

**EXHIBIT C**

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

In re: ) Chapter 11  
)  
TRICO MARINE SERVICES, INC., *et al.*,<sup>1</sup> ) Case No. 10-12653 (BLS)  
)  
Debtors. ) (Jointly Administered)  
)  
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**OPCO GOVERNANCE DOCUMENTS**

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**PLEASE BE ADVISED THAT** pursuant to the terms of the *Second Amended Disclosure Statement for the Debtors' Joint Plan of Liquidation* [Docket No. 1283], *Second Amended Joint Plan of Liquidation* [Docket No. 1284] (the "Plan"), and the *Order Approving (I) Disclosure Statement; (II) Voting Deadlines; (III) Confirmation Related Dates And Notices; and (IV) Solicitation Procedures* [Docket No. 1286], the Opco Governance Documents are part of the Plan Supplement.

**PLEASE BE FURTHER ADVISED THAT** due to objections by parties-in-interest to the public filing of the Opco Governance Documents, the Debtors are not filing them as part of the Plan Supplement on the docket but will provide them to parties-in-interest upon request.

**PLEASE BE FUTHER ADVISED THAT** any party-in-interest that wishes to obtain a copy of the Opco Governance Documents should transmit that request, along with an executed copy of the Non-Distribution Agreement attached hereto as Exhibit A, by electronic or regular mail to counsel for the Debtors at the below address:

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<sup>1</sup> The Debtors are the following entities (followed by the last four digits of their tax identification numbers): Trico Marine Services, Inc. (2405); Trico Marine Assets, Inc. (2404); Trico Marine Operators, Inc. (6124); Trico Marine International, Inc. (3132); Trico Holdco, LLC (3870); Trico Marine Cayman, L.P. (5842). The mailing address for all of the Debtors for the purpose of these Cases is 3200 Southwest Freeway, Suite 2950, Houston, TX 77027.

Vinson & Elkins LLP  
666 Fifth Ave, 26<sup>th</sup> Floor  
New York, NY 10028  
Attn: Alexandra S. Kelly, Esq.  
akelly@velaw.com

**EXHIBIT A**

## Non-Disclosure/Non-Distribution Agreement

July [●], 2011

[Recipient Name]  
[Recipient Address]

Dear [●]:

In connection with the request by [●] ("RECIPIENT" or "you") to receive a copy of the corporate governance documents of DeepOcean Group Holding AS (the "Company") set forth on Schedule 1 hereto (the "Restricted Documents"), RECIPIENT understands that the Company is prepared to make available to RECIPIENT the Restricted Documents and acknowledges that execution of this written agreement is a condition of the release to RECIPIENT of the Restricted Documents. RECIPIENT may disclose the Restricted Documents only to those of its directors, officers, employees, agents or advisors who need to receive the Restricted Documents (RECIPIENT's "Representatives"), it being understood that they shall be informed by RECIPIENT of the restricted nature of such Restricted Documents and that RECIPIENT shall obtain assurances from them that they will not distribute or otherwise disclose such Restricted Documents to the same extent as described herein. RECIPIENT shall be responsible for any breach of this agreement by its Representatives.

Without the prior written consent of the Company, RECIPIENT shall not, and shall cause its Representatives not to, distribute or otherwise disclose the Restricted Documents other than in accordance herewith. Notwithstanding anything to the contrary contained in this paragraph, RECIPIENT may make such distributions or disclosures if it is advised by counsel that such distribution or disclosure is required under applicable law or the rules of any national securities exchange; *provided* that prior to making any such distribution or disclosure, RECIPIENT shall promptly notify the Company and allow the Company the opportunity to review and comment upon the form and content of such distribution or disclosure.

In the event that RECIPIENT or any of its Representatives is requested or required by law to distribute or disclose any of the Restricted Documents, it is agreed that RECIPIENT and any such Representative will provide the Company with prompt written notice of such event (as permitted by law) so that the Company may seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this agreement by RECIPIENT or such Representative. In the event the Company determines to seek such protective order or other remedy, RECIPIENT and any such Representative will use reasonable efforts to cooperate with the Company in seeking such protective order or other remedy. In the event that such protective order or other remedy is not obtained and distribution or disclosure of the Restricted Documents is required, or the Company grants a waiver hereunder, RECIPIENT or such Representative as the case may be, (i) may, without liability hereunder furnish that portion (and only that portion) which, in the opinion of counsel to RECIPIENT or such Representative, as the case may be, it is legally required to disclose.

This agreement shall terminate at 11:59 p.m. (CDT) on July 8, 2012 (the "Termination Date").

All Restricted Documents provided by the Company shall be and shall remain the property of the Company. At any time upon the written request of the Company for any reason you shall promptly destroy or deliver to the Company, at the Company's election, all Restricted Documents furnished to you or any of your Representatives by or on behalf of the Company, together with all copies of such Restricted Documents in your possession or control or in the possession or control of any of your Representatives. In the event of such a written request by the Company for the return or destruction of the Restricted Documents, you agree to destroy all copies thereof (including, without limitation, electronic copies). Further, if requested in writing by the Company, you will provide written confirmation (which may be via email) that you have complied with the requirements of this paragraph. Notwithstanding the return or destruction of the Restricted Documents, you and your Representatives will continue to be bound by your obligations hereunder. Notwithstanding the provisions of this paragraph, the requirements to return or destroy the Restricted Documents as set forth in this paragraph shall not apply to any portion of the Restricted Documents that is required to be retained by applicable law, regulation or established internal document retention policies exercised in good faith.

Neither the Company nor any of its Representatives or affiliates shall have any liability to RECIPIENT or any other person, including, without limitation, RECIPIENT's Representatives, resulting from the use of, or reliance on, Restricted Documents by RECIPIENT or any of its Representatives. All Restricted Documents are provided without any warranties or representations, other than those specifically set forth herein.

It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. RECIPIENT agrees that money damages would not be a sufficient remedy for any breach of this agreement by RECIPIENT or its Representatives and that in addition to all other remedies the Company shall be entitled to equitable relief, including without limitation, an injunction or injunctions to prevent breaches of the provisions set forth herein and specific performance, for any breach of the provisions of this agreement. Except as expressly provided otherwise, the rights, obligations and remedies created by this agreement are cumulative and in addition to any rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided, nothing herein will be considered an election of remedies.

This agreement embodies the entire understanding and agreement between the parties with respect to the Restricted Documents and supersedes any prior understandings and agreements relating thereto.

The provisions of this agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; *provided* that if any provision of this agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the

parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

This agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by email or facsimile transmission.

This agreement shall be governed by and construed in accordance with the laws of New York, without giving effect to its conflicts of laws principles or rules. This agreement shall be binding upon the parties and upon their respective successors and assigns

Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this agreement may be brought in the United States Bankruptcy Court for the District of Delaware and each party consents to the exclusive jurisdiction and venue of such court (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on a party or its Representatives at the address listed herein will be deemed effective service of process.

**ANY PROCEEDINGS ARISING OUT OF AND/OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY A JUDGE TRIAL WITHOUT A JURY, AND THE RIGHT TO A JURY TRIAL IS WAIVED BY EACH PARTY HERETO, TO THE FULLEST PERMITTED BY APPLICABLE LAW.** Each party hereto hereby (a) certifies that no representative, agent or attorney of another person has represented, expressly or otherwise, that such other person would not, in the event of a proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it has not been induced to execute and deliver, or change its position in reliance upon the benefits of, this agreement by, among other things, the mutual waivers and certifications in this paragraph.

All notices, requests and other communications provided for or permitted to be given under this agreement must be in writing and given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by email, as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to the Company:

Attn: General Counsel  
c/o DeepOcean  
Stoltenberggt. 1

