consisting of Sat Living Chamber, Sat Dive Bell, SAT 5 Dive & Sat Control in 20x8 Container, Sat 5 ECU, Divers Hot Water & Reclaim Container, Sat 5 Main Hydraulics Package Container, Sat 5 HRC Chamber, Sat 5 Spare Parts Conex with Haskel Gas Transfer Pumps, Bell Clump Weight, (2) Bell Umbilicals, Bell Umbilical basket, (2) White Stores Containers 10' (Contains (6) HW Suits-DUI Suits, (8) Comex Pro Lung Powered Scrubbers & Misc Spares), Stores Container 5' (Contains Misc Hoses & Whips), (2) Electric air compressors c/w receivers
1	4-Man Saturation Dive System; #07 Components Consisting of 4 Man Living Chamber, TUP & Dive Bell Skid, HRC, Bell
1	4-Man Saturation Dive System; #11 Complete System Consisting of Sat 11 G1 Connex Box - Stores / workshop container, Sat 11 G2 Connex Box - Rigging / stores container, HRC - Sat 11 Emergency Life Boat, SAT TUP Chamber (Transfer Under Pressure), SAT Dive Bell, SAT Living Chamber, SAT Chamber Trunk, Top Side Air powered Reclaim System, (2) Diesel Powered Hot Water Units, Sat Living Chamber and Bell Control Room, Containerised Diver Gas Reclaim Package - electric, (2) Sat System Waste Containers, Misc Lift Bags & Rigging, Misc Tools & Spares, (3) Davits with Hydraulic Powered Sheeves, Emergency Generator with Electrical and Hydraulic Systems - containerized, Containerised Hot Water ECU (Environmental Control Unit) package, Hydraulic Bell Umbilical Reel (Includes Powered Hydraulic Bell Umbilical Reel, Skid & Controls, Bell Umbilical), Containerised workshop, (2) 6 X 6 Jet Pump skids, Working Air Compressor, Diving stores container, Hydraulic jet hose umbilical Reel (Including Powered Hydraulic Tool Umbilical Reel, Skid & Controls), Jetting Hose Umbilical, Diesel Powered Hydraulic Unit, Bell launch & recovery A-frame & skid, Access Frame, Half-height open container c/w air receivers & controls, Half-height open container, Bell clump weight, HRC skid
1	Saturation Dive System; #12/18 Components Consisting of Dive Bell LARS (Ex Sat 12) Caley LARS and bell 'Top-Hat' (Blue), Dive Bell LARS (Ex Sat 18) Caley LARS (White), Dive Bell Skid/Pad Yellow skid, Dive Bell Skid/Pad Black skid sections, Dive Bell Winch, Installation Skid/Platform for Control Rooms, Dive Bell (2 man), 9 Man Living Chamber, -HPU - for handling systems
1	Saturation Dive System; #16- Components Consisting of Dive & Sat control container, 4 man main living chamber, HRC / Living Chamber, Bell winch skid, Bell Umbilical & basket (Includes Bell umbilical, Bell umbilical basket), Gas Transfer Compressor in 8x10 Container, Electric Reclaim - containerised, + Haskel Air Transfer, Transfer Lock Chamber, Diving Bell, Bell winch (Caley), LARS Hydraulic power pack - containerized, Compressor & reclaim container, Bell stage, Bell clump weight, Bell clamp, (3) LARS Frameworks, Workshop container, Diver HW, Potable water & 2x CMU container, Dive & Sat control container, LARS Hydraulic powerpack
1	Saturation Dive System; TSS-3 Components consisting of Sat Dive Bell, 4 Man Living Chamber, 2 Man Come Out Chamber with Bell Skid
1	Saturation Dive System; TSS-5 Components consisting of Bell, 4 Man Living Chamber, 2 Man Come Out Chamber with Bell Skid

Qty	Description
1	Saturation IO-Air Dive System; Components consisting of (2) Transfer Under Pressure Chambers, 2 man come out chamber, 4 Man Living Chamber, 5 Man Living Chamber
5	Main (Bell) Diving Umbilicals
1	Bell and Sat Chamber Control Room
1	Dynocon Winch, Lars and Subsea Hydraulic Power Pack
1	Gas Transfer Compressor
2	6 Gas Kelly Tubes; 354 cu/ft in frame
6	Kelly Tubes; Full Length In Frame
6	Kelly Tubes; Full Length in Frame
8	Kelly Tubes; Full Length In Frame
2	480v 150kw Sat Emergency Generators
1	Bell Winch
1	Blue Hydraulic Winch; for Bell LARS
2	8' x 10' Containers of Remote (Fly-away) Life Support Packages
4	Hot Water Unit Units; Diver Hot water; Diesel Powered
1	8' x 20' Container of Life Support Package
1	Divex Electric Divers Hot water Diving Equipment; PC11-DS-027
1	Kinergetics Inc. ECU ; PC11-DS-028
1	CDI ECU ; PC11-DS-029
2	Cortland Fibron Surface Standby Diver 180' Umbilicals; PC11-DS-030
10	Cortland Fibron Saturation Diver 180'-200' Umbilicals; PC11-DS-031
1	Alpha Rentals Divers Hot Water ; PC11-DS-033
1	Gasmizer Reclaim Unit; PC11-DS-034
1	(Sliprings) - Gas Swivel Umbilical; Includes (5) 9Pass Umbilical Swivel - Gas "Umbilical Hose Slip Ring" NPT and SAE Threads, PC11-DS-035
1	Swivel - Electric Umbilical; Includes (5) Umbilical Swivel (Slipring) - MacArtney (MOOG Company Group) Electric "Electric Slip Ring", PC11-DS-036
1	8" Diameter Double Pass Heater; /Cooler for ECU; 3/8" TubesPC11-DS-037
1	Divex Reclaim Bell Panel - complete set
1	Divex Bell Reclaim System equipment
1	Divex Gas Miser control console without electric controls
1	Divex Gas Miser control console with electric controls

Qty	Description
50	Divers HW Suits ; New - unused (6), Very good condition (10), Moderate condition (25), Poor condition (10)
1	Divex Mara Panel
1	Surface dive control - Hyperbaric Chamber
1	5120 Diesel Dive Compressor
1	Model 320 Diesel Dive Compressor
1	Surface Dive Stage Basket
4	Surface LARS
1	Surface LARS ; and Basket
2	Model 5120 Electric Compressors
1	Surface Diving Nitrox Van
2	Dive Stage Baskets
1	Model 5120 Electric Dive Compressor
1	Model 5120 Electric Surface Dive Compressor
1	Free-standing Air Dive Chamber
1	Container of Diving Equipment; Consisting of Fuel hose, pallet jack, Air Haskel Reclaim system parts, washer & dryer, Electric Hot Water Unit-Divers, (6) dive hoses, (2) Helipure systems, Accumulator Bottle, PC11-C-001
1	Lot of Diving Equipment; Consisting of Shop air compressor, 300 Amp electric welding machine, (2) manual pipe benders, pallet of SS bolts and fittings, (2) refrigerators, PC11-C-002
1	Diving Equipment; Consisting of Sat system spares, (3) hot water suits, load cells, radios, gauges, PC11-C-003
1	Diving Equipment; Consisting of Ship yard dry dock tools and spare parts, PC11-C-004
1	Container of Diving Equipment; Consisting of Dry dock ship yard tools, Dive radios, reclaim towers, miter saw, PA system, VHF radios, Electrical parts, crimper box, sonic cleaner, PC11-C-005
1	Container of Diving Equipment; Consisting of Dry dock tools, hydro pump, tool box, bell bottom door, power cables for SAT system hook ups, Synflex hose, ladder, misc hand tools, PC11-C-006
1	Container of Diving Equipment; Consisting of Cal Diver I chamber panel, blender panel, korken reclaim comp. package, Gasmizer reclaim panel, SAT 14 chamber panel, PC11-C-007
1	Container of Diving Equipment; Consisting of SAT spares warehouse container, PC11-C-008
1	Container of Diving Equipment; Consisting of Scrubber canisters, air manifolds, stands, hot water tanks, bail out bottles, Synflex hose, piping and square tubing, PC11-C-009
1	Container loaded with Diving Equipment; Consisting of Gauges (\$4K), shop air compressor, electrical panels, mineral wool, lights, SAT panel, Reclaim Spares - 651 compressor, (9) MSC-300 for ECU, 325 Dive Air Compressor, Air Haskel Pump, Various pressure gauges, 20ft Shipping container (ex-Maersk)
1	Container of Diving Equipment; Consisting of Synflex hose, wires, organization containers, PC11-C-011

Qty	Description
1	Container of Diving Equipment; Consisting of Sand blaster, dive hat parts, Sat system spares, PC11-C-012
1	Container of Diving Equipment; Consisting of Broussard Warehouse - Inv connex #2, PC11-C-013
1	Container of Diving Equipment; Consisting of Warehouse #3-Broussard, PC11-C-014
1	Container of Diving Equipment; Consisting of Electric HPU, Analyzer, Chamber dollies, Welding machine, 10K scale, misc, PC11-C-015
1	Container of Diving Equipment; Consisting of Bail out bottles, Analyzer, office supplies, archive paperwork, gauges, meters, scales, shelves, PC11-C-016
1	Container of Diving Equipment; Consisting of Shelves Wood, PC11-C-017
1	Container with DDC and Panel ; Surface Chamber and Panel, Consisting of 60" twinlock air decompression chamber, Control panel for DDC, Blue shipping container
1	ECU Van Container; ECU Van, Diver hot water, Consisting of White painted shipping container with '19' spray painted on door in red, ECU boiler unit, ECU circulating pumps, ECU control panel, American Industrial Heat exchangers
1	SAT Tech Van ; Consisting of Blue painted shipping container with '20' spray painted on frame in white, Misc hose connectors and couplings, Misc pressure gauges, Misc pipe fittings, Work bench, vice, grinder, and other misc hand tools
1	Container of Diving Equipment; Consisting of SAT parts and equipment, PC11-C-021
1	Container of Diving Equipment; Containing a Box of survival suits, PC11-C-022
1	Container of Diving Equipment; Consisting of Fabrication materials, PC11-C-023
1	Container of Diving Equipment; Consisting of Bead blaster, Dive radios, PC11-C-024
1	Container of Diving Equipment; Includes Blue painted shipping container with '25' spray painted on frame in white, Decompression chamber and control for Diver 1, 2, and standby diver, (25) Hot water suits, (25) Survival suits, Divers umbilical
1	Container of Diving Equipment; Consisting of Surface dive support van, (2) 5120 air compressors, volume tank, Air compressor, PC11-C-026
1	Container of Diving Equipment; Consisting of Misc. Spares, Gloves, Hoses, PC11-C-027
1	Container of Diving Equipment; Consisting of Tube adaptor for chambers, spool press for chambers, PC11-C-028

Qty	Description
1	Container of Diving Equipment; Container with misc diving equipment including Red/orange painted shipping container with '29' spray painted on frame in red, (7) DiveX HCU, (15) Canisters, (17) Scrubber assemblies, (25) Double hose, Diver chill water unit (IUC), (7) Birns 4132 general area chamber light, (4) Birns 1" NPT Electrical penetrator, (8) Tescomm Regulator, Exterior bell water trap, Electric diver hot water unit (IUC)
1	Container of Diving Equipment; Consisting of SAT Electrical spares box, breakers, Electric motors, PC11-C-030
1	Container of Diving Equipment; Consisting of Haskel reclaim, LSP panel, MV bell panel, PC11-C-031
1	Container of Diving Equipment; Consisting of Hydro power shiv, directional shiv, drop weight, level wind, PC11-C-032
1	Container of Diving Equipment; Consisting of Surface rigging box, hammer wrench, torch, come-a-long, grinders, PC11-C-033
1	Container of Diving Equipment; Consisting of Blender tanks, volume tank, Mixer, Haskel pump, SAT, PC11-C-034
1	Container of Diving Equipment; Consisting of Bail outs, refrigeration repair equipment, divers AC, PC11-C-035
1	Container with 3x ECUs ; Consistng of Blue painted shipping container with '36' spray painted on door in yellow, Divex ECU
1	Container of Diving Equipment; Consisting of ECU, hot water unit, Regen. Pots, PC11-C-037
1	Container with electric divers gas reclaim unit ; Consisting of Blue painted shipping container, LP bulkhead reprocessing unit, HP bulkhead reprocessing unit, Electric gas booster, 10 bottles pack WP 1500 PSI TP 2250 PSI, Umbilical on wooden reel
1	Container of Diving Equipment; Consisting of SAT spares, transformers, lights, Electric motors, PC11-C-040
1	Container of Diving Equipment; Consisting of Rigging, Electric Cords-Hook Ups, PC11-C-041
1	Container of Diving Equipment; Consisting of Sat system spares, Survival suits, lights, scrubbing canisters, motors for scrubbing units, bail out harness, junction boxes, PC11-C-042
1	Container Loaded with Miscellaneous Diving Equipment; Compressors, hot water units etc, Consisting of Beige shipping container with '44' spray painted on door in black, 325 compressors, Divex Domestic/Sanitary hot water unit, AC unit, Scrap gas transferers
1	Container Loaded with Miscellaneous Diving Equipment; Hoses, umbilicals, etc, Consisting of Blue shipping container with '45' spray painted on door in yellow, Various hoses, Surface umbilicals, Synflex hose, Various portable lights, Lexmar panel

Qty	Description
1	Container Loaded with Miscellaneous Diving Equipment; Divers video cable, hot water suits, radio, analyzer etc., Consisting of Blue shipping container with '46' spray painted on door in yellow, Divers video cables, Hot water suits, Analyzer, Portable divers radio
1	Container of Diving Equipment; Consisting of air manifolds, Haskel parts, EDU parts, wiring, hydro valves, bolts, PC11-C-047
1	Container of Diving Equipment; Consisting of Work shop van, shelves, tool box, PC11-C-048
1	Container of Diving Equipment; Consisting of Korken reclaim system, scrap and spares, PC11-C-049
1	Container of Diving Equipment; Consisting of (2) Divex boxes, (2) electric reclaim systems, PC11-C-050
1	Container of Diving Equipment; Consisting of SAT support, bibs, Hot water suits, linens, PC11-C-051
1	Container loaded with overhead hoist and welding machines ; Consisting of Beige shipping container with '52' spray painted on door in black, 5-ton overhead electric hoist, Welding machine
1	Container of Diving Equipment; Consisting of SAT support, sodasorb, wiring, PC11-C-053
1	Container loaded with misc equipment ; Consisting of White shipping container with '54' spray painted on door in black, Mill, Lathe, Bead blaster
1	Container loaded with HPU system ; HPU from SAT12/18, Consisting of Blue shipping container with '55' spray painted on door in yellow, HPU
1	Container of Diving Equipment; Consisting of Interior scrubber unit, SAT chamber equipment, PC11-C-056
1	Container of Diving Equipment; Consisting of (2) 1 3/4 twin hydro hoses, PC11-C-057
1	Container - PC11-C-058-Yard Material ; Consisting of Fuel Hose, Drums of Cooking Oil
1	Container - PC11-C-059-Jet Hose ; Consisting of Spare 6" Jet Hose, 1000 psi Thermoid (4) 100' sections
1	Container - PC11-C-060-Jet Hose ; Consisting of (4) Spare 6" Jet Hoses
1	Container - PC11-C-061-Electrical ; Consisting of Electrical spares, wire connectors, wire panels
1	Container - PC11-C-062-Empty container
1	Container - PC11-C-063-Miscellaneous ; Consisting of (2) Generators - scrap, Remico Tensioner pads for LS, Pallet of shackles
1	Container - PC11-C-064-Rigging ; Consisting of Wire rope slings 1 1/2 - 1 1/4 (no certs), Scrap container
1	Container - PC11-C-065-Miscellaneous ; Consisting of Anchor winch brake flange, misc. hoses

Qty	Description
1	Container - PC11-C-066-Miscellaneous ; Consisting of (3) pallets of shrink sleeves, (1) pallet of welding rods, anchor winch heat exchanger spares on the LS
1	Container - PC11-C-067-Rigging ; Consisting of Slings, tow bridal for plow
1	Container - PC11-C-068-Miscellaneous ; Consisting of (3) pallets of shrink sleeves, (2) pallets of flanges, (1) pallet of ERS
1	Container - PC11-C-069-Plow Components ; Consisting of Plow components, panels, hydraulics
1	Container - PC11-C-070-Plow Components ; Consisting of Plow tool box, plow spares
1	Container - PC11-C-071-Miscellaneous ; Consisting of Tensioner pads for Leon tensioner
1	Container - PC11-C-072-Yard Rigging
1	Container - PC11-C-073-Oil Boom ; Consisting of Oil Boom Cleanup
1	Container - PC11-C-074-Oil Boom ; Consisting of Oil Boom Cleanup
1	Container - PC11-C-075-Miscellaneous ; Consisting of Hoses-6" suction hose, scrap valves, wood for hurricane prevention
1	Container - PC11-C-076-Yard Material
1	Container - PC11-C-077-Yard Rigging
1	Container - PC11-C-078-Paperwork ; Consisting of Paperwork-pallets and filing cabinets
1	Container - PC11-C-079-Office Materials
1	Container - PC11-C-080-Junk
1	Container - PC11-C-081-Paperwork
1	Container - PC11-C-082-Rigging
1	Container - PC11-C-083-Liferaft
1	Container of Welding Rods & Wire Feeders ; PC11-C-084
1	Container of Rigging ; PC11-C-085
1	Container of Survival Suits ; PC11-C-086
1	Container of Junk ; PC11-C-087
1	Container of Paperwork ; Consisting of Selena's Paperwork, PC11-C-088
1	Container of Container - PC11-C-089-Paperwork - full ; Full, PC11-C-089
1	Container of Paperwork ; PC11-C-090
1	Container of Oil Boom ; Consisting of Oil Boom - Scrap box, PC11-C-091
1	Container of Oil Boom ; Spill Response, PC11-C-092

Qty	Description
1	Container of Oil Boom ; PC11-C-093
1	Container of Oil Boom ; PC11-C-094
1	Container of Atlantic Rigging and Welding ; PC11-C-095
1	Container of Atlantic Rigging and Lighting ; PC11-C-096
1	Container of Miscellaneous Diving Equipment; Consisting of Lift Bags, Hoses, Miscellaneous, PC11-C-097
1	Container; Empty, PC11-C-098
1	Container of Miscellaneous Diving Equipment; Consisting of misc. hoses, air filters, oil filters, wire rope, misc. items, PC11-C-099
1	Container of Miscellaneous Diving Equipment; Consisting of Hydro hoses, misc. hoses, compressed gas cylinder, PC11-C-100
1	Container of Bouys; Consisting of (8) Buoy, (8) Midline buoys, PC11-C-101
1	Container of Miscellaneous Marine Equipment & Supplies ; PC11-C-102
1	Container of Miscellaneous Items ; PC11-C-103
1	Container of Diving Equipment; Complete topside reclaim system - chamber and diver support, Includes Blue Shipping container, Complete potable water, ECU and diver hot water shack - new, PC11-C-105
1	HPU and Hose Reel; for Shears
1	Manitowoc Model 4100 Crane
3	HPU & HHR
1	Auto Pipe Roller
1	Auto Pipe Roller
6	HPU
3	Crawler Cranes
4	Pipe Shears
1	Jet pump
1	Conveyor System
3	HHR
1	Hydraulic Winch
1	HPU Electric
1	Vessel Cooling Pump
1	Cable Reel
1	Generator
1	Light Plant
3	Winches
1	DC Motor

Qty	Description
1	DC Motor
1	AC Motor
1	Bow Roller
2	Tugger
1	Generator
1	Lathe
1	Auto Plasma Cutter
2	Welders
1	Hi-Low Air Compressor
8	Skagit Model AED 285 Winches
4	AmCON Model 350 Winches
1	Lantech 25-Ton A&R Winch
1	Soda Blaster
1	Motor
1	Hose Crimper
1	HP Compressor
1	Portable Generator
1	Port-a-cool 4in
1	Stubby 60' Bobtail Stinger
1	55' Truss
1	U-Pontoon
1	Alpha Stinger ; 7 sections, white painted Alpha stinger
3	Jet Sled ; White Painted Assembly
1	Curved Pipe Shoe
1	Gangway R1
2	Pipe Reels
1	Model D100 Pile Driver
1	Model D200 Pile Driver
1	Stinger - 60ft ladder ; Painted White
1	Model D80 Pile Driver; Red painted piling hammer and square-section frame
2	Davits
1	Pile Driver; Spares only, Red painted piling hammer and square-section frame - Scrap
1	Ladder Stinger
1	Texas Davit System; Winch and A-frame skids with sheave hooks
1	Stinger - 75ft ladder ; Painted White
1	Plow
1	Lifting Frame
2	Pipe Tensioners; Red painted tensioner upper and lower
2	Stinger
1	Pig Launcher ; White painted pig launcher 30in dia pipes

Qty	Description
1	Uncle John Derrick Equipment and Gangway
1	Aquaterra Cable handling, lay and burial spread ; Consisting of Stern Chute, Cable Management System, Hydraulic power unit, Detroit 871 Power unit, Sunstrand hydrostatic pump, Conventional pump, Auaterra Sea Plow, Jet assisted floatable skid, Stainless 2m injector, Stainless 3m injector, Aquaterra control van, Cable reels, 20' containers, Traylor unit
1	Spuds ; Uncoated steel, pointed end spuds
1	Mud Bug
1	Mud Bug Hose Reel; & Jet Pumps
1	Pipe Burial Sled
1	Anchor Cable Shivs
1	Western Gear Model Super 80 Pipe Tensioner
2	50,000-Lbs. Load Cells
1	Model 150Te Digital Load Cell
1	Assortment of Used Hoses
1	Spools of Wire Rope
1	Lead Sheets
1	Pipe Saddles
1	Concrete segment mats ; Includes Concrete Mats 8' x 20' x 9", Concrete Mats 8' x 20' x 9" with skid on bottom
1	6" x 40' Casing
1	Bear Claw ("Pipe Grip")
1	Misc Rigging, Slings, Link Plate, Shackles, Hooks
1	Lot of Rock Hopper
1	Confined Space Training Module
1	Pipe Anode Bracelets
1	Miscellaneous Tubing
1	Impact Drivers ; 6ea. 1 1/2" Drive, 5ea. 1" Drive
1	Basket of Assorted Shackles and pallets of rigging
1	Lot of Assorted Anchors
1	Lot of Mooring buoys ; Orange sheathed cylindrical units
1	Lot of Yokohama fenders ; Black fenders, 1x deflated
1	Davit System; Winch and A-frame skids with sheave hooks