

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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| <hr/> <b>In re:</b><br><br><b>EPIC COMPANIES, LLC,</b><br><br><b>Debtors.<sup>1</sup></b> <hr/> | §<br>§<br>§<br>§<br>§<br>§<br>§ | <b>Chapter 11</b><br><br><b>Case No. 19-34752 (DRJ)</b><br><br><b>(Jointly Administered)</b> |
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**LIQUIDATING TRUSTEE’S OBJECTION TO CLAIM  
NOS. 10138 AND 10144 FILED BY AXIS RENTAL SOLUTIONS LLC**

**THIS IS AN OBJECTION TO YOUR CLAIMS. THIS OBJECTION ASKS THE COURT TO DISALLOW THE CLAIMS THAT YOU FILED IN THIS BANKRUPTCY CASE. IF YOU DO NOT FILE A RESPONSE WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU, YOUR CLAIMS MAY BE DISALLOWED WITHOUT A HEARING.**

**To the Honorable David R. Jones,  
Chief United States Bankruptcy Judge:**

Jeffrey T. Varsalone, as the liquidating trustee (the “Liquidating Trustee”) of the Liquidating Trust of Epic Companies, LLC and certain of its subsidiaries, as debtors in the above-captioned cases (collectively, the “Debtors”), files this *Objection to Claim Nos. 10138 and 10144 filed by Axis Rental Solutions LLC* (the “Objection”) pursuant to sections 105(a) and 502(b) of title 11 of the United States Code §§ 101-1532 (the “Bankruptcy Code”), Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 3007-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas (the “Complex Case Procedures”). The

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Epic Companies, LLC (1473), Epic Diving & Marine Services, LLC (2501), Epic Applied Technologies, LLC (5844), Epic Specialty Services, LLC (8547), Epic Alabama Steel, LLC (6835), Epic San Francisco Shipyard, LLC (5763) and Zuma Rock Energy Services, LLC (1022). The mailing address for the Debtors is: P.O. Box 79625, Houston, Texas 77279-9625.

Liquidating Trustee respectfully represents as follows in support of this Objection and submits the *Declaration of Jeffrey T. Varsalone in Support of the Liquidating Trustee's Objection to Claim Nos. 10138 and 10144 filed by Axis Rental Solutions LLC* attached hereto as **Exhibit A** (the "Varsalone Declaration").

### **SUMMARY OF OBJECTION**

1. The Liquidating Trustee objects to Proof of Claim No. 10138 ("Claim 10138") and Proof of Claim No. 10144 ("Claim 10144," and together with Claim 10138, the "Claims") filed by Axis Rental Solutions LLC (the "Claimant") for the following reasons. First, Claim 10138 duplicates Claim 10144. Second, Claim 10144 arises from obligations under an equipment lease (the "Lease") between the Claimant and Ranger Offshore, Inc. ("Ranger Offshore") that the Debtors did not assume in the acquisition of certain Ranger Offshore assets. The Liquidating Trustee therefore seeks entry of an order (1) disallowing Claim 10138 as a duplicate claim, and (2) disallowing Claim 10144 to the extent it exceeds \$73,452.26.

### **JURISDICTION AND VENUE**

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This Objection is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. § 1408.

3. The bases for the relief requested in this objection are sections 105(a) and 502(b) of the Bankruptcy Code, Bankruptcy Rule 3007, Bankruptcy Local Rule 3007-1, and the Complex Case Procedures. Pursuant to the Plan (as defined below), this Court retained jurisdiction over claim objections.

### **FACTUAL BACKGROUND**

4. On August 26, 2019 (the “Petition Date”), the Debtors each commenced a case by filing a petition for relief under Chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). These Chapter 11 Cases are jointly administered pursuant to Bankruptcy Rule 1015(b).

5. On February 13, 2020, the Debtors and the Committee filed their *Joint Plan of Liquidation of Epic Companies, LLC and its Debtor Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 581] (the “Plan”). On April 7, 2020, the Court entered its *Order Approving Plan Proponents’ Disclosure Statement and Confirming Plan Proponents’ Joint Plan of Liquidation of Epic Companies, LLC and its Debtor Subsidiaries Under Chapter 11 of the Bankruptcy Code* [Docket No. 681] (the “Confirmation Order”).

6. The Plan and the Confirmation Order established the Liquidating Trust and approved the Liquidating Trust Agreement, which appointed the Liquidating Trustee to, among other things, “have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims.” *See* Plan, Art. VIII.B. Pursuant to the Plan, the Debtors’ estates are deemed consolidated for purposes of making distributions to general unsecured claims. *See* Plan, Art. V.A.

7. On November 5, 2019, the Claimant filed Claim 10138 against Epic Applied Technologies, LLC (“Epic Applied”) asserting a general unsecured claim in the amount of \$215,068.22 for outstanding balances related to an equipment lease. On November 5, 2019, the Claimant filed Claim 10144 as an amendment to Claim 10138. Claim 10144 is identical to Claim 10138 except Claim 10144 includes documentation related to invoices for services provided by the Claimant to Ranger Offshore.

### **CLAIMS BAR DATE**

8. On October 3, 2019, the Court entered an *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Request for Payment Under Section 503(b)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Request, and (IV) Approving Notice of Bar Dates* [Docket No. 226] (the “Bar Date Order”) pursuant to which the Court, among other things, established November 6, 2019, at 11:59 p.m. (prevailing Central Time), as the deadline for all non-governmental entities<sup>2</sup> holding or wishing to assert a “claim” (as defined in section 101(15) of the Bankruptcy Code).

9. On October 5, 2019, Epiq Corporate Restructuring LLC mailed notice of the Bar Date Order (the “Bar Date Notice”) to potential claimants in accordance with the procedures set forth therein. [See Docket No. 236].

10. The Debtors also published the Bar Date Notice in accordance with the Bar Date Order in *USA Today* (national edition), the *Houston Chronicle*, and *The Times-Picayune | The New Orleans Advocate* on October 25, October 27, and October 28, 2019, respectively. [See Docket No. 444].

### **OBJECTION**

11. Section 502 of the Bankruptcy Code deems the allowance of a claim or interest, proof of which is filed under section 501 of the Bankruptcy Code “unless a party in interest . . . objects.” 11 U.S.C. § 502.

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<sup>2</sup> The deadline for all governmental units asserting a “claim” (as defined in section 101(15) of the Bankruptcy Code) against the Debtors that arose on or prior to the Petition Date to file written proof of such claim was February 24, 2020, at 11:59 p.m. (prevailing Central Time).

12. Bankruptcy Rule 3001(f) provides that “[a] proof of claim executed and filed in accordance with [the Bankruptcy Rules] shall constitute prima facie evidence of the validity and amount of the claim.” *See, e.g., In re Jack Kline Co., Inc.*, 440 B.R. 712, 742 (Bankr. S.D. Tex. 2010). A proof of claim loses the presumption under Bankruptcy Rule 3001(f) when an objecting party refutes at least one allegation that is essential to the claim’s legal sufficiency. *See In re Fidelity Holding Co., Ltd.*, 837 F.2d 696, 698 (5th Cir. 1988). The burden then shifts to the claimant to prove the validity of its claim by a preponderance of the evidence. *Id.* Thus, even with the burden shifting framework, “the ultimate burden of proof always lies with the claimant.” *In re Armstrong*, 347 B.R. 581, 583 (Bankr. N.D. Tex. 2006) (citing *Raleigh v. Ill. Dep’t of Rev.*, 530 U.S. 15 (2000)).<sup>3</sup>

13. The Liquidating Trustee objects and seeks entry of an order disallowing Claim 10138 in its entirety because it duplicates Claim 10144. Claim 10144 is identical to Claim 10138 except Claim 10144 includes documentation related to invoices for services provided by the Claimant to Ranger Offshore. Failure to disallow Claim 10138 could potentially result in the Claimant receiving double recovery to the detriment of other creditors.

14. Additionally, the Liquidating Trustee objects and seeks entry of an order disallowing Claim 10144 to the extent it exceeds \$73,452.26 because it is based on liabilities that the Debtors did not assume in the acquisition of certain Ranger Offshore assets. Originally, Epic Companies, LLC (“Epic”) was formed in March 2018 through the acquisition of Tetra Technologies Inc.’s offshore services division, which included Tetra Applied (now known as Epic Applied and Epic Diving & Marine Services, LLC). In August 2018, Navarro Capital Partners LLC (“Navarro”) (a subsidiary of Epic) acquired certain assets from Ranger Offshore and certain

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<sup>3</sup> Pursuant to Bankruptcy Local Rule 3007-1(b) “[a]n objection to claim may be filed without a hearing date.”

other Ranger entities as set forth in the asset purchase agreement (the “Ranger APA”), attached hereto as **Exhibit B**. When acquiring certain of Ranger Offshore’s assets, Navarro explicitly excluded the liability associated with the Lease because the Ranger APA lists accounts payable owed to the Claimant as an “Excluded Liability.” *See* Ranger APA, Schedule 6. Under the Ranger APA, “Buyer shall not be responsible for any liabilities set forth in Schedule 6,” Ranger APA, § 6, and “Excluded Liabilities” includes “any liabilities associated with the conduct of Seller’s business (including acts or omissions) prior to the Closing Date.” Ranger APA, § 6(E). Consequently, Navarro did not assume the pre-Closing Date<sup>4</sup> liabilities associated with the Lease.

15. As set forth in the Varsalone Declaration, after the Closing Date of the Ranger APA, the Claimant continued providing goods and equipment rentals to Epic for the on-going projects. As such, Epic owes the Claimant \$73,452.26, for goods and equipment rentals provided after the Closing Date pursuant to the outstanding invoices. Accordingly, the Liquidating Trustee asserts that Claim 10144 should be reduced from the amount asserted in Claim 10144 to the modified amount of \$73,452.26 (the “Modified Claim”).

16. The Liquidating Trustee asserts that the amount of the Modified Claim is consistent with the Debtors’ books and records and/or with the information provided by the Claimants. Failure to modify Claim 10144 would result in the Claimant receiving a better recovery than other similarly situated creditors, even though such recovery is not warranted. Therefore, Claim 10144 should be modified and disallowed to the extent it exceeds \$73,452.26.

### **RESERVATION OF RIGHTS**

17. The Liquidating Trustee expressly reserves all rights related to this Objection, including, without limitation, the right to amend, modify, or supplement this Objection and/or raise

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<sup>4</sup> The “Closing Date” of the Ranger APA was August 8, 2018.

any additional objections or arguments, prior to or during any hearing(s) regarding the claims, or any hearing regarding payment of any claims. The Liquidating Trustee also reserves the right to object to any of the claims on any other grounds. All such rights are expressly reserved and preserved.

### **CONCLUSION**

WHEREFORE, the Liquidating Trustee respectfully requests that this Court grant the Objection as set forth above, and grant any further relief to which the Liquidating Trustee may be justly entitled.

Dated: June 25, 2021  
Houston, Texas

#### **PORTER HEDGES LLP**

By: /s/ M. Shane Johnson

#### **PORTER HEDGES LLP**

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*Counsel for the Liquidating Trustee*

**CERTIFICATE OF SERVICE**

I certify that on June 25, 2021, a copy of the foregoing document was served through the Electronic Case Filing System to all parties appearing in these cases, and by first class mail and electronic transmission to the party identified below:

Axis Rental Solutions LLC  
Attn: Riviere Abel, APLC  
103 West Third Street  
Thibodaux, Louisiana 70301  
criviere@rivierelaw.com

/s/ M. Shane Johnson  
M. Shane Johnson



**Exhibit A**

**The Varsalone Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

|   |                                 |  |
|---|---------------------------------|--|
| <hr/> <b>In re:</b><br><br><b>EPIC COMPANIES, LLC,</b><br><br><b>Debtors.<sup>1</sup></b> <hr/> | §<br>§<br>§<br>§<br>§<br>§<br>§ | <b>Chapter 11</b><br><br><b>Case No. 19-34752 (DRJ)</b><br><br><b>(Jointly Administered)</b> |
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**DECLARATION OF JEFFREY T. VARSALONE IN SUPPORT OF  
THE LIQUIDATING TRUSTEE’S OBJECTION TO CLAIM NOS.  
10138 AND 10144 FILED BY AXIS RENTAL SOLUTIONS LLC**

I, Jeffrey T. Varsalone, hereby declare under penalty of perjury:

1. I am the Liquidating Trustee of the Liquidating Trust of Epic Companies, LLC and certain of its subsidiaries (collectively, the “Debtors”).

2. I have read the *Liquidating Trustee’s Objection to Claim Nos. 10138 and 10144 filed by Axis Rental Solutions LLC* (the “Objection”),<sup>2</sup> filed contemporaneously herewith, and to the best of my knowledge, information, and belief, the assertions made in the Objection are accurate.

3. I seek entry of an order (1) disallowing Claim 10138 in its entirety because it duplicates Claim 10144, and (2) disallowing Claim 10144 to the extent it exceeds \$73,452.26. On November 5, 2019, the Claimant filed Claim 10144 as an amendment to Claim 10138. Claim 10144 is identical to Claim 10138 except Claim 10144 includes documentation related to invoices for services provided by the Claimant to Ranger. Therefore, Claim 10138 is a duplicate of Claim

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Epic Companies, LLC (1473), Epic Diving & Marine Services, LLC (2501), Epic Applied Technologies, LLC (5844), Epic Specialty Services, LLC (8547), Epic Alabama Steel, LLC (6835), Epic San Francisco Shipyard, LLC (5763) and Zuma Rock Energy Services, LLC (1022). The mailing address for the Debtors is: P.O. Box 79625, Houston, Texas 77279-9625.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Objection.

10144. Failure to disallow Claim 10138 could potentially result in the Claimant receiving double recovery to the detriment of other, similarly situated creditors. For these reasons, I believe the disallowance of Claim 10138 is appropriate.

4. Additionally, Claim 10144 should be disallowed to the extent the amount exceeds \$73,452.26 because the Claim arises from liabilities that the Debtors did not assume in the acquisition of certain Ranger Offshore assets. Originally, Epic was formed in March 2018 through the acquisition of Tetra Technologies Inc.'s offshore services division, which included Tetra Applied (now known as Epic Applied and Epic Diving & Marine Services, LLC). In August 2018, Navarro Capital Partners LLC ("Navarro") (a subsidiary of Epic) acquired certain assets from Ranger Offshore and certain other Ranger entities as set forth in the Ranger APA, attached to the Claim as **Exhibit B**. When acquiring certain of Ranger Offshore's assets, Navarro explicitly excluded the liability associated with the Lease because the Ranger APA lists accounts payable owed to the Claimant as an "Excluded Liability." *See* Ranger APA, Schedule 6. Under the Ranger APA, "Buyer shall not be responsible for any liabilities set forth in Schedule 6," Ranger APA, § 6, and "Excluded Liabilities" includes "any liabilities associated with the conduct of Seller's business (including acts or omissions) prior to the Closing Date." Ranger APA, § 6(E). Consequently, Navarro did not assume the pre-Closing Date<sup>3</sup> liabilities associated with the Lease.

5. After the Closing Date of the Ranger APA, the Claimant continued providing goods and equipment rentals to Epic for the on-going projects. As such, Epic owes the Claimant \$73,452.26, for goods and equipment rentals provided after the Closing Date pursuant to the outstanding invoices. Failure to modify Claim 10144 as set forth in the Objection would result in the Claimant receiving an unwarranted recovery against the Debtors to the detriment of other

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<sup>3</sup> The "Closing Date" of the Ranger APA was August 8, 2018.

similarly situated creditors. Accordingly, I believe modification of Claim 10144 is appropriate and that Claim 10144 should be disallowed to the extent the amount exceeds \$73,452.26.

6. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing declaration are true and correct to the best of my knowledge, information, and belief.

Dated: June 25, 2021

/s/ Jeffrey T. Varsalone

Name: Jeffrey T. Varsalone  
Title: Liquidating Trustee of  
the Epic Liquidating Trust

**Exhibit B**

**The Ranger APA**

**EXECUTION VERSION****ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "Agreement"), dated August 8, 2018 (the "Effective Date"), is made by and among Navarro Capital Partners, LLC, a Texas limited liability company ("Buyer"), Ranger Offshore, Inc. ("Ranger" and, together with those direct and indirect subsidiaries of Ranger signatory to this Agreement, collectively the "Seller"), and SunTx Ranger Holdings, LLC, a Delaware limited liability company, being the direct or indirect holder of substantially all of the outstanding equity interests of the Seller (the "Shareholder") regarding the purchase by Buyer of certain assets of the Seller and the entering into of certain other agreements in connection therewith. For avoidance of doubt, nothing herein shall impact the obligations of the Seller or Shareholder to White Oak Global Advisors, LLC, under that certain Amended and Restated Loan and Security Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), and the Loan and Security Agreement and any related loan and security documents remain in full force and effect. As part of the consideration for this Agreement, the Buyer will be joined as a Borrower pursuant to an Amendment to the Loan and Security Agreement, which Amendment shall be executed simultaneously with the Closing. The Buyer, Seller and Shareholder hereby acknowledge and agree that all Purchased Assets under this Agreement shall be subject to the security interest and liens of White Oak Global Advisors, LLC as Administrative Agent to certain lenders under the Loan and Security Agreement.

The closing (the "Closing") shall be held on the Effective Date (the "Closing Date"), simultaneously with the execution of this Agreement.

1. Purchased Assets. The Seller will sell to Buyer and Buyer will purchase from the Seller on the Closing Date, all of the assets of the Seller which are used by Seller in connection with the operation of its business (the "Business"), both tangible and intangible (the "Purchased Assets"), but excluding those assets specifically identified on Schedule 1 hereto, such excluded assets to include, without limitation, the stock or other equity interests of any subsidiary of Seller (other than the equity of each of Ranger Offshore Mexico S. DE R.L. DE C.V., Remuda Shipping S. DE R.L. DE C.V. and Remuda Offshore, S. DE R.L. DE C.V., which shall be an acquired asset) and the Excluded Contracts (defined below) (collectively, the "Excluded Assets"). The Purchased Assets include, without limitation all of Seller's right, title and interest in and to the assets listed in the attached Schedule of Purchased Assets and:

A. all customer agreements, arrangements, lists and relationships, including, without limitation, those set forth on Schedule 1(A) hereto (provided that, to the extent not an Assumed Liability, such acquisition does not include the assumption by Buyer or any obligations for services performed (including any warranty or defect obligations) or liability in respect of services to be performed or products to be provided which, per the terms of any customer agreement, should have been performed or were performed prior to the Closing Date) (the "Customer Agreements");

B. all vessels, vehicles, systems, equipment, inventory, parts, tools and other personal property, including, without limitation, those set forth on Schedule 1(B) hereto (the "Personal Property");

C. all United States and foreign registered, issued, pending, contractual and common law, trade names, trademarks, logos, domain names, websites, good will, patents and patentable material, copyrights and copyrightable material, rights of publicity, permits, franchises and all technology rights and licenses, including computer software and programs (including all source code and object code), websites and all proprietary know-how, trade secrets, inventions, discoveries, developments, research, and formulas, whether or not patentable, and all other proprietary information or intangible property and any improvements, updates, enhancements or modifications related to any of the foregoing, in each case whether or not registered, including, without limitation, those items set forth on Schedule 1(C) hereto (hereinafter collectively referred to as "Intellectual Property Assets");

D. all other intangible assets, including all franchises, licenses, permits, options, goodwill and any inventions, developments and ideas;

E. all of the Seller's books, financial and business records relating to the Business;

F. all accounts receivable, prepaid items and all other current assets; and

G. the equity of each of Ranger Offshore Mexico S. DE R.L. DE C.V., Remuda Shipping S. DE R.L. DE C.V. and Remuda Offshore, S. DE R.L. DE C.V.

2. Consideration for Purchased Assets. The Purchased Assets are being acquired prior to the acquisition by an affiliate of Buyer (the "Africa Asset Purchaser") of the assets of Ranger Subsea Nig, Ltd. (the "Africa Asset Purchase"); provided, however, that neither the Closing nor the effectiveness of this Agreement nor any of the agreements or transactions contemplated hereby is contingent upon the execution of the Africa APA (as defined in Section 14) or the consummation or performance of the Africa Asset Purchase, and the failure to execute, consummate or perform any agreement contemplated by the Africa APA for any reason shall not affect the effectiveness of this Agreement or any of the agreements or transactions contemplated by this Agreement. The consideration for the Purchased Assets includes: (i) the execution and delivery by each party hereto and certain other parties of the Settlement Agreement; (ii) the execution of the Cash Sharing Agreement (defined below); and (iii) the assumption by Buyer of the Assumed Liabilities. At the Closing (i) the Seller is delivering to Buyer on the Closing Date, to the best of the Seller's knowledge, the Purchased Assets free and clear of all liens, encumbrances or claims of any kind other than liens described on Schedule 2; and (ii) except as set forth on Schedule 2, to the best of the Seller's knowledge, all outstanding interest bearing indebtedness secured by the Purchased Assets including, but not limited to, all bank financing, notes payable, Internal Revenue Service obligations and penalties, past-due pension obligations and penalties, capitalized leases, letters of credit, guarantees, intercompany loans, vehicle loans, accrued interest and fees related to any of the foregoing and all taxes are paid off, or liens in respect thereof released (with written evidence of such release), prior to or at the Closing.

### 3. Certain Definitions.

"Assumed Liabilities" means only those liabilities set forth on Schedule 3(D)(1) hereto.

"Closing Balance Sheet" means the statement of financial position of Seller as at the Closing Date (hereinafter defined) (immediately prior to the sale of the Purchased Assets to Buyer and assumption by Buyer of the Assumed Liabilities) and reflecting only the Purchased Assets and the Assumed Liabilities and no other assets or liabilities, as prepared by Buyer in accordance with Generally Accepted Accounting Principles (hereinafter defined).

"Excluded Contracts" means (i) that certain Management Services Agreement, dated January 1, 2017, by and between Ranger Offshore, Inc. and Ranger Subsea Nig, Ltd. (the "MSA") and (ii) the contracts and agreements set forth on Schedule 3(D)(2).

"Generally Accepted Accounting Principles" or "GAAP" means such principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a "consistent basis" means that accounting principles observed in the current period are comparable in all material respects to those applied in the preceding periods, except as change is permitted or required under or pursuant to such accounting principles.

"Mortgages" means the U.S Fleet Mortgage and the Vanuatu Mortgage, collectively.

"Shipowners" means the U.S. Shipowner and the Vanuatu Shipowner, collectively.

"U.S. Citizen" means a citizen of the United States within the meaning of Section 2 of the Shipping Act, 1916, 46 U.S.C. § 50501, eligible to own and operate the U.S. Vessels in the U.S. coastwise trade.

"U.S. Fleet Mortgage" means the Amended, Restated and Reaffirmed First Preferred Fleet Mortgage given by the U.S. Shipowner in favor of White Oak Global Advisors, LLC, as Trustee Mortgagee, over the whole of the U.S. Vessels, as further amended and restated from time to time.

"U.S. Shipowner" means RANGER REMUDA, LLC, a Delaware limited liability company.

"U.S. Vessels" means, collectively, (a) the "Joe G. Jr." with Official Number 511366, registered and flagged under the Laws of the United States; and (b) the "Savannah River" with Official Number 586452, registered and flagged under the Laws of the United States.

"Vanuatu Mortgage" means the First Preferred Mortgage given by the Vanuatu Shipowner in favor of White Oak Global Advisors, LLC, as Trustee Mortgagee, over the whole of the Vanuatu Vessel, as amended and restated from time to time.

"Vanuatu Shipowner" means Ranger.

"Vanuatu Vessel" means the "Global Orion" with Official Number 1794 and flagged under the Laws of the Republic of Vanuatu.

"Vessels" means, collectively, the U.S. Vessels and the Vanuatu Vessel.

"WARN" means the Worker Adjustment and Retraining Notification Act and any applicable, similar state or other laws, including any amendments thereto.

#### 4. Certain Other Agreements.

A. Excess Cash Sharing Agreement. On the Closing Date, Buyer, an affiliate of Buyer, and Akirfa Holdings, LLC, a Delaware limited liability company ("Akirfa"), shall enter into an Excess Cash Sharing Agreement (the "Cash Sharing Agreement") in the form attached as Exhibit A hereto.

B. Settlement Agreement and Release. On the Closing Date, the Shareholder, Buyer and certain other parties shall enter into a Settlement Agreement and Release (the "Settlement Agreement") in the form attached as Exhibit B hereto.

C. Bill of Sale. On the Closing Date, the Seller shall execute and deliver to Buyer (i) the Bill of Sale attached as Exhibit C (ii) Bills of Sale duly executed by the U.S. Shipowner in favor of the Buyer on U.S. Coast Guard Form CG-1340 conveying good and marketable title to each of the U.S. Vessels and (iii) a Bill of Sale duly executed by the Vanuatu Shipowner in favor of the Buyer, in form suitable for recordation with the Vanuatu Ship Registry, conveying good and marketable title to the Vanuatu Vessel (collectively, such Bills of Sale the "Bill of Sale").

D. Assignment and Assumption. On the Closing Date, the Seller shall execute and deliver to Buyer the Assignment and Assumption Agreement attached as Exhibit D (the "Assignment and Assumption Agreement").



E. Allocation of Consideration. The consideration set forth in this Agreement (and Assumed Liabilities and other relevant items) shall be allocated to the Purchased Assets pursuant to the methodology set forth on Schedule 4(E). Buyer and Seller agree to complete as soon as reasonably practicable after the Closing Internal Revenue Service Form 8594 based upon Schedule 4(E). Buyer and Seller agree to report the transactions contemplated by this Agreement consistently with the methodology set forth in Schedule 4(E) (subject to any required adjustments) and to take no position in any examination, claim for refund, or any contest (administrative or judicial) of any adjustment to any return that is inconsistent with the methodology set forth in Schedule 4(E) (subject to any required adjustments).

F. Wind Down / Liquidation Plan. Following the Closing, the Chief Restructuring Officer of Seller shall prepare a written wind down and liquidation plan (the "Plan") setting forth the procedures and steps to wind down and liquidate the Seller. A copy of the Plan shall be made available to the Shareholder no later than 10 Business Days prior to its adoption. The Seller shall be wound down and liquidated by the Chief Restructuring Officer of Seller in a commercially reasonable manner and in accordance with the Plan and applicable law, and in a manner that shall not (i) impair, expand or otherwise alter the rights or obligations under the Settlement Agreement of the parties thereto, (ii) cause the Settlement Agreement to be ineffective or invalid in whole or in part, (iii) impose any liability or obligation upon the Administrative Agent, as defined in the Settlement Agreement, or its affiliates or (iv) impose any liability or obligation upon any officer, director, manager or employee of any party to the Settlement Agreement or their affiliates. The parties will reasonably cooperate with each other in connection with their respective obligations, if any, under the WARN act in connection with such wind down and liquidation.

G. Shipowner's Assignment. On the Closing Date, the Seller shall deliver to Buyer a duly executed assignment of Shipowner's right, title and interest in and to any and all existing warranties and contract rights in respect of the Vessels (the "Shipowner's Assignment").

H. Protocol of Delivery and Acceptance. A Protocol of Delivery and Acceptance executed by each Shipowner evidencing the date and time that each Vessel was delivered to the Buyer (the "Protocol of Delivery and Acceptance").

I. Equity Powers. On the Closing Date, the Seller shall deliver to Buyer such executed equity powers or other documents of transfer sufficient to transfer the equity of each of Ranger Offshore Mexico S. DE R.L. DE C.V., Remuda Shipping S. DE R.L. DE C.V. and Remuda Offshore, S. DE R.L. DE C.V. to Buyer (the "Equity Powers").

5. Assumed Liabilities. Upon the Closing, Buyer will assume the Assumed Liabilities and no others.

6. Excluded Liabilities. Buyer does not assume and shall not be responsible for any liability or obligation of Seller, the Shareholder or their affiliates other than the Assumed Liabilities. Without limitation, in each case to the extent not an Assumed Liability, Buyer shall not be responsible for any liabilities set forth in Schedule 6 or any of the following liabilities of Seller:

A. any liability to the Shareholder or any affiliate, including, without limitation, any intercompany loans or advances;

B. any liabilities for interest bearing debt, borrowed money or capital leases, or any guarantees, letters of credit or any obligations relating thereto;

C. any products liability;

D. any liability arising from or relating to Environmental Laws (defined below), Hazardous Substances or other environmental matters;

E. any liabilities associated with the conduct of Seller's business (including acts or omissions) prior to the Closing Date;

F. any liability of Seller insured against to the extent such liability is paid by an insurer;

G. any liabilities or expenses which are incurred by Seller in making or carrying into effect this Agreement or which are incidental thereto, including, without limitation,

(i) any liquidation or dissolution of Seller;

(ii) any Transfer Taxes (hereinafter defined); and

(iii) any and all costs, expenses or liabilities of Seller that arise out of the sale herein contemplated or that arise after the Closing Date;

H. any liabilities arising from or relating to the Excluded Assets or the Excluded Contracts;

I. any Pre-Closing Taxes (hereinafter defined);

J. any liabilities arising from or relating to any dispute, claim, lawsuit, investigation or other proceeding;

K. any employee benefit plans or arrangements, including, without limitation, any welfare benefit plan, pension benefit plan, other benefit arrangement or any contributions or any liability or obligation arising under any of the forgoing or in connection therewith; and

L. any accrued sales commissions or similar amounts incurred prior to the Closing and/or arising out of sales that occur prior the Closing (except to the extent of any current portion which was included within Assumed Liabilities).

7. Representations and Warranties. The Seller and the Shareholder (with respect to Sections 7A, 7B, 7D, 7J, 7Q, and 7S below) represent and warrant to Buyer as follows:

A. The Seller and the Shareholder (representing and warranting only as to itself) each has full corporate power and authority to (i) enter into this Agreement, (ii) enter into the exhibits and schedules attached hereto to which it is a signatory, and (iii) carry out the transactions contemplated herein. Except as set forth on Schedule 7(A)(1), no consent, approval, notice, filing or authorization is required, to or by any other person or entity (including any governmental or regulatory authority) in connection with the execution, delivery, consummation or performance of this Agreement or the transactions contemplated hereby. Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction listed in Schedule 7(A)(2) with all requisite corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets. Schedule 7(A)(3) lists each of the states where Seller is qualified as a foreign entity. The conduct of its business and its ownership or use of property do not require Seller to be qualified or licensed to do business as a foreign entity in any state except those listed in Schedule 7(A)(3). Schedule 7(A)(4) contains complete and correct copies of Seller's (i) articles or certificate of incorporation; (ii) bylaws or operating agreement; (iii) certificate of authority for the states listed in Schedule 7(A)(3); and (iv) good standing certificates for the states listed in Schedule 7(A)(3), each as amended to date.

B. Neither the Seller nor the Shareholder (representing and warranting only as to itself) is subject to or obligated under any article of organization, operating agreement, bylaw, or other organizational or formation document, or any law, rule, ordinance or regulation of any governmental authority, or any agreement or instrument, or any license, franchise or permit, or

subject to any order, writ, injunction or decree, which would be breached or violated by, or which would require notice or consent or approval by such party's execution, delivery and performance of this Agreement. Schedule 7(B) sets forth a list of all material licenses and permits used by Seller or required for the operation of the Business.

C. All of the Seller's issued and outstanding equity interests are, and will on the Closing Date be, owned as set forth in Schedule 7(C)(1). Except as set forth in Schedule 7(C)(2), the Seller has no subsidiaries and is not a party to any joint venture with any other entity or business operation. Except as set forth on Schedule 7(C)(3), there are no contracts, arrangements or other agreements between the Seller and any affiliate of Seller with respect to the Business.

D. The Seller and the Shareholder (representing and warranting only as to itself) have complied with all applicable Laws (defined below) prior to the Closing Date and in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby. "Laws" means, without limitation, all foreign, federal, state and local laws, statutes, rules, regulations, codes, ordinances, orders, judicial decrees, writs, injunctions or decisions issued, entered or promulgated pursuant to any foreign, federal, state or local law.

E. To the best of the Seller's knowledge, except as set forth on Schedule 7(E), the Seller has good and marketable title to all of the Purchased Assets free and clear of all mortgages, security interests, liens, pledges, claims, escrows, options, rights of first refusal, indentures, easements, licenses, security agreements or other agreements, restrictions, arrangements, contracts, commitments, understandings, obligations, royalties, charges or encumbrances of any kind or character. The Purchased Assets constitute all assets used in or necessary for the conduct of the Business as presently conducted. To the best of the Seller's knowledge, each Seller has good and marketable title to its Vessel free and clear of any lien, charge, security interest or encumbrance except for (i) the mortgage liens granted under the Mortgages, (ii) liens, security interests and encumbrances permitted under the Loan and Security Agreement, (iii) liens for master's and crew's wages on the current voyage, if not yet due and payable, and (iv) liens for the wages of stevedores on behalf of the Vessel when employed directly by a person identified in 46 U.S.C Section 31341(a), if not yet due and payable. The U.S. Shipowner is eligible to document each U.S. Vessel pursuant to Chapter 121 of Title 46 of the United States Code, and each U.S. Vessel is eligible to participate in the U.S. coastwise trade.

F. To the best of the Seller's knowledge, Schedule 7(F) contains a schedule of, and copies of, all Contracts (defined below) to which the Seller is a party, or by which the Purchased Assets are bound. Schedule 7(F) includes the names of all parties to each such Contract, the effective dates thereof, the dollar amount thereof (if applicable) and a brief description of the subject matter of such Contracts. The term "Contracts" shall mean all material oral (which shall be summarized in Schedule 7(F)) and written contracts, agreements, agency agreements, loan agreements, mortgages, indentures, deeds of trust, guarantees, commitments, joint venture agreements, purchase and/or sale agreements, collective bargaining, union, consulting and/or employment contracts, leases of real or personal property, easements, distribution or dealer agreements, service agreements, license agreements and advertising agreements to which Seller is a party (except Schedule 7(F) shall not include agreements which do not exceed, in the case of any one agreement, an obligation of \$50,000, and in the case of all similar agreements, an aggregate obligation of \$100,000) and shall include, without limitation, the Customer Agreements. To the best of the Seller's knowledge, except as set forth on Schedule 7(F)(1), Seller is not in default or alleged to be in default under any Contract nor does the Seller have knowledge of any default by any other party to any Contract, and there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute a default under any Contract. All of the Contracts are in full force and effect and constitute legal, valid and binding obligations of the Seller, and to Seller's knowledge, constitute legal, valid and binding obligations of the other parties thereto, in each case in accordance with their terms, and, except as set forth on Schedule 7(F)(2), are capable of assignment without any notice to or consent by any other party. Buyer has been provided true, correct and complete copies of all Contracts.

G. The Purchased Assets are in good condition and working order individually and in the aggregate, ordinary wear and tear excepted, and Seller is not restricted in the use thereof. Seller does not own any real property. Seller is not a tenant under any lease(s) of real property used by Seller except as described on Schedule 7(G). With respect to the leased real property described on Schedule 7(G): (A) all such leases are in full force and effect and constitute valid and binding obligations of the respective parties thereto; (B) there have not been and there currently are not any defaults thereunder by any party thereto; (C) no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default thereunder entitling the lessor to terminate the lease; and (D) the continuation, validity and effectiveness of all such leases under the current rentals and other current terms thereof will in no way be affected by the transactions contemplated by this Agreement or, if any would be affected, the Seller shall use all necessary means at its disposal to cause an appropriate consent to such transactions to be delivered to Buyer prior to the Closing Date at no cost or other adverse consequences to the Seller or to Buyer. Each parcel of real property, building, structure and improvement leased or otherwise utilized by Seller (collectively the "Premises") conforms in all material respects to all applicable Laws, including zoning regulations, none of which will, upon the sale of the Purchased Assets to Buyer, prohibit the use of such properties, buildings, structures or improvements, for the purposes for which they are now utilized. The Premises are of good quality construction throughout, are in good condition and working order, are adequate for their intended purposes, have no structural or other substantial deficiencies, and are free from deferred maintenance. Seller does not currently have, and in the past has not had, any interest (as owner, tenant or otherwise) in any real property except as disclosed on Schedule 7(G).

H. Except as set forth on Schedule 7(H), all accounts and notes receivable included on the Closing Balance Sheet constitute valid claims against third parties not affiliated with Seller arising in the ordinary course of business of Seller. The inventories of Seller on the Closing Date: (i) are valued with respect to each category of inventory at the lower of cost (on a FIFO basis) or market; and (ii) except as set forth on Schedule 7(H), do not include any items which are below standard quality, damaged or spoiled, obsolete or of a quality or quantity not usable or saleable in the normal course of the business of Seller as currently conducted within normal inventory "turn" experience, the value of which has not been fully written down, or with respect to which adequate reserves have not been provided. Seller has the proper amount of inventories to conduct its Business consistent with past practices.

I. Other than the Assumed Liabilities and the liabilities set forth on Schedule 7(I), and except for liabilities which will be paid off and discharged in full by the Seller prior to or on the Closing Date, and liens in respect thereof released (with written evidence of such release delivered to Buyer prior to the Closing Date), to the best of the Seller's knowledge, the Seller has no liabilities, obligations or claims (absolute, accrued, fixed or contingent, matured or unmatured, or otherwise) which relate to, encumber, bind or otherwise restrict the Purchased Assets, including liabilities, obligations or claims which may become known or arise only after the Closing Date and which result from actions, events or occurrences on or prior to the Closing Date.

J. Except as set forth on Schedule 7(J), there is no suit, action, investigation or proceeding pending or, to the knowledge of Seller or the Shareholder (representing and warranting only as to itself), threatened against Seller or the Shareholder or which, if adversely determined, would adversely affect the business, prospects, operations, earnings, properties or the condition, financial or otherwise, nor is there any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against Seller or the Shareholder having, or which, insofar as can be reasonably foreseen, in the future may have, any such effect.

K. The Seller is in full compliance with and has not violated any Laws relating to the environment, pollution, nuisance or Hazardous Substances (defined below) (collectively, "Environmental Laws"). The Seller has not generated, manufactured, recycled, reclaimed, refined, transported or treated hazardous substances or other dangerous or toxic substances, or

solid wastes (collectively, "Hazardous Substances"), and there has been no release or threatened release of any Hazardous Substances on or off any of the property leased by the Seller or any other location or facility used or occupied by the Seller. Such property contains no in-ground, below or underground storage tanks or containers, either in or not in use. No employee or former employee of the Seller has been exposed to any Hazardous Substances owned, produced or utilized by the Seller or any current or former subsidiary or otherwise in connection with their employment with the Seller. The Seller has not caused or experienced past or present events, conditions, circumstances, plans or other matters which: (i) are not in compliance with all Environmental Laws; or (ii) may give rise to any statutory, common law, or other legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation or investigation based on or relating to Environmental Laws or Hazardous Substances, including, without limitation, (x) such matters relating to any property owned, leased or utilized by the Seller, (y) relating to inventory of or waste from Hazardous Substances or (z) arising from any off-site disposal, release or threatened release of Hazardous Substances. The Seller has received no notice or indication from any governmental agency or private or public entity advising it that it is or may be responsible for any investigation or response costs with respect to a release, threatened release or cleanup of chemicals or materials produced by or resulting from any business, commercial or industrial activities, operations or processes, including, without limitation, any Hazardous Substances and no facts or circumstances exist which could give rise to any such obligations.

L. The Seller has duly and timely filed true, correct and complete Tax (defined below) returns, all prepared in accordance with applicable laws, for all years and periods (and portions thereof) and for all jurisdictions (whether federal, state, local or foreign) in which any Tax returns were due, excepting any extensions granted under law. The Seller has timely paid all Taxes required to be paid by it in accordance with applicable law. There are no existing liens for Taxes upon any of the Purchased Assets. No claim has ever been made by an authority in a jurisdiction where the Seller does not file Tax returns that the Seller is or may be subject to Tax by that jurisdiction. There is no dispute or claim concerning any Tax liability of the Seller. The Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. The term "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments, or other taxes or governmental charges of any kind whatsoever, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued under applicable federal, state, local or foreign tax law or assessed, charged or imposed by any governmental authority, domestic or foreign. Buyer has been provided true, correct and complete copies of all federal, state and foreign Tax returns filed by the Seller for the past five (5) years.

M. Schedule 7(M)(1) contains a list of, and Buyer has been provided true, correct and complete copies of, any and all employee benefit plans and all fringe benefit, cafeteria, profit sharing, deferred compensation, bonus, stock option, stock purchase, pension, retainer, consulting, retirement, welfare, or other incentive plan or arrangement, or employment agreement that the Seller maintains or to which it contributes. Except as identified on Schedule 7(M)(2), the Seller has not maintained, contributed to, or been required to contribute to any other "employee welfare benefit plan" (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA")) or any other "employee pension benefit plan" (as defined in Section 3(2) of ERISA), including any multi-employer plan. All plans, agreements, arrangements and commitments referred to in this Section 7(M) are in full compliance with all Laws, are legally valid and binding and in full force and effect, and there are no defaults or funding deficiencies thereunder.

N. The Seller has experienced no strikes or work stoppages and, except as set forth on Schedule 7(N), there is no collective bargaining relationship between the Seller and any union covering employees of Seller. There is no dispute or controversy with any union or other



organization relating to the Seller's employees and there are no proceedings pending or threatened involving a dispute or controversy.

O. Schedule 7(O) contains a complete and accurate list and summary description of all U.S. and foreign registered, pending and common law, trade names, service marks, trademarks, and logos, all U.S. and foreign issued and pending patents, all U.S. and foreign copyrights, whether or not registered, and any rights of publicity, franchises and technology rights and licenses, including computer software, owned by or licensed to Seller. Seller represents and warrants that Seller is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property Assets (as defined in Section 1(C)), other than the rights of licensor under any license agreements identified in Schedule 7(O), and has good and marketable title to the Intellectual Property Assets free and clear of all royalty obligations, security interests, liens and encumbrances. Seller does not unlawfully or wrongfully use or possess any Intellectual Property Assets and did not misappropriate the Intellectual Property Assets from another person or entity. Seller's use of the Intellectual Property Assets does not conflict with or infringe upon the rights of any third party and no such claim of infringement or violation has been threatened or asserted or is pending against Seller, its end-user customers, licensees or licensors. Furthermore, no product, including final and intermediate products, made, imported, offered for sale, sold or distributed by Seller, or service provided by Seller, violates any license or infringes any intellectual property rights of any third party. The Shareholder (representing and warranting only as to itself) and Seller are each unaware that any of the foregoing claims or demands by any third party will be, or is likely to be made, or of any fact or circumstance that could reasonably give rise to any such claim or demand. Seller has not entered into any agreement, license, release, or order that restricts the right of Seller or Buyer to exploit the Intellectual Property Assets in any way. The execution, delivery and performance of this Agreement by Seller does not and will not violate any security agreement, indenture, order, or other instrument to which Seller is a party or by which it or any of its assets is bound. The Intellectual Property Assets are valid and enforceable and Seller and the Shareholder have taken all necessary steps to ensure the validity and enforceability of the Intellectual Property Assets. Seller has the exclusive right to use all Intellectual Property Assets used in, or necessary for, Seller's business as currently conducted. Each Intellectual Property Asset owned or used by Seller immediately prior to the Closing Date will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing Date hereunder.

P. There exist no pending or, to the knowledge of Seller, threatened claims against the Seller for injury to person or property of its employees or any third parties suffered as a result of the sale of any product or performance of any service by the Seller including, but not limited to, claims arising out of the defective or unsafe nature of its products or services.

Q. Schedule 7(Q) contains copies of certain of Seller's statements of financial position and statements of income and retained earnings for the fiscal years then ended, each such statement being prepared by Seller's independent outside accountant. All such statements of financial position and the notes thereto are complete and accurate and fairly present the financial position of Seller as of the respective dates thereof, and such statements of income and retained earnings and the notes thereto fairly present the results of operations for the periods therein referred to, all in accordance with GAAP (except as stated therein or in the notes thereto). There are no selling, general and/or administrative costs, or other operating expenses, that should, under GAAP consistently applied, be running through an income statement.

R. Since July 1, 2018, except as set forth on Schedule 7(R), there has not been (a) any material adverse change in the business, prospects, financial condition, earnings or operations of the Seller; (b) any damage, destruction or loss, whether covered by insurance or not, having a material adverse effect on the Purchased Assets or the Business; (c) any increase in the compensation payable or to become payable to any of the employees or any adoption of or increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any such party; (d) any entry into any commitment or transaction outside the ordinary course of business; (e) any material change by Seller in

accounting methods, practices or principles; (f) any termination or waiver of any rights of value to the Seller; (g) any other transaction or event other than in the ordinary course of the Seller's business; (h) any adoption or amendment of any collective bargaining, bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, or other plan, agreement, trust, fund or arrangement for the benefit of employees providing services to the Seller; (i) any dividend or other distribution; or (j) any agreement or understanding made or entered into to do any of the foregoing.

S. None of the Seller, the Shareholder (representing and warranting only as to itself), any person or entity related to or affiliated with the Seller or any of the Shareholder, any officer, employee or agent of the Seller or any of the Shareholder, any other person or entity acting on behalf of or associated with the Seller or the Shareholder, nor any other entity directly or indirectly owned or controlled by the Seller or the Shareholder, acting alone or together, has (a) received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefit, regardless of its nature or type, from any customer, supplier, trading company, shipping company, governmental employee or other entity or individual with whom the Seller has done business directly or indirectly; or (b) directly or indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, trading company, shipping company, governmental employee or other person or entity who is or may be in a position to help or hinder the business of the Seller (or assist the Seller in connection with any actual or proposed transaction) which (i) might subject the Seller to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii), if not given in the past, might have had an adverse effect on the assets, business or operations of the Seller as reflected in the income statements set forth as Schedule 7(Q) or (iii), if not continued in the future, might adversely affect the assets, business, operations or prospects of the Seller or which might subject the Seller to suit or penalty in any private or governmental litigation or proceeding. Seller has not sold any products or services to any individual or entity in violation of any Law, including, without limitation, any Law limiting or restricting the sale of products or services to specified individuals or countries or into specified countries.

T. Schedule 7(T) sets forth a list of the employees of the Seller as of the Closing Date.

8. Conditions. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Buyer, at or prior to the Closing, of the following conditions:

A. Review. A full due diligence review of the Purchased Assets and business of the Seller shall be completed by Buyer, its affiliates, its legal counsel, its outside consultants, or others appointed by Buyer. Buyer shall be satisfied in its sole and absolute discretion with the results of such review. The cost of such review shall be borne by Buyer.

B. Consents and Approvals. All consents or approvals set forth on Schedule 8(B) shall have been obtained and delivered to Buyer. To the extent that any filings with or approvals of any governmental entity are required in connection with this Agreement or the transactions contemplated hereby (including, without limitation, any required HSR filing), such filings shall have been completed (with any applicable waiting period having expired or been waived or terminated) and such approvals shall have been obtained. The parties will reasonably cooperate with each other in connection with any such required filings or approvals.

C. Other Agreements. On the Closing Date, Buyer's affiliate shall have received the executed Cash Sharing Agreement, and Buyer shall have received the executed Cash Sharing Agreement, Settlement Agreement, Bill of Sale, Assignment and Assumption Agreement, Shipowner's Assignment, Protocol of Delivery and Acceptance, Equity Powers and the other agreements and deliveries contemplated by this Agreement. The transactions contemplated by each such agreement shall have been consummated, or shall be consummated simultaneously with the Closing. For the avoidance of doubt, neither the Closing nor the effectiveness of this

Agreement nor any of the agreements or transactions contemplated hereby is contingent upon the execution of the Africa APA or the consummation or performance of the Africa Asset Purchase, and the failure to execute, consummate or perform any agreement contemplated by the Africa APA for any reason shall not affect the effectiveness of this Agreement or any of the agreements or transactions contemplated by this Agreement.

D. Delivery of Schedules. All Schedules to this Agreement shall have been delivered to Buyer and shall be satisfactory to Buyer in its sole discretion. Without limiting the foregoing, Buyer shall have the right to prepare, to elect to have the Chief Restructuring Officer prepare or to elect to have the Seller prepare the following schedules (each such schedule being satisfactory to Buyer in its sole discretion): the Schedule of Purchased Assets, Schedule 1 (Excluded Assets); Schedule 1(A) (Customer Contracts); Schedule 1(B) (Personal Property); Schedule 1(C) (Intellectual Property Assets); Schedule 2 (Liens and Debt); Schedule 3(D)(1) (Assumed Liabilities); Schedule 3(D)(2) (Excluded Contracts); and Schedule 6 (Certain Specifically Excluded Liabilities).

E. Absence of Certain Changes. Except in the ordinary course of business, since the date hereof, no additional debt or other significant transaction has been or will be incurred by the Seller from the date hereof through the Closing Date. Without the prior written consent of Buyer, no extraordinary bonuses or similar payments to affiliates will be accrued or paid by the Seller from the date hereof through the Closing Date. Since the date hereof, there shall have been no material adverse change in the business, prospects, financial condition, earnings or operations of the Seller's business. The composition and mix of the operating assets and liabilities of Seller as of the Closing Date shall be substantially the same as at December 31, 2017.

F. Representations and Warranties; Performance. The representations and warranties made by the Seller and the Shareholder herein shall be true and correct on the date of this Agreement and on the Closing Date with the same effect as though made on such date; the Seller and the Shareholder (as applicable) shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to the Closing Date; President and chief financial officer of the Seller shall have delivered to Buyer a certificate, dated the Closing Date, in the form designated Schedule 8(F) hereto, certifying to such matters and the other conditions contained in this Section 8.

G. Joinder. The joinder of the Buyer as a Borrower to the Loan and Security Agreement and the assumption of the Mortgages related thereto is a condition precedent to the Closing.

The obligations of the Seller and Shareholder to consummate the transactions contemplated by this Agreement shall be subject to (i) its receipt of the executed Cash Sharing Agreement, Settlement Agreement, Assignment and Assumption Agreement, an affidavit duly signed by or on behalf of the U.S. Shipowner which confirms its status as a U.S. Citizen and a Protocol of Delivery and Acceptance executed by the Buyer evidencing the date and time that each Vessel was accepted from each Shipowner and (ii) the fulfillment, at or prior to the Closing, of the following conditions:

A. Governmental Approvals. To the extent that any filings with or approvals of any governmental entity are required in connection with this Agreement or the transactions contemplated hereby (including, without limitation, any required HSR filing), such filings shall have been completed (with any applicable waiting period having expired or been waived or terminated) and such approvals shall have been obtained.

B. Joinder. The joinder of the Buyer as a Borrower to the Loan and Security Agreement and the assumption of the Mortgages related thereto is a condition precedent to the Closing.



9. Apportionment of Taxes. Notwithstanding any other provision of this Agreement, Seller and the Shareholder shall be jointly and severally liable and indemnify Buyer for all Taxes attributable to the ownership or sale of the Purchased Assets or any operations of the Seller for all taxable periods (or portions thereof) ending on or before or including the Closing Date ("Pre-Closing Taxes"). Taxes which are personal property Taxes shall be allocated to Pre-Closing Taxes based on the number of days in the applicable taxable period during which the Purchased Assets were owned by the Seller. If Buyer makes a payment of any Pre-Closing Taxes or any Taxes specified below, it shall be entitled to prompt reimbursement from Seller and/or the Shareholder for such Taxes upon presentation to Seller of evidence of such payment. Seller and the Shareholder shall be jointly and severally liable and indemnify Buyer for any sales, use, documentary, recording, stamp, value added, excise, transfer or similar Taxes arising from the sale of the Purchased Assets or the transactions contemplated by this Agreement ("Transfer Taxes"). Claims arising under this Section 9 shall survive for the full period of any applicable statute of limitations plus an additional ninety (90) days.

10. Employees. Buyer shall be solely responsible for issuing, serving and delivering all orders and notices required, if any, pursuant to WARN in connection with the termination of any employees of the Seller. Further, Buyer shall retain the employees of the Seller, and shall take no action concerning the employees of the Seller before or after the Closing Date, to the extent necessary to avoid any requirement that the Seller deliver any WARN notifications with respect to any employees of the Seller or any individual employed by the Seller within the 90 day period prior to the Closing Date.

11. Indemnification and Hold Harmless. The Seller (excluding each of Ranger Offshore Mexico S. DE R.L. DE C.V., Remuda Shipping S. DE R.L. DE C.V. and Remuda Offshore, S. DE R.L. DE C.V.) and the Shareholder, jointly and severally, agree to protect, defend, indemnify and hold harmless Buyer and each of its shareholders, officers, directors, affiliates, subsidiaries, employees and agents and all of their successors, assigns and affiliates (collectively, the "Indemnified Parties") from and against any and all actions, proceedings, claims, demands, suits, liabilities, losses, fines, penalties, damages, judgments, settlements or other expenses and costs (including but not limited to reasonable attorneys' fees) incurred or sustained by Buyer or any of the other Indemnified Parties as a result of: (i) any breach by the Seller and/or the Shareholder of any term, provision, covenant or agreement contained in this Agreement or any document or agreement delivered pursuant hereto; (ii) any inaccuracy or misrepresentation in any of the representations or warranties made by the Seller and/or the Shareholder in this Agreement; (iii) any inaccuracy or misrepresentation in any certificate or other document or instrument required to be delivered by the Seller and/or the Shareholder in accordance with any provision of this Agreement; and/or (iv) the Excluded Liabilities.

12. Survival of Warranties. The respective representations and warranties of Seller and the Shareholder shall survive for a period of two (2) years from the Closing Date; provided, however, all representations and warranties made pursuant to Sections 7(A), 7(C) and 7(E) shall never expire; and all claims based on intentional or fraudulent actions, intentional or fraudulent misrepresentations or intentional or fraudulent breaches shall never expire.

13. Indemnification Limitation and Exclusive Remedy. The Indemnified Parties' sole recourse for satisfying any amounts due to them from claims arising out of or related to this Agreement is limited to the right to offset any such amounts against any payments due to Akirfa under the Cash Sharing Agreement (the "Offset Right"). Akirfa hereby acknowledges and agrees and consents to the Offset Right. The Buyer acknowledges and agrees that the Indemnified Parties' sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be limited to the Offset Right. In furtherance of the foregoing, Buyer, on behalf of itself and each of the Indemnified Parties, hereby waives, to the fullest extent permitted under law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it has or may have against the other parties hereto and their affiliates and each of their respective representatives and agents arising under or based upon any law, except pursuant to the Offset Right. For the avoidance of doubt, the effectiveness of the Cash Sharing Agreement and the indemnification limitations set forth in this Section 13 is not contingent upon the execution of the Africa APA or the consummation or performance of the

Africa Asset Purchase, and the failure to execute, consummate or perform any agreement contemplated by the Africa APA for any reason shall not affect the effectiveness of the Cash Sharing Agreement or the indemnification limitations set forth in this Section 13.

14. Africa Asset Purchase. The parties agree to use commercially reasonable efforts to promptly cause the consummation of the Africa Asset Purchase pursuant to the form of asset purchase agreement set forth on Exhibit E (the "Africa APA"). If the Africa Asset Purchase has not been consummated within 120 days following the date hereof, then either party shall be permitted to abandon the Africa Asset Purchase.

15. Termination of MSA. Effective as of the Closing, the MSA is hereby terminated and the parties thereto shall have no further obligation or liability thereunder. The parties hereto acknowledge, agree, and consent to such termination of the MSA.

16. Governing Law. This Agreement and the agreements executed in connection herewith shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the State of New York) as to all matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

17. Dispute Resolution. Subject to Section 18, any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement, the agreements entered into in connection herewith (except as may be set forth in any such agreement), or relating to any alleged breach hereof or thereof shall be determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in New York, New York or such other location as the parties in dispute may agree upon. The arbitration proceedings shall be subject to the substantive laws of the State of New York. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

18. Specific Performance. The parties agree that if any party hereto is obligated to, but nevertheless does not, consummate this transaction, then any other party, in addition to all other rights or remedies, shall be entitled to the remedy of specific performance mandating that the other party or parties consummate this transaction. In an action for specific performance by any party against any other party, the other party shall not plead adequacy of damages at law.

19. Further Assurances. From time to time after the closing, at Buyer's request, and without further consideration from Buyer, the Seller and the Shareholder shall execute and deliver such other instruments of conveyance and transfer and take such other actions as Buyer reasonably may require to convey, transfer to and vest in Buyer and to put Buyer in possession of the Purchased Assets.

20. No Liabilities Assumed. Buyer, the Seller and the Shareholder acknowledge and agree that Buyer is purchasing only the Purchased Assets. Except for the Assumed Liabilities, Buyer is not assuming any liabilities (absolute, accrued, fixed or contingent, matured or unmatured, or otherwise) of the Seller or the Shareholder, all such liabilities are retained by the Seller and/or the Shareholder.

21. Waiver of Compliance; Consents. Any failure of the Seller or the Shareholder on the one hand, or Buyer on the other hand, to comply with any obligation, covenant, agreement or condition herein may be waived in writing by Buyer or by the Seller and the Shareholder, respectively, but such waiver or

failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 21.

22. Methods of Termination. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time by mutual consent of Buyer and the Seller and the Shareholder or by either the Seller and the Shareholder or Buyer if such party is not in breach hereunder and the other party is in breach hereunder. Furthermore, if the Closing has not been consummated on or before the date that is 120 days after the date of this Agreement (the "End Date"), any party may terminate this Agreement and the transactions herein contemplated may be abandoned at any time after the End Date (so long as the Closing has not occurred). If this Agreement is terminated as provided herein: (a) each party will upon reasonable request redeliver all documents and other materials of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same; (b) no party hereto shall have any liability or further obligation to any other party to this Agreement, except for liability for breaches occurring prior to such termination; and (c) each party shall bear its own expenses.

23. Fees and Expenses. Each party will pay its own legal, brokerage, accounting and other fees, costs and expenses incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein.

24. Miscellaneous. This Agreement and all of the provisions hereof and the other documents or agreements contemplated hereby shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or under any of the other documents or agreements contemplated hereby shall be assigned by the Seller or the Shareholder without the prior written consent of Buyer. The Seller and the Shareholder specifically consent to the assignment by Buyer of Buyer's rights under this Agreement and the other documents or agreements contemplated hereby to Buyer's successors and assigns, including, without limitation, any lender of Buyer, any affiliate of Buyer or any successor to all or substantially all of Buyer's business or assets. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement, which term as used throughout includes the Exhibits and Schedules hereto, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first hereinabove set forth.

**BUYER:**

NAVARRO CAPITAL PARTNERS, LLC

By:  \_\_\_\_\_

Name: Thomas M. Clarke

Title: Authorized Signatory

**SELLER:**

RANGER OFFSHORE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RANGER REMUDA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RANGER OFFSHORE INT'L, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REMUDA SHIPPING, S. DE R.L. DE C.V.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REMUDA OFFSHORE, S. DE R.L. DE C.V.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first hereinabove set forth.

**BUYER:**

NAVARRO CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

RANGER OFFSHORE, INC.

By: Bill M  
Name: Bill Lam  
Title: President

RANGER REMUDA, LLC

By: Bill M  
Name: Bill Lam  
Title: President

RANGER OFFSHORE INT'L, LLC

By: Bill M  
Name: Bill Lam  
Title: President

RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.

By: Bill M  
Name: Bill Lam  
Title: President of the Board

REMUDA SHIPPING, S. DE R.L. DE C.V.

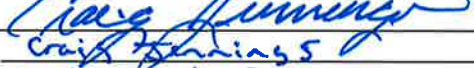
By: Bill M  
Name: Bill Lam  
Title: President of the Board

REMUDA OFFSHORE, S. DE R.L. DE C.V.

By: Bill M  
Name: Bill Lam  
Title: President of the Board


**SHAREHOLDER**

SUNTX RANGER HOLDINGS, LLC

By:   
Name: Craig Jennings  
Title: Authorized Person

**AKIRFA**

AKIRFA HOLDINGS, LLC

By:   
Name: Craig Jennings  
Title: Authorized Person

**EXHIBIT A**

**Form of Excess Cash Sharing Agreement**

## EXECUTION VERSION

## EXCESS CASH SHARING AGREEMENT

This EXCESS CASH SHARING AGREEMENT (this “**Agreement**”) is made and entered into as of August 8, 2018 (the “**Effective Date**”), by and among Akirfa Holdings, LLC, a Delaware limited liability company (“**Akirfa**”), Navarro Capital Partners, LLC (the “**US Purchaser**”), and Zuma Rock Energy Services, LLC, a Texas limited liability company (the “**Africa Purchaser**” and, together with the “**US Purchaser**”, collectively, the “**Purchasers**”).

**RECITALS**

In connection with the acquisition by the US Purchaser of the assets of Ranger Offshore, Inc. and its direct and indirect subsidiaries pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among US Purchaser, Akirfa, Ranger Offshore, Inc., and certain other parties thereto (the “**Ranger APA**”), the parties hereto desire to enter into this Agreement under which the Purchasers and their Affiliates will share excess Cash with Akirfa pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties as set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Definitions.** Capitalized terms used but not defined in this Agreement are defined in **Exhibit A**. In addition, (a) the terms “Purchaser” and “Purchasers” used in this Agreement mean the Africa Purchaser only, and (b) the term “Observer” relates only to the Africa Purchaser’s Board, in each case, unless and until the US Purchaser or any of its Affiliates operates a business in Africa.

2. **Sharing.**

(a) Within thirty (30) days following the last day of each Measurement Period, the Purchasers shall deliver or cause to be delivered to Akirfa a statement (each such statement, a “**Sharing Statement**”) setting forth in reasonable detail the Purchasers’ calculation of the Share Payment for such Measurement Period, including a report of Cash, Trade Accounts Receivable and Trade Accounts Payable together with the books, records and other back-up information reasonably necessary to support the Purchasers’ calculation of such Share Payment for the applicable Measurement Period.

(b) Each Sharing Statement delivered by Purchasers to Akirfa shall be final, conclusive and binding upon the parties hereto unless Akirfa, within twenty (20) Business Days after delivery to Akirfa of such Sharing Statement, notifies US Purchaser in writing that Akirfa disputes the Share Payment set forth therein (such notice, a “**Sharing Dispute Notice**”). If US Purchaser and Akirfa do not reach agreement in resolving Akirfa’s disagreement with the Sharing Statement within fifteen (15) days after such Sharing Dispute Notice is delivered to the US Purchaser, either US Purchaser or Akirfa may submit the dispute to the Arbiter for resolution. The parties hereto shall cooperate diligently with any reasonable request of the Arbiter in an effort to resolve any disputed matter as soon as reasonably possible after the Arbiter is engaged. The Arbiter shall render her/his decision resolving the dispute within fifteen (15) days after submission of the dispute to the Arbiter for resolution. The Arbiter shall render a written report as to the resolution of the dispute, and the resulting computation of the Share Payment, which shall be conclusive and binding on the parties. The fees, costs and expenses of the Arbiter shall be allocated to and borne by US Purchaser, on the one hand, and Akirfa, on the other hand, based on the inverse of the percentage change that the Arbiter’s determination (before such allocation) makes to such challenged Share Payment. The smaller the Arbiter’s increase in the amount of the Share



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Payment in favor of Akirfa, the larger the share of the Arbiter cost to be borne by Akirfa. If the Arbiter decides to make no change to the Share Payment amount, or to reduce the Share Payment calculated by Purchasers, Akirfa will bear all of the fees, costs and expenses of the Arbiter for such review.

(c) Within three (3) Business Days following the date on which the amount of the Share Payment is finally determined in accordance with the foregoing provisions of this Section 2, Purchasers shall pay, or cause to be paid, to Akirfa by wire transfer in immediately available funds an amount equal to the Share Payment for the applicable Measurement Period.

**3. Operation of Purchasers During the Sharing Period.**

(a) During the Sharing Period, each Purchaser will, each will cause its Affiliates to, act in good faith and use commercially reasonable efforts to maximize the amount of excess Cash to be shared with Akirfa under this Agreement.

(b) During the Sharing Period, each Purchaser shall not, and each shall cause its Affiliates not to (i) dispose of, license, lease, transfer, or sell, in one transaction or a series of transactions, all or a material portion of the capital assets or operations of either Purchasers or their Affiliates without the prior written consent of Akirfa or (ii) enter into any transaction with an Affiliate of either Purchaser (other than any agreement providing for payment of a bona-fide management fee from Africa Purchaser to Epic Companies, LLC that does not exceed \$750,000 per month) without Akirfa's prior written consent.

(c) Each Purchaser agrees that during the Sharing Period, it and its Affiliates will not conduct any marine or subsea construction or support services within the African continent through any Entity that competes with the Purchasers.

(d) Financial Statements.

(i) Monthly. As soon as available, but in no event later than thirty (30) days after the end of each month, Purchasers shall deliver to Akirfa (x) financial statements of each Purchaser and its Affiliates for such month certified by an officer of each Purchaser, which financial statements shall include the balance sheet at the end of each such month and the statement of income, statement of retained earnings and statement of cash flows for such month, all of which shall be in reasonable detail and prepared in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) and (y) a summary setting forth a calculation of Cash, Trade Accounts Receivable, and Trade Accounts Payable, which shall be in reasonable detail.

(ii) Annually. As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year of Purchasers, each Purchaser shall deliver to Akirfa audited financial statements of such Purchaser and its Affiliates prepared in accordance with GAAP, consistently applied, consisting of a balance sheet as of the end of such fiscal year, and related statements of income, stockholders' and members' equity and cash flows for the fiscal year then ended, all in reasonable detail and setting forth in comparative form the financial statements as of the end of and for the preceding fiscal year, and certified by independent certified public accountants of nationally recognized standing selected by Akirfa that are reasonably acceptable to such Purchaser.

(e) Board Observer. During the Sharing Period, Akirfa shall have the right to appoint one observer ("Observer") to each Board. The Observer shall (i) receive notice of all meetings

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(both regular and special) of each Board and each committee thereof (such notice to be delivered at the same time as notice is given to the members of the Board or such committee, as applicable), (ii) be entitled to attend all such meetings of each Board and each committee thereof, *provided*, that the Observer may elect to attend any such meeting telephonically under conditions satisfactory to Purchasers in their reasonable discretion, and (iii) receive all notices, minutes, information and reports which are furnished to the members of each Board or committee (collectively, “**Board Materials**”) at the same time and in the same manner as the same is furnished to such members. If any action is proposed to be taken by written consent in lieu of a meeting of a Board or committee, Purchasers will furnish the Observer with a signed copy of each such written consent not later than five (5) calendar days after it has been signed by its last signatory; *provided*, that, failure to so provide such written consent shall not affect the validity of any action to be taken by such written consent. The failure to deliver any notice to the Observer required pursuant to this Section shall not invalidate or otherwise affect any action taken by either Board. The Observer shall not constitute a member of either Board or any committee thereof, and the Observer shall not be entitled to vote on any matters presented at meetings of either Board or any committee thereof or to consent to any matter as to which the consent of either Board or any committee thereof has been requested. Notwithstanding the foregoing, Purchasers shall have the right to withhold information from the Observer and to exclude the Observer from participating in all or any portion of a meeting of either Board or a committee thereof if, in the reasonable good faith judgment of such Board, based on the advice of counsel, such Observer’s receipt of such information or participation in such meeting or portion thereof would adversely affect the attorney-client privilege of either Purchaser or result in a conflict of interest with respect to discussions at such meetings or with respect to such materials. Purchasers shall use their good faith efforts to provide advance written notice to the Observer of any intent to withhold information from the Observer or to exclude the Observer from attending any meeting or portion thereof. At any time between meetings of each Board, the Observer and Akirfa (and Akirfa’s agents and representatives) shall be entitled to (i) contact and communicate with management members of Purchasers and their Affiliates during normal business hours and (ii) request information, in each case to the extent reasonably necessary to clarify Akirfa’s interest in, or matters related to, this Agreement.

(f) Liquidity Event Sharing. If at any time prior to or on the 13-year anniversary of the Effective Date Purchasers or any of their Affiliates (i) raises capital in debt or equity markets, whether public or private, including through an initial public offering, or (ii) consummates a sale of all or substantially all of the assets or equity of a Purchaser or any of its Affiliates to a third party, Akirfa shall automatically become entitled to receive from Purchasers, and Purchasers shall (and Purchasers shall cause their Affiliates to) promptly pay to Akirfa, an amount equal to 35% of the net proceeds of such transaction received by Purchasers until Akirfa receives an aggregate amount equal to the Sharing Cap minus all prior Share Payments actually received by Akirfa. Furthermore, in any transaction described in subsection (ii) of the preceding sentence, (i) Purchasers and their Affiliates shall remain fully responsible and liable for its obligations under this Agreement, (ii) the transferees, purchasers, surviving entities, successors, assigns or other beneficiaries of, or parties to, such transaction (collectively “**Successors**”) shall assume and make adequate provision for each of the obligations of Purchasers or their Affiliates, as applicable, contained in this Agreement, and (iii) Purchasers and their Affiliates, as applicable, shall cause the Successors to assume and make adequate provision for each of the obligations of Purchasers contained in this Agreement.

4. Extension of Measurement Periods and Sharing Period. The last Measurement Period and the dates for such Measurement Period shall be extended upon the occurrence and during the continuance of a Force Majeure Event that directly or indirectly prevents or materially impedes Purchasers, in whole or in part, from achieving an excess cash balance that was expected by Purchasers to have resulted in a Share Payment to Akirfa but for the occurrence and continuance of such Force Majeure Event until such time as either business operations are restored following the Force Majeure Event or Purchasers determine in its reasonable discretion that the Force Majeure Event and its after effects are the

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primary reason Purchasers have decided to terminate operations in Africa. Purchasers shall promptly give Akirfa written notice of the Force Majeure Event including reasonably full particulars thereof. Each Purchaser shall use commercially reasonable efforts to promptly assess the negative effects of the Force Majeure Event on such Purchaser's operations on the African continent, and advise Akirfa of such Purchaser's decision to restart such operations or formally terminate them and exit the African market. The time to deliver the last Sharing Statement and last Share Payment will be extended to reflect any extension of a Measurement Period.

5. **Effectiveness.** This Agreement is effective on the Effective Date, and the effectiveness of this Agreement is not contingent upon the execution of the Africa APA (as defined in the Ranger APA) or the consummation or performance of the Africa Asset Purchase (as defined in the Ranger APA), and the failure to execute, consummate or perform any agreement contemplated by the Africa APA for any reason shall not affect the effectiveness of this Agreement.

6. **Miscellaneous.**

(a) **Notice.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6(a)):

If to Purchasers to:

Zuma Rock Energy Services, LLC  
192 Summerfield Court, Suite 203  
Roanoke, Virginia 24019  
Attn.: Thomas M. Clarke  
E-mail: tom.clarke@kissito.org

with a copy (which shall not constitute notice to Purchasers) to:

Dentons US LLP  
1221 Avenue of the Americas  
New York, New York 10020  
Attn.: Oscar Pinkas  
E-mail: oscar.pinkas@dentons.com

If to Akirfa, to:

Akirfa Holdings, LLC  
5420 LBJ Freeway, Suite 1000  
Dallas, Texas 75240  
Attn.: Barrett Bruce  
E-mail: bbruce@suntx.com

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with a copy (which shall not constitute notice to Akirfa) to:

Haynes and Boone LLP  
2323 Victory Avenue  
Suite 700  
Dallas, Texas 75219  
Attn.: Eric S. Williams  
E-mail: Eric.Williams@haynesboone.com

(b) **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its obligations hereunder without the prior written consent of the other parties. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(c) **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

(e) **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications and understandings, oral or written, express or implied, among the parties with respect to such transactions under this Agreement.

(f) **Injunctive Relief.** The parties agree that in the event of a breach of any provision of this Agreement or a failure by a party to perform in accordance with the specific terms herein, the aggrieved party or parties may be damaged irreparably and without an adequate remedy at law. The parties therefor agree that in the event of a breach of any provision of this Agreement, the aggrieved party or parties may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach of such provision without the requirement of a posting of a bond, as well as to obtain damages for breach of this Agreement. By seeking or obtaining any such relief, the aggrieved party shall not be precluded from seeking or obtaining any other relief to which it may be entitled.

(g) **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter

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occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

(h) **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction (subject, if applicable, to the terms of Sections 6(k) and 6(l)), such provision shall be ineffective only to the extent of such prohibition or illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(i) **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall be construed to give any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(j) **Amendment and Modification.** This Agreement may be amended, modified or supplemented by the parties at any time, subject to applicable law with respect to any approval that may be required. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each of the parties in interest at the time of the amendment.

(k) **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

(l) **Counterparts.** This Agreement may be executed in two or more counterparts (including by means of PDF or faxed signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

*[Signature page follows.]*

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

Akirfa:

**AKIRFA HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Purchasers:

**ZUMA ROCK ENERGY SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NAVARRO CAPITAL PARTNERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **Definitions**

“Accounting Principles” means United States generally accepted accounting principles.

“Affiliates” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by or under common control with such Person. For the purposes of this definition, “control,” including the terms “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Arbiter” means a neutral third party mutually selected by Purchaser and Akirfa that has not provided services to either Purchaser or Akirfa, or any of their respective Affiliates, within the last three (3) years.

“Board” means the board of directors, board of managers, or comparable governing body of each Purchaser.

“Business Day” means any day of the year other than a Saturday or Sunday or any day on which the Federal Reserve Bank of Dallas is closed.

“Cash” means unrestricted cash and Cash Equivalents of each Purchaser and any of their respective Affiliates operating and doing business in Africa, as determined in accordance with the Accounting Principles.

“Cash Equivalents” as to any Person, means (a) securities issued or directly and fully guaranteed or insured by the US or any agency or instrumentality thereof (provided that the full faith and credit of the US is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the US, any State thereof, the District of Columbia or any foreign jurisdiction having capital, surplus and undivided profits aggregating in excess of \$500,000,000, having maturities of not more than one year from the date of acquisition by such Person, (c) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in subsection (a) above entered into with any bank meeting the qualifications specified in subsection (b) above, (d) commercial paper issued by any issuer rated at least A-1 by S&P or at least P-1 by Moody’s or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and in each case maturing not more than one year after the date of acquisition by such Person or (v) investments in money market funds substantially all of whose assets are comprised of securities of the types described in subsections (a) through (d) above.

“Distributable Cash” means, on the last day of any Measurement Period, the amount that is equal to Cash at the end of such Measurement Period; minus (\$7,000,000 multiplied by the number of barges leased or owned by Purchaser at the end of such Measurement Period); minus the amount by which the aggregate amount of Trade Accounts Payable exceeds the aggregate amount of Trade Accounts Receivable on the last day of such Measurement Period, and provided further, that Distributable Cash shall not exceed Cash at the end of such Measurement Period.



**EXECUTION VERSION**

“Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), unincorporated organization, firm or other enterprise, association, organization or entity.

“Force Majeure Event” means (a) an act of God; (b) fire, explosion or nuclear or chemical disaster (c) flood, lightning or severe weather; (d) strikes, labor disputes or lockouts; (e) terrorism, insurrection, riot, threats of violence, war, acts of public enemy or sabotage; (f) labor, services, material, equipment or transportation shortages; (g) breakdown or shutdown of or damage to plant, machinery, equipment or facilities; (h) embargos, transportation delays or stoppages; or (i) any other event, whether foreseen or unforeseen, whether or not it is of the kind enumerated above, that, directly or indirectly, prevents or materially impedes Purchaser, in whole or in part, from achieving the Earn-out Payments and that is not within the reasonable control of Purchaser or Parent.

“GAAP” means generally accepted accounting principles in the United States.

“Governmental Body” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Entity and any court or other tribunal) or taxing authority under or for the account of any of the foregoing; or (d) with respect to any specified Person, any arbitrator who has the authority to render a binding decision on such Person that may be enforced in a court of competent jurisdiction.

“Measurement Period” means (a) the period beginning on the Effective Date and ending on December 31, 2018 for the initial Measurement Period, and (b) thereafter, December 31st of each year, ending on December 31, 2028.

“Person” means any individual, Entity or Governmental Body.

“Representatives” means equityholders, officers, Affiliates, directors, employees, agents, attorneys, accountants, investment bankers, consultants, advisors and other representatives.

“Sharing Cap” means \$200,000,000.

“Sharing Percentage” means 35%.

“Sharing Period” means the period commencing on the Effective Date and ending on the 10-year anniversary of the Effective Date.

“Share Payment” means an amount equal to the product of (a) Distributable Cash, multiplied by (b) the Sharing Percentage.

“Trade Accounts Payable” means trade accounts payable by a Purchaser or any Affiliate of a Purchaser operating and doing business in Africa.



**EXECUTION VERSION**

“Trade Accounts Receivable” means trade accounts receivable payable to a Purchaser or any Affiliate of a Purchaser operating and doing business in Africa other than that accounts receivable owed by the Shell Petroleum Development Company of Nigeria Ltd and its affiliates to Ranger Subsea Nig. Ltd. assigned to Ranger Offshore Inc. prior to the date hereof.

**EXHIBIT B**

**Form of Settlement Agreement and Release**

EXECUTION VERSION

**SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (the “**Agreement**”) is made as of August 8, 2018 (the “**Effective Date**”), by and among SunTx Capital Partners II GP, LP (“**Sponsor Guarantor**”), SunTx Ranger Holdings, LLC (“**Parent Guarantor**,” and together with the Sponsor Guarantor, the “**Guarantors**”), Ranger Offshore, Inc. (“**Ranger**,” and together with its direct and indirect subsidiaries other than RSNL (as hereinafter defined), the “**Borrowers**”), Ranger Subsea Nig. Ltd. (“**RSNL**”), and Akirfa Holdings, LLC (“**Akirfa**”), White Oak Global Advisors, LLC, as administrative agent to certain lenders (in such capacity, the “**Administrative Agent**”), Acqua Liana Capital Partners, LLC (“**Acqua Liana**”) Navarro Capital Partners, LLC (“**Navarro**”) and Zuma Rock Energy Services, LLC (“**Zuma Rock**”). The foregoing entities are collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

**RECITALS:**

**WHEREAS**, the Borrowers, the Administrative Agent, and each of the lenders from time to time party thereto entered into that certain Amended and Restated Loan and Security Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Loan and Security Agreement**”), pursuant to which the lenders made loans to, and extended other credit to or on behalf of, the Borrowers;

**WHEREAS**, the Sponsor Guarantor and the Administrative Agent entered into that certain Sponsor Limited Guaranty dated as of September 22, 2016 (the “**Sponsor Guaranty**”), and that certain Release of Sponsor Limited Guaranty dated as of July 17, 2018 (the “**Sponsor Guaranty Release**”);

**WHEREAS**, Acqua Liana acquired a participation interest in outstanding obligations owing under tranches A, B, and C of the Loan and Security Agreement;

**WHEREAS**, Ranger and Akirfa entered into that certain assignment agreement of even date herewith (the “**RIL Equity Assignment**”);

**WHEREAS**, the Borrowers and Navarro entered into that certain Asset Purchase Agreement of even date herewith (the “**Caribbean/Gulf APA**”);

**WHEREAS**, Akirfa, Navarro, and Zuma Rock entered into that certain Excess Cash Sharing Agreement of even date herewith (the “**Sharing Agreement**,” and, together with the Caribbean/Gulf APA, the “**Acquisition Agreements**”);

**WHEREAS**, RSNL and Zuma intend to enter into an asset purchase agreement promptly following the date hereof providing for the sale of certain assets of RSNL to Zuma (the “**Nigerian APA**”);

**WHEREAS**, the Administrative Agent, all lenders under the Loan and Security Agreement and Acqua Liana, a participant under the Loan and Security Agreement (collectively, the “**Lender Parties**”), require a full and complete release from the Borrowers, RSNL, Akirfa

and Guarantors and their affiliates as part of the transactions contemplated by the Caribbean/Gulf APA;

**WHEREAS**, the Borrowers, Guarantors, RSNL and Akirfa require a release, except as specifically set forth in **Section 1.2** herein, from the Lender Parties as part of the transactions contemplated by the Acquisition Agreements; and,

**WHEREAS**, the execution and delivery of this Agreement is a closing condition to the Caribbean/Gulf APA;

**THEREFORE**, the Parties, without making any admission of any kind, including as to any liability to any other Party (which they each deny), expressly acknowledge material, good and sufficient consideration has been exchanged in entering and through this Agreement, pursuant to the terms set forth herein.

## **1. RELEASES**

1.1 Except for the obligations under this Agreement, the Borrowers, Guarantors, Akirfa, RSNL, RIL (as hereinafter defined), Sponsor Guarantor and any general partners of the Sponsor Guarantor, on behalf of themselves and each of their respective direct and indirect officers, directors, shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the **“Borrower/Guarantor Releasing Parties”**), each hereby irrevocably and unconditionally releases and discharges absolutely the Administrative Agent, the other Lender Parties, Zuma Rock, Navarro, and each of their respective direct and indirect officers, directors, shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the **“Lender Released Parties”**) of and from any and all claims, causes of action or allegations of any kind, brought, or which could have been brought against any of the Lender Released Parties, whether contingent or actual, accrued or unaccrued, known or unknown, brought, or which could have been brought or could be brought in the future against any of the Lender Released Parties, whether contingent or actual, accrued or unaccrued, whether in tort, contract or otherwise (including but not limited to breach of contract, promissory note, suit on note, debt, promissory estoppel, implied in fact contract, quasi-contract, unjust enrichment, quantum meruit, fraud, fraudulent inducement, fraud by non-disclosure, negligent misrepresentation, negligence, breach of fiduciary duty, conversion, tortious interference, conspiracy, or otherwise), known or unknown, asserted or unasserted, including but not limited to any claim arising out of or relating to the Loan and Security Agreement, the Loan Documents, the Obligations (as such terms are defined in the Loan and Security Agreement), the Irrevocable Proxy Agreement, any and all actions taken by the Administrative Agent and other Lender Parties to enforce their rights under the Loan Documents and the Irrevocable Proxy, and the business relationship between or among the Borrower/Guarantor Releasing Parties (on the one hand) and the Lender Parties (on the other hand) prior to the execution of this Agreement, provided, that such release will not release any obligations of Zuma Rock or Navarro under the Acquisition Agreements or the Nigerian APA. **THE**

**BORROWER/GUARANTOR RELEASING PARTIES DO HEREBY ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES AND OBLIGATIONS WHICH ARE RELEASED BY THIS AGREEMENT IN FAVOR OF THE ADMINISTRATIVE AGENT AND OTHER LENDER PARTIES, AND THE BORROWER/GUARANTOR RELEASING PARTIES DO HEREBY WAIVE AND RELEASE ALL RIGHTS AND BENEFITS WHICH THEY MIGHT OTHERWISE HAVE UNDER APPLICABLE LAW WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY LAW MAY BE APPLICABLE, THE BORROWER/GUARANTOR RELEASING PARTIES DO HEREBY WAIVE AND RELEASE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT OR DEFENSE WHICH THEY MIGHT OTHERWISE HAVE UNDER ANY LAW OF ANY APPLICABLE JURISDICTION, WHICH MIGHT LIMIT OR RESTRICT THE EFFECTIVENESS OR SCOPE OF ANY WAIVERS OR RELEASES UNDER THIS AGREEMENT.** None of the Borrower/Guarantor Releasing Parties shall bring any suit or action (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims) and further agree to not participate, cause another to participate, coerce another to participate or otherwise act in concert with another in participating in any suit or action (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims).

1.2 Except for the obligations under this Agreement, and except for the obligations of the Borrowers and the Parent Guarantor under the Loan and Security Agreement, the Loan Documents, the Irrevocable Proxy, that certain Assignment and Assumption of Contract Rights and Other Rights, dated as of June 19, 2017, between RSNL and Borrower (the “**Assignment and Assumption**”) covering the Shell Claim (as hereinafter defined), and any other related credit or security documents, which remain in full force and effect, the Lender Parties, on behalf of themselves and each of their respective direct and indirect officers, directors, shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the “**Lender Parties Releasing Parties**”) each hereby irrevocably and unconditionally release and discharge absolutely the Borrowers, the Guarantors, RIL, Akirfa, and RSNL, and their respective direct and indirect officers, directors, shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the “**Borrower/Guarantor Released Parties**”) of and from any and all claims, causes of action or allegations of any kind, brought, or which could have been brought or could be brought in the future against any of the Borrower/Guarantor Released Parties, whether contingent or actual, accrued or unaccrued, whether arising in tort, contract or otherwise (including but not limited to breach of contract, promissory note, suit on note, debt, promissory estoppel, implied in fact contract, quasi-contract, unjust enrichment, quantum meruit, fraud, fraudulent inducement, fraud by non-disclosure, negligent misrepresentation, negligence, breach of

fiduciary duty, conversion, tortious interference, conspiracy, or otherwise), known or unknown, asserted or unasserted, including but not limited to any claim arising out of or relating to the Loan and Security Agreement, the Loan Documents, the Sponsor Guaranty, the Obligations (as such terms are defined in the Loan and Security Agreement), or the business relationship between or among any of the Borrower/Guarantor Released Parties (on the one hand) and any of the Lender Parties Releasing Parties (on the other hand) prior to the execution of this Agreement, provided, that such release will not release any obligations under the Acquisition Agreements or Nigerian APA, and, provided further, that nothing herein shall be construed to release the Borrowers or Parent Guarantor from their obligations under the Loan and Security Agreement or the Loan Documents. THE LENDER PARTIES RELEASING PARTIES DO HEREBY ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES AND OBLIGATIONS WHICH ARE RELEASED BY THIS AGREEMENT IN FAVOR OF THE BORROWER/GUARANTOR RELEASED PARTIES, AND THE LENDER PARTIES RELEASING PARTIES DO HEREBY WAIVE AND RELEASE ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER APPLICABLE LAW WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY LAW MAY BE APPLICABLE, THE LENDER PARTIES RELEASING PARTIES DO HEREBY WAIVE AND RELEASE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT OR DEFENSE WHICH THEY MIGHT OTHERWISE HAVE UNDER ANY LAW OF ANY APPLICABLE JURISDICTION, WHICH MIGHT LIMIT OR RESTRICT THE EFFECTIVENESS OR SCOPE OF ANY WAIVERS OR RELEASES UNDER THIS AGREEMENT. Except for the obligations of the Borrowers and the Parent Guarantor under the Loan and Security Agreement, the Loan Documents, the Irrevocable Proxy and any other related credit or security documents, which remain in full force and effect, none of the Lender Parties Releasing Parties shall bring any suit or action against the Borrower/Guarantor Released Parties (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims) and further agree to not participate, cause another to participate, coerce another to participate or otherwise act in concert with another in participating in any suit or action (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims). This release of the Borrower/ Guarantor Released Parties shall be deemed immediately ineffective in the event a creditor, trustee, or any third party invalidates, rescinds, unwinds or successfully challenges, in a final non-appealable determination, the effectiveness of the Caribbean/Gulf APA.

1.3 Except for the obligations under this Agreement, Borrowers, Guarantors, Akirfa, RSNL, and all of their affiliates (including but not limited to Ranger Remuda, LLC, Ranger Offshore Int'l, LLC, Ranger Offshore Mexico, S. de R.L. de C.V., Remuda Shipping S. de R.L. de C.V., Remuda Offshore, S. de C.V., Ranger International, Ltd.) each hereby irrevocably and unconditionally release and discharge absolutely the officers and directors of the Borrowers, Guarantors, Akirfa, RSNL, and their respective

shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the “**Officer and Director Released Parties**”) of and from any and all claims, causes of action or allegations of any kind, brought, or which could have been brought or could be brought in the future against any of the Officer and Director Released Parties, whether contingent or actual, accrued or unaccrued, whether arising in tort, contract or otherwise (including but not limited to breach of contract, promissory note, suit on note, debt, promissory estoppel, implied in fact contract, quasi-contract, unjust enrichment, quantum meruit, fraud, fraudulent inducement, fraud by non-disclosure, negligent misrepresentation, negligence, breach of fiduciary duty, conversion, tortious interference, conspiracy, or otherwise), known or unknown, asserted or unasserted, including but not limited to any claim arising out of or relating to the performance of their duties as an officer or director, the Loan and Security Agreement, the Loan Documents, the Sponsor Guaranty, the Obligations, or the entry into the transactions as described in the Acquisition Agreements both prior to and through the time of the execution of this Agreement, provided, that such release will not release any obligations under the Acquisition Agreements or Nigerian APA. None of the parties releasing claims in this section shall bring any suit or action (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims) and further agree to not participate, cause another to participate, coerce another to participate or otherwise act in concert with another in participating in any suit or action (whether in court, arbitration or otherwise) on or for any of the claims released herein (or any claims arising out of or relating to any such released claims). Borrowers, Guarantors, Akirfa, RSNL, and all of their affiliates (including but not limited to Ranger Remuda, LLC, Ranger Offshore Int’l, LLC, Ranger Offshore Mexico, S. de R.L. de C.V., Remuda Shipping S. de R.L. de C.V., Remuda Offshore, S. de C.V., and Ranger International, Ltd.) each hereby irrevocably, unconditionally and knowingly waive any duties, including fiduciary duties, of the Officer and Director Released Parties in connection with the entry of this release.

1.4 For clarity, the releases and covenants not to sue contained herein do not extend to a Party’s enforcement of the provisions of this Agreement.

1.5 The Lender Parties, Borrowers, and Guarantors hereby agree that the Sponsor Guaranty has been released pursuant to the Sponsor Guaranty Release. They also agree that the Loan and Security Agreement shall remain in full force and effect with Navarro and Zuma Rock joined as Borrowers pursuant to an amendment executed contemporaneously herewith (the “**Amendment and Joinder**”). The Amendment and Joinder, and the assumption of mortgages by Navarro under the Caribbean/Gulf APA in a form and manner acceptable to the Administrative Agent, are conditions to the effectiveness of this Agreement.

1.6 The Borrowers and Parent Guarantor acknowledge and agree that a wind-down and liquidation plan for the Borrowers acceptable to the Lender Parties shall be administered by the Chief Restructuring Officer with a mutually agreed budget to satisfy expenses relating to the wind-down plan (the “**Wind-Down Plan**”). To the extent creditor claims are not satisfied by the Wind-Down Plan, Sponsor Guarantor and its



general partners shall indemnify Lender Parties and the Borrowers, and each of their respective officers, directors, partners, managers, employees, representatives, agents, attorneys, and affiliates (collectively the “**Indemnified Persons**”), from and against any and all actions, causes of action, claims, suits, losses, liabilities, damages, fees, costs and expenses, which may be incurred or made by an Indemnified Person for any matter relating to or arising out of, without limitation, the Borrowers’ obligations to creditors or third-parties, the Loan and Security Agreement (other than payment of the Obligation owing thereunder), the Caribbean/Gulf APA, the Nigerian APA, and Wind-Down Plan in an amount not in excess of the “**Sharing Cap**” (as such term is defined in the Sharing Agreement) and limited to the aggregate amount of all payments received by Akirfa under the Sharing Agreement or offset against amounts payable to Akirfa under the Sharing Agreement. Notwithstanding the foregoing, Sponsor Guarantor and its general partners shall only indemnify the Borrowers for loss, cost or expense sustained by the Borrowers arising out of claims of creditors of Ranger’s Africa operations. In addition, the Guarantors shall protect, defend, indemnify and hold harmless the Borrowers and their officers, directors, affiliates, subsidiaries, employees and agents and all of their successors, assigns and affiliates (collectively, the “**Indemnified Parties**”) from and against any and all defense costs (including but not limited to reasonable attorneys’ fees), which Indemnified Party costs shall be paid by the Guarantors on a current basis, upon presentation of invoices by the Indemnified Parties to the Guarantors, judgment amounts and settlement amounts incurred or sustained by the Borrowers in connection with that certain proceeding captioned *West African Ventures, Ltd & Sea Trucks Group, FZE v. Ranger Offshore, Inc. and SunTx Capital Partners II GP, LP*, Case No. 4:17-cv-00548, pending in the United States District Court for the Southern District of Texas (the “**Sea Trucks Litigation**”). The Guarantors may assume, at their sole option, control of the defense, appeal, or settlement of the claims raised in the Sea Trucks Litigation by sending written notice of the assumption to the Indemnified Parties to acknowledge responsibility for the defense of such claims, and to undertake, conduct, and control, through reputable independent counsel of the Guarantors’ choosing that is reasonably acceptable to the Indemnified Parties, and at the Guarantors’ sole cost and expense, the settlement or defense thereof. Until the Guarantors assume control of the defense of the claims made in the Sea Trucks Litigation against the Indemnified Parties, the Guarantors shall reimburse the Indemnified Parties promptly and periodically for the reasonable costs properly incurred in defending against such claims (including reasonable attorneys’ fees and expenses), and remain responsible to the Indemnified Parties for any losses indemnified hereunder. The Guarantors may not, without the Indemnified Parties’ prior written consent, which shall not be unreasonably withheld, conditioned or delayed, settle or compromise any claim against the Indemnified Parties, or consent to the entry of any judgment regarding which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Parties from all liability arising out of such claim, does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Indemnified Parties, and does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of any Indemnified Party or any of its affiliates. The Indemnified Parties may not, without the Guarantors’ prior written consent, which shall not be unreasonably



withheld, conditioned or delayed, settle or compromise any claim against the Guarantors, or consent to the entry of any judgment regarding which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Guarantors from all liability arising out of such claim, does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Guarantors, and does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of any Guarantor or any of its affiliates. In addition, Guarantors agree to waive rights of subrogation in connection with any payments made by Guarantors in satisfaction of obligations of Borrowers addressed in this Section 1.6.

1.7 RSNL and Akirfa hereby irrevocably and unconditionally release and discharge absolutely the Borrowers and Parent Guarantor, and each of their respective direct and indirect officers, directors, shareholders, members, partners, agents, employees, servants, representatives, related parties, subsidiaries, affiliates, servicers, contractors, consultants, professionals and attorneys (collectively, the “**Ranger Released Parties**”) of and from any and all claims, causes of action, intercompany liabilities or allegations of any kind, brought, or which could have been brought against any of the Ranger Released Parties, whether contingent or actual, accrued or unaccrued, known or unknown, brought, or which could have been brought or could be brought in the future against any of the Ranger Released Parties, whether contingent or actual, accrued or unaccrued, whether in tort, contract or otherwise, known or unknown, asserted or unasserted.

1.8 As additional consideration for the promises made herein, the Parties further agree that: (a) For a period of ten (10) years commencing on the date hereof, the Borrower/Guarantor Releasing Parties shall not, directly or indirectly, (i) engage in or assist others in engaging in any marine or subsea construction support services business (the “**Restricted Business**”) in North, Central or South America or Africa (collectively, the “**Territory**”) other than the ownership and operation of Sea Horizon Barge; (ii) have an interest in any entity or individual that engages directly or indirectly in the Restricted Business in the Territory in any capacity other than Sponsor Guarantor’s ownership of WAG SPV I, LLC; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor operating in the Restricted Business (including any existing or former client or customer of the Borrower/Guarantor Releasing Parties and any entity or individual that becomes a client or customer of Navarro or Zuma Rock in the Restricted Business after the date hereof), or any other entity or individual who has a material business relationship with Navarro or Zuma Rock in the Restricted Business, to terminate or modify any such actual or prospective relationship; (b) the Sponsor has, prior to the date hereof, funded on behalf of Navarro, payments to Ranger in the aggregate amount of \$1,600,000.00; (c) \$1.2 million dollars in a RSNL deposit account was released to Ranger prior to the date hereof; (d) on or as soon as practicable after the Effective Date, Ranger and Akirfa shall have entered into the RIL Equity Assignment, and, upon entry into the RIL Equity Assignment, Akirfa shall immediately remove all Ranger directors from any boards of managers or directors of Ranger International Limited (“**RIL**”) and all other entities owned in whole or in part by RIL; (e) as soon as reasonably practicable after the Effective Date, RIL and its subsidiaries will appoint a chief restructuring officer acceptable to the Administrative Agent to administer a wind

down of Ranger's Africa business, including, without limitation, RSNL, as Ranger's Africa business exists on the Effective Date of this Agreement; (f) the proceeds of the Shell Claim (as defined in the Fourth Amendment to Loan and Security Agreement and Waiver, and the Assignment and Assumption) in an amount of \$11,902,467 (the "**Africa Wind Down Amount**") may be used by the chief restructuring officer of RIL to pay claims of creditors of RSNL and any other entities comprising Ranger's current Africa operations, with any collections on the Shell Claim in excess of the Africa Wind Down Amount to be paid forthwith upon their receipt to Ranger; (g) up to \$1,200,000 of the Africa Wind Down Amount may be applied by Sponsor Guarantor to pay any amounts owed by Sponsor Guarantor to Ranger or the Lender Released Parties pursuant to Section 1.6 above arising from the Sea Trucks Litigation; and (h) completion of the RIL Equity Assignment is a condition to the effectiveness of the releases in favor of the Borrower/Guarantor Released Parties granted in Section 1.2 of this Agreement.

**1.9 THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE EFFECTIVENESS OF THIS AGREEMENT IS NOT CONTINGENT UPON THE EXECUTION OF THE NIGERIAN APA OR THE CONSUMMATION OR PERFORMANCE OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND THE FAILURE TO EXECUTE, CONSUMMATE OR PERFORM ANY AGREEMENT CONTEMPLATED BY THE NIGERIAN APA FOR ANY REASON SHALL NOT AFFECT THE EFFECTIVENESS OF THIS AGREEMENT.**

## **2. MISCELLANEOUS**

2.1 The Parties agree that no representations, oral or otherwise, have been made by either Party other than as expressly stated herein and each Party affirms that it has not relied on any statement by any other Party other than as expressly stated herein. The Parties are not relying upon any oral or written statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Agreement. The Parties are entering into this Agreement based on their own knowledge and investigation. The Parties are expressly not relying on any oral or written statements by any other Party or their agents or attorneys in entering into this Agreement. The Parties knowingly waive any claim that this Agreement was induced by any misrepresentation or nondisclosure.

2.2 Each of the Parties hereby represents and warrants to the other Parties that this Agreement has been duly executed and delivered by him or it and constitutes his or its legal, valid and binding obligation, enforceable against him or it in accordance with the terms hereof.

2.3 Each of the Parties hereby represents and warrants to the other Parties that he or it has not assigned, sold or encumbered any of his or its rights, title or interest, and no person or entity other than him or it has any right, title, lien, security interest or other interest, in or to (1) the causes of action and claims asserted by him or it or that could have been asserted by him or it and/or are being compromised, settled, released or

resolved by this Agreement and/or (2) any of the interest, ownership, equity or asset that is being transferred or assigned pursuant to or as part of this Agreement.

2.4 Each of the Parties specifically represents and warrants to the other Parties that it has entered into this Agreement of his or its own free will and accord after consultation with experienced and knowledgeable counsel of his or its own choosing and that he or it does hereby swear and affirm under oath that he or it has not been induced to enter into this Agreement by any act, omission, statement or representation of any kind or character other than a matter specifically stated in writing in this Agreement. Each Party has read this Agreement and understands its terms and conditions. This Agreement has been negotiated at arms-length between persons knowledgeable in the matters dealt with herein and in any rights each may have. There is no special relationship or fiduciary relationship between the Borrowers and Guarantors, on the one hand, and the Lender Parties, on the other hand.

2.5 Each Party represents that this Agreement (along with the assignment documents attached) and the Sharing Agreement and the Acquisition Agreements are the Parties' complete agreement with regard to the subject matter as stated herein. This Agreement contains the entire agreement of the Parties with respect to the subject matter dealt with herein and supersedes any prior or contemporaneous agreements or representations between the Parties, whether written or oral, with respect to the subject matter hereof. The Agreement may not be modified without the express written consent of each of the Parties hereto. There are no oral or other agreements between the Parties related to the subject matter of this Agreement.

2.6 This Agreement may be executed in multiple counterparts, each of which, if fully executed, may be admitted in evidence as a duplicate original. Any counterpart signature page may be attached to one or more counterparts of this Agreement with facsimile, copy, pdf, and/or electronic signatures having the same force and effect as original signatures.

2.7 The Parties jointly drafted this Agreement. Any rule of law or any other statute or legal decision or common law principle that would require interpretation of any term or alleged ambiguity in this Agreement against the person or entity who drafted this Agreement is of no application and hereby expressly is waived and disclaimed and may not be utilized or relied upon by any of the Parties.

2.8 This Agreement is not an admission by the Parties of any duty, liability, obligation, or improper or wrongful conduct in connection with any matter in dispute or otherwise.

2.9. Each provision of this Agreement, and any portion thereof, shall be considered severable. Should any provision of the Agreement, or the application thereof, be determined invalid, unenforceable or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, the remaining provisions hereof shall continue in full force and effect without regard to the invalid or unenforceable provision. In such event, the invalid or unenforceable provision shall be deemed modified to impose

the maximum duty permitted by law and such provision shall be valid and enforceable in such modified form as if separately stated in and made a part of this Agreement.

2.10 This Agreement shall be interpreted, applied and enforced under the laws of the State of New York.

2.11 Notwithstanding the releases contained herein, all rights and obligations created under this Agreement will survive the execution of the Agreement and the conditions, covenants, obligations, duties, and releases contained herein.

2.12. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the Parties.

2.13. This Agreement may only be modified or amended by a writing signed by the Parties.

[Next page is signature page]

**AGREED:**

**SUNTX CAPITAL PARTNERS II GP, LP,**

as Sponsor Guarantor

By: SunTx Capital II Management Corp. its general partner

By: \_\_\_\_\_

Name:

Title:

**SUNTX RANGER HOLDINGS, LLC,**

as Parent Guarantor

By: \_\_\_\_\_

Name:

Title:

**RANGER OFFSHORE, INC.,**

as Borrower

By: \_\_\_\_\_

Name:

Title:

[Signatures continue on next two (2) pages]

**AKIRFA HOLDINGS, LLC**

By:\_\_\_\_\_

Name:

Title:

**RANGER SUBSEA NIG. LTD.**

By:\_\_\_\_\_

Name:

Title:

**WHITE OAK GLOBAL ADVISORS, LLC,**

as Administrative Agent,

By: \_\_\_\_\_

Name:

Title:

**ACQUA LIANA CAPITAL PARTNERS, LLC**

as a Participant in the Loan and Security Agreement

By: \_\_\_\_\_

Name:

Title:

**NAVARRO CAPITAL PARTNERS, LLC**

By: \_\_\_\_\_

Name:

Title:

**ZUMA ROCK ENERGY SERVICES, LLC**

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT C**

**Form of Bill of Sale**



**BILL OF SALE**

THIS BILL OF SALE (this "Bill of Sale") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between each of Ranger Offshore, Inc., Ranger Remuda, LLC and Ranger Offshore Int'l, LLC (collectively, "Grantor"), and Navarro Capital Partners, LLC, a Texas limited liability company ("Grantee").

Grantor, for the consideration and upon the terms and conditions set forth in that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Grantee, Grantor and others, does by these presents hereby grant, convey, bargain, sell, assign, set over, transfer and deliver unto Grantee, its successors and assigns all right, title and interest in and to all of the Purchased Assets (as such term is defined in the Purchase Agreement).

Grantor hereby covenants and agrees with Grantee, its successors and assigns, to execute and deliver such other instruments of conveyance and transfer and take such other action as Grantee reasonably may require to convey, transfer to and vest in Grantee the Purchased Assets sold, conveyed, transferred and delivered under the Purchase Agreement.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without giving effect to otherwise applicable principles of conflicts of law.

This Bill of Sale may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

This Bill of Sale and the sale, transfer, assignment and conveyance provided for in this Bill of Sale shall be effective as of the date hereof.

[Signatures on the Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Bill of Sale to be executed as of the date first above written.

**GRANTOR:**

RANGER OFFSHORE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RANGER REMUDA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RANGER OFFSHORE INT'L, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

NAVARRO CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**Form of Assignment & Assumption Agreement**

EXECUTION VERSION

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSUMPTION AND ASSUMPTION AGREEMENT (this "Assumption Agreement") is entered into and effective this 8th day of August, 2018 (the "Effective Date"), by and between Navarro Capital Partners, LLC, a Texas limited liability company ("Purchaser"), and Ranger Offshore, Inc., Ranger Remuda, LLC and Ranger Offshore Int'l, LLC (collectively "Seller").

Purchaser, for good and valuable consideration received from Seller, and pursuant to the provisions of that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), by and among Purchaser, Seller and others, does hereby assume and agree to discharge all of the Assumed Liabilities (as defined in the Purchase Agreement).

Seller hereby assigns (i) the Assumed Liabilities and (ii) the Customer Agreements to Purchaser.

Notwithstanding any other provision of this Assumption Agreement, Purchaser is not assuming, and shall not be deemed to have assumed or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of Seller of any kind, nature or description whatsoever (other than the Assumed Liabilities as expressly provided in the immediately preceding paragraph), including without limitation the Excluded Liabilities (as defined in the Purchase Agreement).

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the Effective Date.

**PURCHASER:**

NAVARRO CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

RANGER OFFSHORE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RANGER REMUDA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RANGER OFFSHORE INT'L, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Assumption Agreement]*

**EXHIBIT E**

**Form of Africa Purchase Agreement**

DRAFT

**ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "Agreement"), dated August [\_\_\_], 2018, is made by and among Zuma Rock Energy Services, LLC, a Texas limited liability company ("Buyer"), Ranger Subsea Nig, Ltd. a limited liability company incorporated under the laws of the Federal Republic of Nigeria (the "Seller"), Akirfa Holdings, LLC, a Delaware limited liability company ("Akirfa"), being the holder of a substantial portion of the equity interests of the Seller (the "Shareholder") regarding the purchase by Buyer of certain assets of the Seller and the entering into of certain other agreements in connection therewith. For avoidance of doubt, nothing herein shall impact the obligations of the Seller or Shareholder to White Oak Global Advisors, LLC, under that certain Amended and Restated Loan and Security Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), and the Loan and Security Agreement and any related loan and security documents remain in full force and effect. As part of the consideration for this Agreement, the Buyer will be joined as a Borrower pursuant to an Amendment to the Loan and Security Agreement, which Amendment shall be executed simultaneously with the Closing (defined below). The Buyer, Seller and Shareholder hereby acknowledge and agree that all Purchased Assets under this Agreement shall be subject to the security interest and liens of White Oak Global Advisors, LLC as Administrative Agent to certain lenders under the Loan and Security Agreement.

Unless this Agreement shall have been terminated or abandoned pursuant to the provisions hereof, a closing (the "Closing") shall be held on the date (the "Closing Date") which is three business days following the satisfaction of all conditions and delivery of all documents and agreements hereunder, or on such other date mutually agreed upon at such place or places as the parties shall agree.

1. Purchased Assets. The Seller will sell to Buyer and Buyer will purchase from the Seller on the Closing Date, all of the assets of the Seller which are used by Seller in connection with the operation of its business in Africa (the "Business"), both tangible and intangible (the "Purchased Assets"), but excluding those assets specifically identified on Schedule 1 hereto, such excluded assets to include, without limitation, the stock or other equity interests of any subsidiary of Seller and the Excluded Contracts (defined below) (collectively, the "Excluded Assets"). The Purchased Assets include, without limitation all of Seller's right, title and interest in and to:

A. all customer agreements, arrangements, lists and relationships, including, without limitation, those set forth on Schedule 1(A) hereto (provided that, to the extent not an Assumed Liability, such acquisition does not include the assumption by Buyer or any obligations for services performed (including any warranty or defect obligations) or liability in respect of services to be performed or products to be provided which, per the terms of any customer agreement, should have been performed or were performed prior to the Closing Date) (the "Customer Agreements");

B. all vessels, vehicles, systems, equipment, inventory, parts, tools and other personal property, including, without limitation, those set forth on Schedule 1(B) hereto (the "Personal Property");

C. all United States and foreign registered, issued, pending, contractual and common law, trade names, trademarks, logos, domain names, websites, good will, patents and patentable material, copyrights and copyrightable material, rights of publicity, permits, franchises and all technology rights and licenses, including computer software and programs (including all source code and object code), websites and all proprietary know-how, trade secrets, inventions, discoveries, developments, research, and formulas, whether or not patentable, and all other proprietary information or intangible property and any improvements, updates, enhancements or modifications related to any of the foregoing, in each case whether or not registered, including, without limitation, those items set forth on Schedule 1(C) hereto (hereinafter collectively referred to as "Intellectual Property Assets");

- D. all other intangible assets, including all franchises, licenses, permits, options, goodwill and any inventions, developments and ideas;
- E. all of the Seller's books, financial and business records relating to the Business;
- F. all accounts receivable, prepaid items and all other current assets.

2. Consideration for Purchased Assets. The consideration for the Purchased Assets includes the assumption by Buyer of the Assumed Liabilities and other good and valuable consideration. At the Closing (i) the Seller is delivering to Buyer on the Closing Date, to the best of the Seller's knowledge, the Purchased Assets free and clear of all liens, encumbrances or claims of any kind other than liens described on Schedule 2; and (ii) except as set forth on Schedule 2, to the best of the Seller's knowledge, all outstanding interest bearing indebtedness secured by the Purchased Assets including, but not limited to, all bank financing, notes payable, Internal Revenue Service obligations and penalties, past-due pension obligations and penalties, capitalized leases, letters of credit, guarantees, intercompany loans, vehicle loans, accrued interest and fees related to any of the foregoing and all taxes are paid off, or liens in respect thereof released (with written evidence of such release), prior to or at the Closing.

3. Certain Definitions.

"Assumed Liabilities" means only those liabilities set forth on Schedule 3(D)(1) hereto.

"Closing Balance Sheet" means the statement of financial position of Seller as at the Closing Date (hereinafter defined) (immediately prior to the sale of the Purchased Assets to Buyer and assumption by Buyer of the Assumed Liabilities) and reflecting only the Purchased Assets and the Assumed Liabilities and no other assets or liabilities, as prepared by Buyer in accordance with Generally Accepted Accounting Principles (hereinafter defined).

"Excluded Contracts" means (i) that certain Management Services Agreement, dated January 1, 2017 by and between Ranger Offshore, Inc. and Ranger Subsea Nig, Ltd. and (ii) the contracts and agreements set forth on Schedule 3(D)(2).

"Generally Accepted Accounting Principles" or "GAAP" means such principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a "consistent basis" means that accounting principles observed in the current period are comparable in all material respects to those applied in the preceding periods, except as change is permitted or required under or pursuant to such accounting principles.

"WARN" means the Worker Adjustment and Retraining Notification Act and any applicable, similar state or other laws, including any amendments thereto.

4. Certain Other Agreements.

A. Bill of Sale. On the Closing Date, the Seller shall execute and deliver to Buyer the Bill of Sale attached as Exhibit A (the "Bill of Sale").

B. Assignment and Assumption. On the Closing Date, the Seller shall execute and deliver to Buyer the Assignment and Assumption Agreement attached as Exhibit B (the "Assignment and Assumption Agreement").

C. Allocation of Consideration. The consideration set forth in this Agreement (and Assumed Liabilities and other relevant items) shall be allocated to the Purchased Assets pursuant



to the methodology set forth on Schedule 4(C). Buyer and Seller agree to complete as soon as reasonably practicable after the Closing Internal Revenue Service Form 8594 based upon Schedule 4(C). Buyer and Seller agree to report the transactions contemplated by this Agreement consistently with the methodology set forth in Schedule 4(C) (subject to any required adjustments) and to take no position in any examination, claim for refund, or any contest (administrative or judicial) of any adjustment to any return that is inconsistent with the methodology set forth in Schedule 4(C) (subject to any required adjustments).

D. Wind Down / Liquidation Plan. Following the Closing, Seller shall be wound down and liquidated by the Chief Restructuring Officer of Seller in a commercially reasonable manner and in accordance with applicable law, subject to Akirfa's approval (such approval not to be unreasonably withheld). The parties will reasonably cooperate with each other in connection with their respective obligations, if any, under the WARN act (or similar applicable legal requirement) in connection with such wind down and liquidation.

5. Assumed Liabilities. Upon the Closing, Buyer will assume the Assumed Liabilities and no others.

6. Excluded Liabilities. Buyer does not assume and shall not be responsible for any liability or obligation of Seller, the Shareholder or their affiliates other than the Assumed Liabilities. Without limitation, in each case to the extent not an Assumed Liability, Buyer shall not be responsible for any liabilities set forth in Schedule 6 or any of the following liabilities of Seller:

A. any liability to the Shareholder or any affiliate, including, without limitation, any intercompany loans or advances;

B. any liabilities for interest bearing debt, borrowed money or capital leases, or any guarantees, letters of credit or any obligations relating thereto;

C. any products liability;

D. any liability arising from or relating to Environmental Laws (defined below), Hazardous Substances or other environmental matters;

E. any liabilities associated with the conduct of Seller's business (including acts or omissions) prior to the Closing Date;

F. any liability of Seller insured against to the extent such liability is paid by an insurer;

G. any liabilities or expenses which are incurred by Seller in making or carrying into effect this Agreement or which are incidental thereto, including, without limitation,

(i) any liquidation or dissolution of Seller;

(ii) any Transfer Taxes (hereinafter defined); and

(iii) any and all costs, expenses or liabilities of Seller that arise out of the sale herein contemplated or that arise after the Closing Date;

H. any liabilities arising from or relating to the Excluded Assets or the Excluded Contracts;

I. any Pre-Closing Taxes (hereinafter defined);

J. any liabilities arising from or relating to any dispute, claim, lawsuit, investigation or other proceeding;

K. any employee benefit plans or arrangements, including, without limitation, any welfare benefit plan, pension benefit plan, other benefit arrangement or any contributions or any liability or obligation arising under any of the forgoing or in connection therewith; and

L. any accrued sales commissions or similar amounts incurred prior to the Closing and/or arising out of sales that occur prior the Closing (except to the extent of any current portion which was included within Assumed Liabilities).

7. Representations and Warranties. The Seller and the Shareholder (with respect to 7A, 7B, 7D, 7J, 7), 7P and 7S below) represent and warrant to Buyer as follows:

A. The Seller and the Shareholder (representing and warranting only as to itself) each has full corporate power and authority to (i) enter into this Agreement, (ii) enter into the exhibits and schedules attached hereto to which it is a signatory, and (iii) carry out the transactions contemplated herein. Except as set forth on Schedule 7(A)(1), no consent, approval, notice, filing or authorization is required, to or by any other person or entity (including any governmental or regulatory authority) in connection with the execution, delivery, consummation or performance of this Agreement or the transactions contemplated hereby. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the Federal Republic of Nigeria with all requisite corporate power and authority to carry on its business as it is now being conducted and to own, operate and lease its properties and assets. Schedule 7(A)(2) lists each of the states where Seller is qualified as a foreign entity. The conduct of its business and its ownership or use of property do not require Seller to be qualified or licensed to do business as a foreign entity in any state except those listed in Schedule 7(A)(2). Schedule 7(A)(3) contains complete and correct copies of Seller's (i) articles or certificate of incorporation; (ii) bylaws or operating agreement; (iii) certificate of authority for the states listed in Schedule 7(A)(2); and (iv) good standing certificates for the states listed in Schedule 7(A)(2), each as amended to date.

B. Neither the Seller nor the Shareholder (representing and warranting only as to itself) is subject to or obligated under any article of organization, operating agreement, bylaw, or other organizational or formation document, or any law, rule, ordinance or regulation of any governmental authority, or any agreement or instrument, or any license, franchise or permit, or subject to any order, writ, injunction or decree, which would be breached or violated by, or which would require notice or consent or approval by such party's execution, delivery and performance of this Agreement. Schedule 7(B) sets forth a list of all material licenses and permits used by Seller or required for the operation of the Business.

C. All of the Seller's issued and outstanding equity interests are, and will at the Closing be, owned as follows: (i) Ranger International, Ltd., an entity incorporated under the laws of the Marshall Islands, owns 12,500,000 ordinary shares of Seller; (ii) Technixs Oilfield Svcs, Ltd. owns 12,750,000 ordinary shares of Seller; and (iii) Akirfa owns 1,000,000 preferred shares of Seller convertible into 600,000,000 ordinary shares of Seller. The Seller has no subsidiaries and is not a party to any joint venture with any other entity or business operation. Except as set forth on Schedule 7(C), there are no contracts, arrangements or other agreements between the Seller and any affiliate of Seller with respect to the Business.

D. The Seller and the Shareholder (representing and warranting only as to itself) have complied with all applicable Laws (defined below) prior to the Closing Date and in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby. "Laws" means, without limitation, all foreign, federal, state and local laws, statutes, rules, regulations, codes, ordinances, orders, judicial decrees, writs, injunctions or decisions issued, entered or promulgated pursuant to any foreign, federal, state or local law.

E. To the best of the Seller's knowledge, except as set forth on Schedule 7(E), the Seller has good and marketable title to all of the Purchased Assets free and clear of all mortgages, security interests, liens, pledges, claims, escrows, options, rights of first refusal,

indentures, easements, licenses, security agreements or other agreements, restrictions, arrangements, contracts, commitments, understandings, obligations, royalties, charges or encumbrances of any kind or character. The Purchased Assets constitute all assets used in or necessary for the conduct of the Business as presently conducted.

F. To the best of the Seller's knowledge, Schedule 7(F) contains a schedule of, and copies of, all Contracts (defined below) to which the Seller is a party, or by which the Purchased Assets are bound. Schedule 7(F) includes the names of all parties to each such Contract, the effective dates thereof, the dollar amount thereof (if applicable) and a brief description of the subject matter of such Contracts. The term "Contracts" shall mean all material oral (which shall be summarized in Schedule 7(F)) and written contracts, agreements, agency agreements, loan agreements, mortgages, indentures, deeds of trust, guarantees, commitments, joint venture agreements, purchase and/or sale agreements, collective bargaining, union, consulting and/or employment contracts, leases of real or personal property, easements, distribution or dealer agreements, service agreements, license agreements and advertising agreements to which Seller is a party (except Schedule 7(F) shall not include agreements which do not exceed, in the case of any one agreement, an obligation of \$50,000, and in the case of all similar agreements, an aggregate obligation of \$100,000) and shall include, without limitation, the Customer Agreements. To the best of the Seller's knowledge, except as set forth on Schedule 7(F)(1), Seller is not in default or alleged to be in default under any Contract nor does the Seller have knowledge of any default by any other party to any Contract, and there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute a default under any Contract. All of the Contracts are in full force and effect and constitute legal, valid and binding obligations of the Seller, and to Seller's knowledge, constitute legal, valid and binding obligations of the other parties thereto, in each case in accordance with their terms, and, except as set forth on Schedule 7(F)(2), are capable of assignment without any notice to or consent by any other party. Buyer has been provided true, correct and complete copies of all Contracts.

G. The Purchased Assets are in good condition and working order individually and in the aggregate, ordinary wear and tear excepted, and Seller is not restricted in the use thereof. Seller does not own any real property. Seller is not a tenant under any lease(s) of real property used by Seller except as described on Schedule 7(G). With respect to the leased real property described on Schedule 7(G): (A) all such leases are in full force and effect and constitute valid and binding obligations of the respective parties thereto; (B) there have not been and there currently are not any defaults thereunder by any party thereto; (C) no event has occurred which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a default thereunder entitling the lessor to terminate the lease; and (D) the continuation, validity and effectiveness of all such leases under the current rentals and other current terms thereof will in no way be affected by the transactions contemplated by this Agreement or, if any would be affected, the Seller shall use all necessary means at its disposal to cause an appropriate consent to such transactions to be delivered to Buyer prior to the Closing Date at no cost or other adverse consequences to the Seller or to Buyer. Each parcel of real property, building, structure and improvement leased or otherwise utilized by Seller (collectively the "Premises") conforms in all material respects to all applicable Laws, including zoning regulations, none of which will, upon the sale of the Purchased Assets to Buyer, prohibit the use of such properties, buildings, structures or improvements, for the purposes for which they are now utilized. The Premises are of good quality construction throughout, are in good condition and working order, are adequate for their intended purposes, have no structural or other substantial deficiencies, and are free from deferred maintenance. Seller does not currently have, and in the past has not had, any interest (as owner, tenant or otherwise) in any real property except as disclosed on Schedule 7(G).

H. Except as set forth on Schedule 7(H), all accounts and notes receivable included on the Closing Balance Sheet constitute valid claims against third parties not affiliated with Seller arising in the ordinary course of business of Seller. The inventories of Seller on the Closing Date: (i) are valued with respect to each category of inventory at the lower of cost (on a FIFO basis) or market; and (ii) except as set forth on Schedule 7(H), do not include any items which are below

standard quality, damaged or spoiled, obsolete or of a quality or quantity not usable or saleable in the normal course of the business of Seller as currently conducted within normal inventory "turn" experience, the value of which has not been fully written down, or with respect to which adequate reserves have not been provided. Seller has the proper amount of inventories to conduct its Business consistent with past practices.

I. Other than the Assumed Liabilities and the liabilities set forth on Schedule 7(I), and except for liabilities which will be paid off and discharged in full by the Seller prior to or on the Closing Date, and liens in respect thereof released (with written evidence of such release delivered to Buyer prior to the Closing Date), to the best of Seller's knowledge, the Seller has no liabilities, obligations or claims (absolute, accrued, fixed or contingent, matured or unmatured, or otherwise) which relate to, encumber, bind or otherwise restrict the Purchased Assets, including liabilities, obligations or claims which may become known or arise only after the Closing Date and which result from actions, events or occurrences on or prior to the Closing Date.

J. Except as set forth on Schedule 7(J), there is no suit, action, investigation or proceeding pending or, to the knowledge of Seller or the Shareholder (representing and warranting only as to itself), threatened against Seller or the Shareholder or which, if adversely determined, would adversely affect the business, prospects, operations, earnings, properties or the condition, financial or otherwise, nor is there any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator outstanding against Seller or the Shareholder having, or which, insofar as can be reasonably foreseen, in the future may have, any such effect.

K. The Seller is in full compliance with and has not violated any Laws relating to the environment, pollution, nuisance or Hazardous Substances (defined below) (collectively, "Environmental Laws"). The Seller has not generated, manufactured, recycled, reclaimed, refined, transported or treated hazardous substances or other dangerous or toxic substances, or solid wastes (collectively, "Hazardous Substances"), and there has been no release or threatened release of any Hazardous Substances on or off any of the property leased by the Seller or any other location or facility used or occupied by the Seller. Such property contains no in-ground, below or underground storage tanks or containers, either in or not in use. No employee or former employee of the Seller has been exposed to any Hazardous Substances owned, produced or utilized by the Seller or any current or former subsidiary or otherwise in connection with their employment with the Seller. The Seller has not caused or experienced past or present events, conditions, circumstances, plans or other matters which: (i) are not in compliance with all Environmental Laws; or (ii) may give rise to any statutory, common law, or other legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, notice of violation or investigation based on or relating to Environmental Laws or Hazardous Substances, including, without limitation, (x) such matters relating to any property owned, leased or utilized by the Seller, (y) relating to inventory of or waste from Hazardous Substances or (z) arising from any off-site disposal, release or threatened release of Hazardous Substances. The Seller has received no notice or indication from any governmental agency or private or public entity advising it that it is or may be responsible for any investigation or response costs with respect to a release, threatened release or cleanup of chemicals or materials produced by or resulting from any business, commercial or industrial activities, operations or processes, including, without limitation, any Hazardous Substances and no facts or circumstances exist which could give rise to any such obligations.

L. The Seller has duly and timely filed true, correct and complete Tax (defined below) returns, all prepared in accordance with applicable laws, for all years and periods (and portions thereof) and for all jurisdictions (whether federal, state, local or foreign) in which any Tax returns were due, excepting any extensions granted under law. The Seller has timely paid all Taxes required to be paid by it in accordance with applicable law. There are no existing liens for Taxes upon any of the Purchased Assets. No claim has ever been made by an authority in a jurisdiction where the Seller does not file Tax returns that the Seller is or may be subject to Tax by that jurisdiction. There is no dispute or claim concerning any Tax liability of the Seller. The

Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. The term "Taxes" means all net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, profits, license, capital, withholding, payroll, employment, excise, goods and services, severance, stamp, occupation, premium, property, assessments, or other taxes or governmental charges of any kind whatsoever, together with any interest, fines and any penalties, additions to tax or additional amounts incurred or accrued under applicable federal, state, local or foreign tax law or assessed, charged or imposed by any governmental authority, domestic or foreign. Buyer has been provided true, correct and complete copies of all federal, state and foreign Tax returns filed by the Seller for the past five (5) years.

M. Schedule 7(M)(1) contains a list of, and Buyer has been provided true, correct and complete copies of, any and all employee benefit plans and all fringe benefit, cafeteria, profit sharing, deferred compensation, bonus, stock option, stock purchase, pension, retainer, consulting, retirement, welfare, or other incentive plan or arrangement, or employment agreement that the Seller maintains or to which it contributes. Except as identified on Schedule 7(M)(2), the Seller has not maintained, contributed to, or been required to contribute to any other "employee welfare benefit plan" (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA")) or any other "employee pension benefit plan" (as defined in Section 3(2) of ERISA), including any multi-employer plan. All plans, agreements, arrangements and commitments referred to in this Section 7(M) are in full compliance with all Laws, are legally valid and binding and in full force and effect, and there are no defaults or funding deficiencies thereunder.

N. The Seller has experienced no strikes or work stoppages and, except as set forth on Schedule 7(N), there is no collective bargaining relationship between the Seller and any union covering employees of Seller. There is no dispute or controversy with any union or other organization relating to the Seller's employees and there are no proceedings pending or threatened involving a dispute or controversy.

O. Schedule 7(O) contains a complete and accurate list and summary description of all U.S. and foreign registered, pending and common law, trade names, service marks, trademarks, and logos, all U.S. and foreign issued and pending patents, all U.S. and foreign copyrights, whether or not registered, and any rights of publicity, franchises and technology rights and licenses, including computer software, owned by or licensed to Seller. Seller represents and warrants that Seller is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property Assets (as defined in Section 1(C)), other than the rights of licensor under any license agreements identified in Schedule 7(O), and has good and marketable title to the Intellectual Property Assets free and clear of all royalty obligations, security interests, liens and encumbrances. Seller does not unlawfully or wrongfully use or possess any Intellectual Property Assets and did not misappropriate the Intellectual Property Assets from another person or entity. Seller's use of the Intellectual Property Assets does not conflict with or infringe upon the rights of any third party and no such claim of infringement or violation has been threatened or asserted or is pending against Seller, its end-user customers, licensees or licensors. Furthermore, no product, including final and intermediate products, made, imported, offered for sale, sold or distributed by Seller, or service provided by Seller, violates any license or infringes any intellectual property rights of any third party. The Shareholder (representing and warranting only as to itself) and Seller are each unaware that any of the foregoing claims or demands by any third party will be, or is likely to be made, or of any fact or circumstance that could reasonably give rise to any such claim or demand. Seller has not entered into any agreement, license, release, or order that restricts the right of Seller or Buyer to exploit the Intellectual Property Assets in any way. The execution, delivery and performance of this Agreement by Seller does not and will not violate any security agreement, indenture, order, or other instrument to which Seller is a party or by which it or any of its assets is bound. The Intellectual Property Assets are valid and enforceable and Seller and the Shareholder have taken all necessary steps to ensure the validity and enforceability of the Intellectual Property Assets. Seller has the exclusive right to use all Intellectual Property Assets used in, or necessary for, Seller's business as currently



conducted. Each Intellectual Property Asset owned or used by Seller immediately prior to the Closing Date will be owned or available for use by Buyer on identical terms and conditions immediately subsequent to the Closing Date hereunder.

P. There exist no pending or, to the knowledge of Seller, threatened claims against the Seller for injury to person or property of its employees or any third parties suffered as a result of the sale of any product or performance of any service by the Seller including, but not limited to, claims arising out of the defective or unsafe nature of its products or services.

Q. Schedule 7(Q) contains copies of certain of Seller's statements of financial position and statements of income and retained earnings for the fiscal years then ended, each such statement being prepared by Seller's independent outside accountant. All such statements of financial position and the notes thereto are complete and accurate and fairly present the financial position of Seller as of the respective dates thereof, and such statements of income and retained earnings and the notes thereto fairly present the results of operations for the periods therein referred to, all in accordance with GAAP (except as stated therein or in the notes thereto). There are no selling, general and/or administrative costs, or other operating expenses, that should, under GAAP consistently applied, be running through an income statement.

R. Since July 1, 2018, except as set forth on Schedule 7(R), there has not been (a) any material adverse change in the business, prospects, financial condition, earnings or operations of the Seller; (b) any damage, destruction or loss, whether covered by insurance or not, having a material adverse effect on the Purchased Assets or the Business; (c) any increase in the compensation payable or to become payable to any of the employees or any adoption of or increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any such party; (d) any entry into any commitment or transaction outside the ordinary course of business; (e) any material change by Seller in accounting methods, practices or principles; (f) any termination or waiver of any rights of value to the Seller; (g) any other transaction or event other than in the ordinary course of the Seller's business; (h) any adoption or amendment of any collective bargaining, bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, or other plan, agreement, trust, fund or arrangement for the benefit of employees providing services to the Seller; (i) any dividend or other distribution; or (j) any agreement or understanding made or entered into to do any of the foregoing.

S. None of the Seller, the Shareholder (representing and warranting only as to itself), any person or entity related to or affiliated with the Seller or any of the Shareholder, any officer, employee or agent of the Seller or any of the Shareholder, any other person or entity acting on behalf of or associated with the Seller or the Shareholder, nor any other entity directly or indirectly owned or controlled by the Seller or the Shareholder, acting alone or together, has (a) received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefit, regardless of its nature or type, from any customer, supplier, trading company, shipping company, governmental employee or other entity or individual with whom the Seller has done business directly or indirectly; or (b) directly or indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, trading company, shipping company, governmental employee or other person or entity who is or may be in a position to help or hinder the business of the Seller (or assist the Seller in connection with any actual or proposed transaction) which (i) might subject the Seller to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii), if not given in the past, might have had an adverse effect on the assets, business or operations of the Seller as reflected in the income statements set forth as Schedule 7(Q) or (iii), if not continued in the future, might adversely affect the assets, business, operations or prospects of the Seller or which might subject the Seller to suit or penalty in any private or governmental litigation or proceeding. Seller has not sold any products or services to any individual or entity in violation of any Law, including, without limitation, any Law limiting or restricting the sale of products or services to specified individuals or countries or into specified countries.

T. Schedule 7(T) sets forth a list of the employees of the Seller as of the Closing Date.

8. Conditions. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, or waiver by Buyer, at or prior to the Closing, of the following conditions:

A. Review. A full due diligence review of the Purchased Assets and business of the Seller shall be completed by Buyer, its affiliates, its legal counsel, its outside consultants, or others appointed by Buyer. Buyer shall be satisfied in its sole and absolute discretion with the results of such review. The cost of such review shall be borne by Buyer.

B. Consents and Approvals. All consents or approvals set forth on Schedule 8(B) shall have been obtained and delivered to Buyer. To the extent that any filings with or approvals of any governmental entity are required in connection with this Agreement or the transactions contemplated hereby (including, without limitation, any required HSR filing), such filings shall have been completed (with any applicable waiting period having expired or been waived or terminated) and such approvals shall have been obtained. The parties will reasonably cooperate with each other in connection with any such required filings or approvals.

C. Other Agreements. On or before the Closing Date, Buyer shall have received the executed Ranger Purchase Agreement, by and among Navarro Capital Partners, LLC, Ranger Offshore, Inc., and the other parties thereto (the "Ranger Purchase Agreement").

D. Delivery of Schedules. All Schedules to this Agreement shall have been delivered to Buyer and shall be satisfactory to Buyer in its sole discretion. Without limiting the foregoing, Buyer shall have the right to prepare, to elect to have the Chief Restructuring Officer prepare or to elect to have the Seller prepare the following schedules (each such schedule being satisfactory to Buyer in its sole discretion): the Schedule of Purchased Assets, Schedule 1 (Excluded Assets); Schedule 1(A) (Customer Contracts); Schedule 1(B) (Personal Property); Schedule 1(C) (Intellectual Property Assets); Schedule 2 (Liens and Debt); Schedule 3(D)(1) (Assumed Liabilities); Schedule 3(D)(2) (Excluded Contracts), and Schedule 6 (Certain Specifically Excluded Liabilities).

E. Absence of Certain Changes. Except in the ordinary course of business, since the date hereof, no additional debt or other significant transaction has been or will be incurred by the Seller from the date hereof through the Closing Date. Without the prior written consent of Buyer, no extraordinary bonuses or similar payments to affiliates will be accrued or paid by the Seller from the date hereof through the Closing Date. Since the date hereof, there shall have been no material adverse change in the business, prospects, financial condition, earnings or operations of the Seller's business. The composition and mix of the operating assets and liabilities of Seller as of the Closing Date shall be substantially the same as at December 31, 2017.

F. Representations and Warranties; Performance. The representations and warranties made by the Seller and the Shareholder herein shall be true and correct on the date of this Agreement and on the Closing Date with the same effect as though made on such date; the Seller and the Shareholder (as applicable) shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to the Closing Date; President and chief financial officer of the Seller shall have delivered to Buyer a certificate, dated the Closing Date, in the form designated Schedule 8(F) hereto, certifying to such matters and the other conditions contained in this Section 8.

G. Intercompany Advances. Each of the Seller and Shareholder shall have released in full all intercompany advances owing to them by or from Ranger Offshore, Inc. or any of its direct or indirect subsidiaries.



H. Joinder. The joinder of the Buyer as a Borrower to the Loan and Security Agreement is a condition precedent to the Closing.

The obligations of the Seller and Shareholder to consummate the transactions contemplated by this Agreement shall be subject to (i) its receipt of the executed Ranger Purchase Agreement and the consummation of the Closing (as defined in the Ranger Purchase Agreement), and (ii) the fulfillment, at or prior to the Closing, of the following conditions:

A. Governmental Approvals. To the extent that any filings with or approvals of any governmental entity are required in connection with this Agreement or the transactions contemplated hereby (including, without limitation, any required HSR filing), such filings shall have been completed (with any applicable waiting period having expired or been waived or terminated) and such approvals shall have been obtained.

B. Joinder. The joinder of the Buyer as a Borrower to the Loan and Security Agreement is a condition precedent to the Closing.

9. Apportionment of Taxes. Notwithstanding any other provision of this Agreement, Seller and the Shareholder shall be jointly and severally liable and indemnify Buyer for all Taxes attributable to the ownership or sale of the Purchased Assets or any operations of the Seller for all taxable periods (or portions thereof) ending on or before or including the Closing Date ("Pre-Closing Taxes"). Taxes which are personal property Taxes shall be allocated to Pre-Closing Taxes based on the number of days in the applicable taxable period during which the Purchased Assets were owned by the Seller. If Buyer makes a payment of any Pre-Closing Taxes or any Taxes specified below, it shall be entitled to prompt reimbursement from Seller and/or the Shareholder for such Taxes upon presentation to Seller of evidence of such payment. Seller and the Shareholder shall be jointly and severally liable and indemnify Buyer for any sales, use, documentary, recording, stamp, value added, excise, transfer or similar Taxes arising from the sale of the Purchased Assets or the transactions contemplated by this Agreement ("Transfer Taxes"). Claims arising under this Section 9 shall survive for the full period of any applicable statute of limitations plus an additional ninety (90) days.

10. Employees. Buyer shall be solely responsible for issuing, serving and delivering all orders and notices required, if any, pursuant to WARN in connection with the termination of any employees of the Seller. Further, Buyer shall retain the employees of the Seller, and shall take no action concerning the employees of the Seller before or after the Closing Date, to the extent necessary to avoid any requirement that the Seller deliver any WARN notifications with respect to any employees of the Seller or any individual employed by the Seller within the 90 day period prior to the Closing Date.

11. Indemnification and Hold Harmless. The Seller and the Shareholder, jointly and severally, agree to protect, defend, indemnify and hold harmless Buyer and each of its shareholders, officers, directors, affiliates, subsidiaries, employees and agents and all of their successors, assigns and affiliates (collectively, the "Indemnified Parties") from and against any and all actions, proceedings, claims, demands, suits, liabilities, losses, fines, penalties, damages, judgments, settlements or other expenses and costs (including but not limited to reasonable attorneys' fees) incurred or sustained by Buyer or any of the other Indemnified Parties as a result of: (i) any breach by the Seller and/or the Shareholder of any term, provision, covenant or agreement contained in this Agreement or any document or agreement delivered pursuant hereto; (ii) any inaccuracy or misrepresentation in any of the representations or warranties made by the Seller and/or the Shareholder in this Agreement; (iii) any inaccuracy or misrepresentation in any certificate or other document or instrument required to be delivered by the Seller and/or the Shareholder in accordance with any provision of this Agreement; and/or (v) the Excluded Liabilities.

12. Survival of Warranties. The respective representations and warranties of Seller and the Shareholder shall survive for a period of two (2) years from the Closing Date; provided, however, all representations and warranties made pursuant to Sections 7(A), 7(C) and 7(E) shall never expire; and all claims based on intentional or fraudulent actions, intentional or fraudulent misrepresentations or intentional or fraudulent breaches shall never expire.

13. Indemnification Limitation and Exclusive Remedy. The Indemnified Parties' sole recourse for satisfying any amounts due to them from claims arising out of or related to this Agreement is limited to the right to offset any such amounts against any payments due to Akirfa under the Cash Sharing Agreement, dated as of August [ ], 2018, by and among Akirfa, Navarro Capital Partners, LLC, and Buyer (the "Offset Right"). The Buyer acknowledges and agrees that the Indemnified Parties' sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be limited to the Offset Right. In furtherance of the foregoing, Buyer, on behalf of itself and each of the Indemnified Parties, hereby waives, to the fullest extent permitted under law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it has or may have against the other parties hereto and their affiliates and each of their respective representatives and agents arising under or based upon any law, except pursuant to the Offset Right.

14. Governing Law. This Agreement and the agreements executed in connection herewith shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of the State of New York) as to all matters including, but not limited to, matters of validity, construction, effect, performance and remedies.

15. Dispute Resolution. Subject to Section 16, any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement, the agreements entered into in connection herewith (except as may be set forth in any such agreement), or relating to any alleged breach hereof or thereof shall be determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in New York, New York or such other location as the parties in dispute may agree upon. The arbitration proceedings shall be subject to the substantive laws of the State of New York. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such an agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator against all or any of the parties in dispute and shall be paid promptly by the party or parties so assessed.

16. Specific Performance. The parties agree that if any party hereto is obligated to, but nevertheless does not, consummate this transaction, then any other party, in addition to all other rights or remedies, shall be entitled to the remedy of specific performance mandating that the other party or parties consummate this transaction. In an action for specific performance by any party against any other party, the other party shall plead adequacy of damages at law.

17. Further Assurances. From time to time after the closing, at Buyer's request, and without further consideration from Buyer, the Seller and the Shareholder shall execute and deliver such other instruments of conveyance and transfer and take such other actions as Buyer reasonably may require to convey, transfer to and vest in Buyer and to put Buyer in possession of the Purchased Assets.

18. No Liabilities Assumed. Buyer, the Seller and the Shareholder acknowledge and agree that Buyer is purchasing only the Purchased Assets. Except for the Assumed Liabilities, Buyer is not assuming any liabilities (absolute, accrued, fixed or contingent, matured or unmatured, or otherwise) of the Seller or the Shareholder, all such liabilities are retained by the Seller and/or the Shareholder.

19. Waiver of Compliance; Consents. Any failure of the Seller or the Shareholder on the one hand, or Buyer on the other hand, to comply with any obligation, covenant, agreement or condition herein may be waived in writing by Buyer or by the Seller and the Shareholder, respectively, but such waiver or

failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 17.

20. Methods of Termination. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time by mutual consent of Buyer and the Seller and the Shareholder or by either the Seller and the Shareholder or Buyer if such party is not in breach hereunder and the other party is in breach hereunder. Furthermore, if the Closing has not been consummated on or before December 4, 2018 (the "End Date"), any party may terminate this Agreement and the transactions herein contemplated may be abandoned at any time after the End Date (so long as the Closing has not occurred). If this Agreement is terminated as provided herein: (a) each party will upon reasonable request redeliver all documents and other materials of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same; (b) no party hereto shall have any liability or further obligation to any other party to this Agreement, except for liability for breaches occurring prior to such termination; and (c) each party shall bear its own expenses.

21. Fees and Expenses. Each party will pay its own legal, brokerage, accounting and other fees, costs and expenses incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein.

22. Miscellaneous. This Agreement and all of the provisions hereof and the other documents or agreements contemplated hereby shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or under any of the other documents or agreements contemplated hereby shall be assigned by the Seller or the Shareholder without the prior written consent of Buyer. The Seller and the Shareholder specifically consent to the assignment by Buyer of Buyer's rights under this Agreement and the other documents or agreements contemplated hereby to Buyer's successors and assigns, including, without limitation, any lender of Buyer, any affiliate of Buyer or any successor to all or substantially all of Buyer's business or assets. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement, which term as used throughout includes the Exhibits and Schedules hereto, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first hereinabove set forth.

**BUYER:**

ZUMA ROCK ENERGY SERVICES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

RANGER SUBSEA NIG, LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHAREHOLDER**

AKIRFA HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule 1: Excluded Assets**

Any intercompany receivables or other rights to receive any amounts from any affiliate of any Seller or the Shareholder (including, without limitation, Akirfa Holdings, LLC and WAG SPV I, LLC and their direct and indirect subsidiaries); provided, however, that for the avoidance of doubt, the foregoing shall not impair (i) the Guarantors' obligation to indemnify the Indemnified Parties in connection with the Sea Trucks Litigation pursuant to Section 1.6 of the Settlement Agreement, or (ii) the assignment of the Shell Claim or White Oak Global Advisors, LLC's rights with respect to the Shell Claim. Capitalized terms used in this Schedule 1 but not defined in the Agreement shall have the meanings ascribed to them in the Settlement Agreement.

**Schedule 1(A): Purchased Customer Agreements**

| <b>Customers:</b>                            |  |
|--|--|
| American Midstream, LLC                      | Mariner Energy, Inc.                     |
| American Pollution Control, Corp.            | McDermott, Inc.                          |
| Anadarko Petroleum Corporation               | Medco Energy US LLC                      |
| Anglo-Suisse Offshore Partners, LLC          | Merit Energy Company                     |
| Antinum Energy, Inc.                         | Newfield Exploration Company             |
| Apache Corporation                           | Nexen Petroleum U.S.A. Inc.              |
| Apex Oil & Gas, Inc.                         | NFE South Holdings Limited               |
| Applied Drilling Technology, Inc.            | Nippon Oil Exploration U.S.A. Limited    |
| Arena Offshore, LLC                          | Noble Energy Inc.                        |
| ATP Oil & Gas Corporation                    | Offshore Specialty Fabricators, Inc.     |
| Black Elk Energy Offshore Operations, LLC    | Palm Energy Offshore, LLC                |
| Blue Dolphin Pipe Line Company               | Peregrine Oil & Gas II                   |
| Callon Petroleum Company                     | Phoenix Exploration company              |
| Canega Shipping Services                     | Prime Offshore, LLC                      |
| Castex Offshore, Inc.                        | Probe Resources US Ltd.                  |
| Century Exploration New Orleans, Inc.        | Proserv Offshore, Inc.                   |
| Cimarex Energy Co.                           | Pyramid GOM, Inc.                        |
| Cross Group, Inc.                            | Ridgelake Energy, Inc.                   |
| CSA international, Inc.                      | Royal Production Company, Inc.           |
| Deepwater Corrosion Services, Inc.           | Sabco Operating Company                  |
| Dynamic Maritime Services, LLC               | Seneca Resources Corporation             |
| Dynamic Offshore Resources, LLC              | Spectra Energy Transmission, LLC         |
| El Paso E&P Company, L.P.                    | Stone Energy Corporation                 |
| Emerald Gathering and Transportation, LLC    | Talos Energy, LLC                        |
| Enbridge Energy Partners, L.P.               | Tammany Oil & Gas LLC                    |
| Energy Partners, Ltd.                        | Tana Exploration Company, LLC            |
| Energy XXI Services, LLC                     | Targa Resources, LLC                     |
| EnVen Energy Ventures, LLC                   | Tarpon Operating & Development, LLC      |
| EOG Resources, Inc.                          | Taylor Energy Company LLC                |
| Excelerate Energy Limited Partnership        | Tesla Offshore, LLC                      |
| Fairways Offshore Exploration, Inc.          | Tetra Technologies, Inc                  |
| Freeport McMoran Oil & Gas LLC               | Texas Petroleum Investment Company       |
| Hall-Houston Exploration II, L.P.            | Top Coat, Inc.                           |
| Helis Oil & Gas Company, LLC                 | Trunkline Gas Company, LLC               |
| Helix Energy Solutions Group, Inc.           | W&T Offshore, Inc.                       |
| Hillcorp Energy GOM, LLC                     | Walter Oil & Gas Corporation             |
| Hunt Oil Company                             | Wet Tech Energy, Inc.                    |
| JAB Energy Solutions, LLC                    | Wild Well Control, Inc.                  |
| Leed Petroleum LLC.                          | Williams Strategic Sourcing Company, LLC |
| LLOG Exploration and Production Company, LLC | Woodside Energy (USA) Inc.               |
| Manson Gulf, LLC                             |  |

**Schedule 1(B): Purchased Personal Property**

| <b>Group</b>                | <b>Item Description</b>                        | <b>PPE Type</b> |
|-----------------------------|--|-----------------|
| BURN LEADS                  | BURN LEADS 1                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 10                                  | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 11                                  | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 12                                  | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 13                                  | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 14                                  | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 2                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 3                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 4                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 5                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 6                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 7                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 8                                   | Dive Equipment  |
| BURN LEADS                  | BURN LEADS 9                                   | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 2012                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 307                       | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 3765                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 3766                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 3795                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 3916                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 3922                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 4207                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 4208                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 4262                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 4266                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 4510                      | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 559                       | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 610                       | Dive Equipment  |
| HOT WATER DIVE HOSES        | HOT WATER DIVE HOSES 629                       | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1399               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1510               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1513               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1526               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1529               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1530               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1531               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1538               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1542               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1549               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1551               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1552               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1553               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1554               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1560               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1561               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1562               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1563               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1564               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1595               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT 1599               | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | 1 1/2 INCH HYDRAULIC IMPACT IW24 360 2005 1075 | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | Hydraulic Impacts 1 1/2"                       | Dive Equipment  |
| 1 1/2 INCH HYDRAULIC IMPACT | Hydraulic Impacts 1 1/2"                       | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1009                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1011                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1012                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1022                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1026                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1030                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1036                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1038                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1045                   | Dive Equipment  |
| 1 INCH HYDRAULIC IMPACT     | 1 INCH HYDRAULIC IMPACT 1050                   | Dive Equipment  |



| Group                   | Item Description                        | PPE Type       |
|-------------------------|---|----------------|
| 1 INCH HYDRAULIC IMPACT | 1 INCH HYDRAULIC IMPACT 1051            | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | 1 INCH HYDRAULIC IMPACT 980             | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact                        | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact                        | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1 INCH HYDRAULIC IMPACT | Hydraulic Impact 1"                     | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators BLNP0097           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators CLNP0154           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators CLNP0335           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators CNNP0241           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators CNNP1441           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators CNNP1480           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators FLNP0460           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators FRAR 0473          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GGP0102            | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0053          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0067          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0075          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0080          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0100          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0186          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0201          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0248          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR 0269          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators GRAR0234           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators IKNP0075           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators IKNP0197           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators IKNP0408           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators IRAR 0113          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators JAP0024            | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators JAP0389            | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators JAP0394            | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators KEP 0292           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators KRAR 0129          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators KRAR 0130          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators KRAR 0133          | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators KRAR0121           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators LNNP0101           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators LNNP0765           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators LPNR0365           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators LPNR0381           | Dive Equipment |
| 1st STAGE REGULATORS    | 1st Stage Regulators W8B1652            | Dive Equipment |
| 3/4" HYDRAULIC IMPACT   | 3/4" HYDRAULIC IMPACT 7585              | Dive Equipment |
| 3/4" HYDRAULIC IMPACT   | 3/4" HYDRAULIC IMPACT 7951              | Dive Equipment |
| 3/4" HYDRAULIC IMPACT   | 3/4" HYDRAULIC IMPACT 7956              | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-107           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-110 Skid only | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-148           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-149           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-150           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-154           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-155           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-160           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-161           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-162           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-163           | Dive Equipment |
| 5120 DIVE COMPRESSOR    | 5120 DIVE COMPRESSOR 5120-164           | Dive Equipment |



| Group                     | Item Description                                  | PPE Type       |
|---------------------------|---|----------------|
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-172 Skid only           | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-180                     | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-184 Skid only           | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-51                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-55                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-61                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-62                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-67 - from Mexico        | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-70                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-72 Skid only            | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-79                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-89                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-90                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-95 from Mexico          | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-96                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR 5120-97                      | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC ACE-01C                 | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC ACE-02C                 | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC-001 (ORION)             | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC-002 (ORION)             | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC-100 (PIONEER)           | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELEC-101 (PIONEER)           | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELECTRIC-1004-LP (COMMANDER) | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELECTRIC-165 (COMMANDER)     | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR ELECTRIC-166 (COMMANDER)     | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 DIVE COMPRESSOR HP-1004 (COMMANDER)          | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 2 5120 Dive Compressors                           | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Dive Compressor                              | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Kubota Air Compressor Package                | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Kubota Air Compressor Package                | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Kubota Air Compressor Package                | Dive Equipment |
| 5120 DIVE COMPRESSOR      | 5120 Kubota Air Compressor Package                | Dive Equipment |
| 8 Tube Modules            | 8 Tube Modules #1                                 | Dive Equipment |
| 8 Tube Modules            | 8 Tube Modules #2                                 | Dive Equipment |
| AIR DRILLS                | Air Drills  | Dive Equipment |
| AIR DRILLS                | Air Drills  | Dive Equipment |
| AIR IMPACT                | AIR IMPACT 1" Air Impact Wrench                   | Dive Equipment |
| AIR IMPACT                | AIR IMPACT 1" Air Impact Wrench                   | Dive Equipment |
| AIR LIFTS                 | Air Lift @ \$500 per unit                         | Dive Equipment |
| AIR RACKS                 | Air Rack  | Dive Equipment |
| AIR RACKS                 | Air Rack  | Dive Equipment |
| AIR RACKS                 | Air Rack  | Dive Equipment |
| AIR RACKS                 | Air Rack  | Dive Equipment |
| AIR RACKS                 | Air Rack  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness AX0006929               | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103262                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103265                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103267                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103268                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103272                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103295                | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103301                | Dive Equipment |

| Group                     | Item Description                    | PPE Type       |
|---------------------------|-------------------------------------|----------------|
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103302  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103304  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103310  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103318  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103340  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103342  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103351  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103353  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103356  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103366  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103394  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC103415  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC108660  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC108681  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC108686  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC108687  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness CC108695  | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness GE0001575 | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness GE0001697 | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness GE0001721 | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R17324    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R20544    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R22294    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R22376    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R22379    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R22395    | Dive Equipment |
| Bailout Bottles & Harness | Bailout Bottles & Harness R22915    | Dive Equipment |
| BASKETS                   | Spider Basket                       | Dive Equipment |
| BELLS                     | Class 2 Bell                        | Dive Equipment |
| BELLS                     | Class 2 Bell                        | Dive Equipment |
| BELLS                     | Class 2 Bell                        | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 12-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 23-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 23-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 23-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 23-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 23-Bottle Rack                      | Dive Equipment |
| BOTTLE RACKS              | 8 Tube Rack                         | Dive Equipment |
| BOTTLE RACKS              | Acetyllene Rack                     | Dive Equipment |
| BOTTLE RACKS              | Acetyllene Rack                     | Dive Equipment |
| BOTTLE RACKS              | Acetyllene Rack                     | Dive Equipment |
| BOTTLE RACKS              | Acetyllene Rack                     | Dive Equipment |
| BOTTLE RACKS              | Acetyllene Rack                     | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BOTTLE RACKS              | Gas Rack                            | Dive Equipment |
| BURNING LEADS             | Burning Leads                       | Dive Equipment |
| BURNING LEADS             | Burning Leads                       | Dive Equipment |
| BURNING LEADS             | Burning Leads                       | Dive Equipment |
| BURNING LEADS             | Burning Leads                       | Dive Equipment |
| BURNING LEADS             | Burning Leads                       | Dive Equipment |

| Group                       | Item Description                                  | PPE Type       |
|-----------------------------|---|----------------|
| BURNING LEADS               | Burning Leads                                     | Dive Equipment |
| BURNING LEADS               | Burning Leads                                     | Dive Equipment |
| CONEX BOXES                 | 2 Refurbished conex boxes                         | Dive Equipment |
| CONEX BOXES                 | Convert Conex to Dive Shack                       | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| CP HOSE                     | CP HOSE 1" x 50' CP Hose                          | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-003               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-005               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-006               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-011               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-012               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-014               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-015               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-018               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-019               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-036               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-110               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-117               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-118               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-121               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-122               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-127               | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-135 with med lock | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-136 with med lock | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-137 with med lock | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-138 with med lock | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | DECK DECOMPRESSION CHAMBERS DDC-139 with med lock | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | 14 DDC Chambers                                   | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS | Chamber   | Dive Equipment |

| Group                         | Item Description                               | PPE Type       |
|-------------------------------|--|----------------|
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DECK DECOMPRESSION CHAMBERS   | Chamber  | Dive Equipment |
| DIVE BASKETS                  | 4x8 Dive Basket                                | Dive Equipment |
| DIVE BASKETS                  | 4x8 Dive Basket                                | Dive Equipment |
| DIVE BASKETS                  | 4x8 Dive Basket                                | Dive Equipment |
| DIVE BASKETS                  | 4x8 Dive Basket                                | Dive Equipment |
| DIVE BELLS                    | Open Dive Bell                                 | Dive Equipment |
| DIVE HATS                     | 2 dive hats                                    | Dive Equipment |
| DIVE HATS                     | Yellow Surface Hat(New) with Harness SN 2423KM | Dive Equipment |
| DIVE HATS                     | Yellow Surface Hat(New) with Harness SN 2424KM | Dive Equipment |
| DIVE HATS                     | Yellow Surface Hat(Used) with Harness SN 81479 | Dive Equipment |
| DIVE HOSES                    | Dive Hoses @ \$1,000 per unit                  | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE LADDERS                  | Dive Ladder                                    | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-002            | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-18             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-19             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-21             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-22             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-23             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-24             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-25             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS B-27             | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-08            | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-09            | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-100           | Dive Equipment |

| Group                         | Item Description                        | PPE Type       |
|-------------------------------|---|----------------|
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-101    | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-30     | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-35     | Dive Equipment |
| DIVE STAGES AND CLASS 2 BELLS | DIVE STAGES AND CLASS 2 BELLS DS-85     | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 00263K S/L17K            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 00713K S/L17K            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 01679 Bandmask           | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 02226 Bandmask           | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 2250 S/L17               | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 4223KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 5028KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 5037KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 50A18 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 50A38 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 5594B-4 Bandmask         | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 6104 S/L37               | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 6190KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 6191KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 6192KM S/L37             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 6410 S/L17               | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 70A20 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 8046SS S/L77             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 8107SS S/L77             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 8108SS S/L77             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 900105 Bandmask          | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 90032 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 90237 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 90237 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 90367 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 90868 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 91016 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 91126 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 91157 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 91278 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 91371 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 92167 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 92187 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 92367 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 92407 S/L 17             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93949 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93954 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93958 S/L 17             | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93963 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93965 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93967 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93970 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 93972 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 94950 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 94952 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 94953 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 94955 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS 94957 S/L17              | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C01A5 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C30A1 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C35A5 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C35A6 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C45A7 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C55A4 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | DIVING HELMETS C61A4 RECLAIM            | Dive Equipment |
| DIVING HELMETS                | Dive Helmet - Stainless                 | Dive Equipment |
| DIVING HELMETS                | Dive Helmet - Stainless - swap (Gorski) | Dive Equipment |

| Group                 | Item Description              | PPE Type       |
|-----------------------|-------------------------------|----------------|
| GAS RADIOS            | Gas Radios @ \$2,055 per unit | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GAS WHIPS             | HP 50' Gas Whip               | Dive Equipment |
| GENERATOR             | GENERATOR GEN-03              | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT BOX              | Grit Box                      | Dive Equipment |
| GRIT HOSES            | Grit Hoses @ \$162 per Hose   | Dive Equipment |
| GRIT POT              | GRIT POT GP-02                | Dive Equipment |
| GRIT POT              | GRIT POT GP-03                | Dive Equipment |
| HACKSAWS              | Widder Air Hacksaw and stand  | Dive Equipment |
| HACKSAWS              | Widder Air Hacksaw and stand  | Dive Equipment |
| HARDWARE AND SOFTWARE | Air Radio @ 300 per unit      | Dive Equipment |
| HI LO COMPRESSORS     | 400 Hi Lo Compressor          | Dive Equipment |
| HOSE REELS            | Hydraulic Hose Reel           | Dive Equipment |
| HOSE REELS            | Hydraulic Hose Reel           | Dive Equipment |
| HOSE REELS            | Hydraulic Hose Reel           | Dive Equipment |
| HOSE REELS            | Hydraulic Hose Reel           | Dive Equipment |
| HOSE REELS            | Hydraulic Hose Reel           | Dive Equipment |
| HOSES                 | 5 600' Dive Hoses             | Dive Equipment |
| HOSES                 | Bull Hose 2" @ 200 per unit   | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-03         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-04         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-05         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-1          | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-15         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-16         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-19         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-21         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-22         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-31         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-32         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-33         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-36         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-37         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-37         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-38         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT HWU-39         | Dive Equipment |
| HOT WATER UNITS       | HOT WATER UNIT WAY WOLF - 13  | Dive Equipment |
| HOT WATER UNITS       | Hot water Unit                | Dive Equipment |
| HOT WATER UNITS       | Hot Water Unit                | Dive Equipment |
| HOT WATER UNITS       | Hot Water Unit                | Dive Equipment |
| HOT WATER UNITS       | Hot Water Unit                | Dive Equipment |
| HPU's                 | Hi Power Hydraulic Unit       | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER 2           | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER 200         | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER 80          | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER CH-01       | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER HC-004      | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER HC-02       | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER HC-03       | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER HC-12       | Dive Equipment |
| HYDRAULIC CHIPPERS    | HYDRAULIC CHIPPER HC-20       | Dive Equipment |
| HYDRAULIC CHIPPERS    | Hydraulic Chippers            | Dive Equipment |
| HYDRAULIC CHIPPERS    | Hydraulic Chippers            | Dive Equipment |



| Group                            | Item Description                           | PPE Type       |
|----------------------------------|--|----------------|
| HYDRAULIC CHIPPERS               | Hydraulic Chippers                         | Dive Equipment |
| HYDRAULIC CHIPPERS               | Hydraulic Chippers                         | Dive Equipment |
| HYDRAULIC CHIPPERS               | Hydraulic Chippers                         | Dive Equipment |
| HYDRAULIC CHIPPERS               | Hydraulic Chippers                         | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-18        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-19        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-20        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-26        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-27        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-28        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-30        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-31        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-32        | Dive Equipment |
| HYDRAULIC DIESEL POWER UNITS     | HYDRAULIC DIESEL POWER UNITS HPU-89        | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL 1                          | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL 2                          | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL 44                         | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL 51                         | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL 80                         | Dive Equipment |
| HYDRAULIC DRILLS                 | HYDRAULIC DRILL DL 07                      | Dive Equipment |
| HYDRAULIC DRILLS                 | Hydraulic Drill                            | Dive Equipment |
| HYDRAULIC DRILLS                 | Hydraulic Drill                            | Dive Equipment |
| HYDRAULIC DRILLS                 | Hydraulic Drill                            | Dive Equipment |
| HYDRAULIC ELECTRICAL POWER UNITS | HYDRAULIC ELECTRICAL POWER UNITS EHPU-001  | Dive Equipment |
| HYDRAULIC ELECTRICAL POWER UNITS | HYDRAULIC ELECTRICAL POWER UNITS EHPU-01   | Dive Equipment |
| HYDRAULIC ELECTRICAL POWER UNITS | HYDRAULIC ELECTRICAL POWER UNITS EHPU-03   | Dive Equipment |
| HYDRAULIC ELECTRICAL POWER UNITS | HYDRAULIC ELECTRICAL POWER UNITS EHPU-10   | Dive Equipment |
| HYDRAULIC ELECTRICAL POWER UNITS | HYDRAULIC ELECTRICAL POWER UNITS EHPU-4501 | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER GR 20310-2905            | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER GR 29310-2019            | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-01                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-02                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-03                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-04                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-05                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-06                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-15                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-20                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-23                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-34                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-38                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-41                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-45                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-51                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-52                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-53                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-54                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-55                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-82                    | Dive Equipment |
| HYDRAULIC GRINDERS               | HYDRAULIC GRINDER HG-99                    | Dive Equipment |

| Group  | Item Description  | PPE Type       |
|--|---|----------------|
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC GRINDERS                             | Hydraulic Grinder                                       | Dive Equipment |
| HYDRAULIC HACKSAWS                             | HYDRAULIC HACKSAW 15                                    | Dive Equipment |
| HYDRAULIC HACKSAWS                             | HYDRAULIC HACKSAW 16                                    | Dive Equipment |
| HYDRAULIC HACKSAWS                             | HYDRAULIC HACKSAW 20                                    | Dive Equipment |
| HYDRAULIC HACKSAWS                             | HYDRAULIC HACKSAW 38                                    | Dive Equipment |
| HYDRAULIC HACKSAWS                             | HYDRAULIC HACKSAW 60                                    | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hack Saw with Stand Unit 326                  | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hack Saw with Stand Unit 328                  | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #1                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #2                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #3                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #3                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #5                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #5                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #6                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #6                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #7                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #7                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #8                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #8                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #9                            | Dive Equipment |
| HYDRAULIC HACKSAWS                             | Hydraulic Hacksaw w/stand #9                            | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | Hydraulic Hose Reel                                     | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-603  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-604  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-609  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-610  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-616  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-617  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-619  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-652  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-653  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-668  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HHR-700  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HPHR-05  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HPHR-20  | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HPHR-602 | Dive Equipment |
| HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) | HYDRAULIC HOSE REELS (BOTH POWER AND NO POWER) HPHR-651 | Dive Equipment |
| HYDRAULIC IMPACT WRENCHES                      | Hyd Impact Wrenches                                     | Dive Equipment |



| Group                      | Item Description                         | PPE Type       |
|----------------------------|--|----------------|
| HYDRAULIC SKILL SAWS       | HYDRAULIC SKILL SAWS CS-01               | Dive Equipment |
| HYDRAULIC SKILL SAWS       | HYDRAULIC SKILL SAWS CS-02               | Dive Equipment |
| HYDRAULIC SKILL SAWS       | HYDRAULIC SKILL SAWS CS-03               | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYDRAULIC UNITS            | Hydraulic Unit                           | Dive Equipment |
| HYTORQ HOSE REEL           | HYTORQ HOSE REEL HTR-005                 | Dive Equipment |
| INDUSTRIAL COMPRESSOR      | INDUSTRIAL COMPRESSOR 825-01             | Dive Equipment |
| JET HOSES                  | Jet Hoses @ \$ 500 per unit              | Dive Equipment |
| JET HOSES                  | Jet Hoses @ \$320 per hose               | Dive Equipment |
| JET NOZZLES                | Jet Nozzles/ \$100 per unit              | Dive Equipment |
| JET PUMPS                  | 6 x 6 Jet Pump                           | Dive Equipment |
| JET PUMPS                  | 6 x 6 Jet Pump                           | Dive Equipment |
| JET PUMPS                  | 6 x 6 Jet Pump                           | Dive Equipment |
| JET PUMPS                  | 6 x 6 Jet Pump(#7)                       | Dive Equipment |
| JET PUMPS                  | 6x6 Jet Pump                             | Dive Equipment |
| JET PUMPS                  | 6x6 Jet Pump                             | Dive Equipment |
| JET PUMPS                  | 6x6 Jet Pump                             | Dive Equipment |
| JET PUMPS                  | Refurbish Jet Pump                       | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| JOB BOXES                  | Job Box                                  | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-02       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-03       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-10       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-11       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-12       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-20       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-21       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-23       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-24       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-25       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-26       | Dive Equipment |
| LAUNCH AND RECOVERY SYSTEM | LAUNCH AND RECOVERY SYSTEM LARS-DL-61136 | Dive Equipment |
| LIFT BAGS                  | Lift bags - 20K                          | Dive Equipment |
| LIFT BAGS                  | Lift bags - 20K                          | Dive Equipment |
| LIFT BAGS                  | Lift bags - 10K                          | Dive Equipment |
| LIFT BAGS                  | Lift bags - 10K                          | Dive Equipment |
| LIFT BAGS                  | Lift bags - 1K                           | Dive Equipment |
| LIFT BAGS                  | Lift bags - 1K                           | Dive Equipment |
| LIFT BAGS                  | Lift bags - 1K                           | Dive Equipment |
| LIFT BAGS                  | Lift bags - 1K                           | Dive Equipment |
| LIFT BAGS                  | Lift bags - 1K                           | Dive Equipment |

| Group                           | Item Description                       | PPE Type       |
|---------------------------------|--|----------------|
| LIFT BAGS                       | Lift bags - 1K                         | Dive Equipment |
| LIFT BAGS                       | Lift bags - 4K                         | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 500lb                      | Dive Equipment |
| LIFT BAGS                       | Lift bags - 6k                         | Dive Equipment |
| LIFT BAGS                       | Lift bags - 6k                         | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 004           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 1000          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 189           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 3654          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 3796          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 3914          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 3926          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4137          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4211          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4212          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 423           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4254          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4259          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4269          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 4270          | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 560           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 600           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 626           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 627           | Dive Equipment |
| NON HOT WATER DIVE HOSES        | NON HOT WATER DIVE HOSES 681           | Dive Equipment |
| NORM METERS                     | Norm Meter                             | Dive Equipment |
| NORM METERS                     | Norm Meter                             | Dive Equipment |
| NORM METERS                     | Norm Meter                             | Dive Equipment |
| NORM METERS                     | Norm Meter                             | Dive Equipment |
| OFFSHORE JET PUMPS              | OFFSHORE JET PUMPS JP-03               | Dive Equipment |
| POLLUTION DOMES                 | Pollution Dome                         | Dive Equipment |
| POLLUTION DOMES                 | Pollution Dome                         | Dive Equipment |
| POLLUTION DOMES                 | Pollution Dome                         | Dive Equipment |
| POLLUTION DOMES                 | Pollution Dome                         | Dive Equipment |
| POLLUTION DOMES                 | Pollution Dome                         | Dive Equipment |
| SAWS                            | Super C Wach Saw                       | Dive Equipment |
| SAWS                            | Super D Wach Saw                       | Dive Equipment |
| SHIEVES                         | Power Sheves                           | Dive Equipment |
| SHIEVES                         | Power Sheves                           | Dive Equipment |
| SHIEVES                         | Power Sheves                           | Dive Equipment |
| SHIEVES                         | Power Sheves                           | Dive Equipment |
| SMALL TOOLS/EQUIPMENT           | Small tools/hoses/parts                | Dive Equipment |
| SNATCH BLOCKS                   | Snatch Blocks @ \$500 per unit         | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| STAGES                          | Stage                                  | Dive Equipment |
| SUBTECH HYDRAULIC UNITS         | SUBTECH HYDRAULIC UNITS SUB-01         | Dive Equipment |
| SUBTECH HYDRAULIC UNITS         | SUBTECH HYDRAULIC UNITS SUB-02         | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR) | SURFACE DIVE VANS (GAS AND AIR) AS-01  | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR) | SURFACE DIVE VANS (GAS AND AIR) AS-10  | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR) | SURFACE DIVE VANS (GAS AND AIR) AS-11  | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR) | SURFACE DIVE VANS (GAS AND AIR) GS-011 | Dive Equipment |

| Group                               | Item Description  | PPE Type       |
|-------------------------------------|---|----------------|
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-021                                | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-06                                 | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-08                                 | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-139                                | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-302                                | Dive Equipment |
| SURFACE DIVE VANS (GAS AND AIR)     | SURFACE DIVE VANS (GAS AND AIR) GS-311                                | Dive Equipment |
| TANKS                               | 60 Gallon Tank  | Dive Equipment |
| TANKS                               | 60 Gallon Tank  | Dive Equipment |
| TOTE TANKS                          | 15bbl Tote Tank   | Dive Equipment |
| TOTE TANKS                          | 15bbl Tote Tank   | Dive Equipment |
| TOTE TANKS                          | 15bbl Tote Tank   | Dive Equipment |
| TUBE RACK                           | 2 Tube Rack   | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) 40K                               | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-01                             | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW000106                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW000442                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW000444                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW001259                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW003482                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW005770                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW040500                       | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW05771                        | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MR-MW1500700                      | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MT (ORION) FA2B-GMR-1G MW-6431001 | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MT (ORION) FA2B-MMK1G MW-1050500  | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) MT (ORION) FA2B-MMK1G MW-1510700  | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (COMMANDER) UT-12332           | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (COMMANDER) UT-523-910         | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (COMMANDER) UT-F06042          | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (COMMANDER) UT-K6U352          | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (COMMANDER) UT-KU545A          | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT (PIONEER) UT-K6UL 12318        | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT 12337                          | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT-4684                           | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT-AW-05                          | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT-BEE BEE - 12338                | Dive Equipment |

| Group                               | Item Description   | PPE Type       |
|-------------------------------------|--|----------------|
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT-BEE BEE - PIONEER | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | TUGGERS (BOTH UTILITY AND MANRATED) UT-DEDX-2600804      | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | 10k Tugger   | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | 10k Tugger   | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | 4k Man-rider Tugger                                      | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | BB Tugger  | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | Force 5 Tugger   | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | Manrider Tugger  | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | Refurbish 10k Tugger SN MW005124                         | Dive Equipment |
| TUGGERS (BOTH UTILITY AND MANRATED) | Refurbish 10k Tugger SN MW005236                         | Dive Equipment |
| UMBILICALS                          | Diver Umbilical SN 004681-625                            | Dive Equipment |
| UMBILICALS                          | Diver Umbilical SN 004682-625                            | Dive Equipment |
| UMBILICALS                          | Diver Umbilical SN 004683-625                            | Dive Equipment |
| UMBILICALS                          | Diver Umbilical SN 004684-625                            | Dive Equipment |
| UMBILICALS                          | Diver Umbilical SN 004685-625                            | Dive Equipment |
| UW VIDEO                            | U/W Videos with capture                                  | Dive Equipment |
| UW VIDEO                            | U/W Videos with capture                                  | Dive Equipment |
| UW VIDEO                            | U/W Videos with capture                                  | Dive Equipment |
| UW VIDEO                            | Underwater Video System                                  | Dive Equipment |
| UW VIDEO                            | Underwater Video Systems(2-one is backup)                | Dive Equipment |
| UW VIDEO                            | Video Cables   | Dive Equipment |
| UW VIDEO                            | Video Cables   | Dive Equipment |
| UW VIDEO                            | Video Cables   | Dive Equipment |
| UW VIDEO                            | Video Camera with lights                                 | Dive Equipment |
| UW VIDEO                            | Video Camera with lights                                 | Dive Equipment |
| UW VIDEO                            | Video Camera with lights                                 | Dive Equipment |
| UW VIDEO                            | Video System   | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-120                                      | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-1201                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-3037                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-3040                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-3041                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6001                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6002                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6005                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6008                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6010                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6019                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6040                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6051                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6052                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6055                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6061                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6066                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6067                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6068                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6071                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6072                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6087                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6089                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6090                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6098                                     | Dive Equipment |
| VOLUME TANKS                        | VOLUME TANKS VT-6099                                     | Dive Equipment |
| VOLUME TANKS                        | Volume Tank 60 Gallon                                    | Dive Equipment |
| VOLUME TANKS                        | Volume Tank 60 Gallon                                    | Dive Equipment |
| VOLUME TANKS                        | Volume Tank 60 Gallon                                    | Dive Equipment |

| Group   | Item Description   | PPE Type              |
|---|--|-----------------------|
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tank 60 Gallon                                    | Dive Equipment        |
| VOLUME TANKS  | Volume Tanks 120 Gallon                                  | Dive Equipment        |
| VOLUME TANKS  | Volume Tanks 120 Gallon                                  | Dive Equipment        |
| VOLUME TANKS  | Volume Tanks 120 Gallon                                  | Dive Equipment        |
| VOLUME TANKS  | Volume Tanks 120 Gallon                                  | Dive Equipment        |
| VOLUME TANKS  | Volume Tanks 120 Gallon                                  | Dive Equipment        |
| WHIPS   | Whips#2 @ \$100 per unit                                 | Dive Equipment        |
| WHIPS   | Whips#2 @ \$100 per unit                                 | Dive Equipment        |
| WHIPS   | Whips#2 @ \$100 per unit Fill                            | Dive Equipment        |
| HOSS1   | HOSS1 Saturation System - HOSS I                         | SAT Systems           |
| HOSS2   | HOSS2 Saturation System - HOSS II                        | SAT Systems           |
| HRF   | Hyperbaric Receiving Facility - HRF-1                    | SAT Systems           |
| HWTs  | Hyperbaric Welding Training System                       | SAT Systems           |
| HOSS3   | Saturation Dive System - HRF 1006                        | SAT Systems           |
| HOSS4   | Saturation Dive System - TSS 1004                        | SAT Systems           |
| HOSS5   | Saturation Dive System - TSS 1504                        | SAT Systems           |
| HOSS6   | Saturation Dive System - TSS 650                         | SAT Systems           |
| CARS  | 2013 Ford Edge   | Vehicles              |
| CARS  | 2013 Ford Escape   | Vehicles              |
| CARS  | 2013 Toyota Tacoma                                       | Vehicles              |
| TRAILERS  | Utility Trailer  | Vehicles              |
| JOE G JR  | Joe G Jr M/V Joe G Jr                                    | Vessels               |
| ORION   | Orion M/S Global Orion                                   | Vessels               |
| SAVANNAH RIVER  | Savannah River M/V Savannah River                        | Vessels               |
| COMPUTER EQUIPMENT  | Peripherals, Backup devices, power sources, racks, etc.  | Computer & Comms      |
| ENGINEERING SOFTWARE  | Software   | Computer & Comms      |
| ERP SYSTEM  | Dynamics GP ERP  | Computer & Comms      |
| CISCO PHONE SYSTEM  | Office and mobile communications                         | Computer & Comms      |
| OFFICE EQUIPMENT  | Other Machinery Corporate                                | Machinery & Equipment |
|   |  |                       |
| Arbitral award against Tradeco Infraestructura, SA and Grupo Tradeco, including products and proceeds thereof | Described in item 4 of Schedule 7(J) (Litigation) hereto |                       |

**Schedule 1(C): Intellectual Property Assets**

| <b>Third-party software</b>                   | <b>Description</b>                  |
|---|-------------------------------------|
| <b>Communications:</b>                        |                                     |
| Call Manager (CUCM)                           | VOIP                                |
| Unity Connection                              | Voicemail                           |
| Presence                                      | Jabber                              |
| Jabber  | Remote comms                        |
| Cisco Client AnyConnect                       | VPN                                 |
| <b>Servers, Enterprise Tools, Operations:</b> |                                     |
| Oracle Hyperion Essbase                       | Financial tool                      |
| Pinnacle Studios                              | Video capture software              |
| Manage Engine                                 | Helpdesk ticketing                  |
| PRTG  | Network monitoring tool             |
| DameWare                                      | Remote Administration tool          |
| Pinnacle                                      | Access card software                |
| Trend Micro                                   | Antivirus                           |
| SQL Management Studios                        | SQL Server management               |
| Veeam   | Backup                              |
| VMWare  | Virtualization                      |
| Dynamics GP                                   | Accounting ERP                      |
| <b>Microsoft (MPSA):</b>                      |                                     |
| MS Office                                     | Daily use user software tools       |
| MS Project                                    | Daily use user software tools       |
| MS Visio                                      | Daily use user software tools       |
| MS Infopath                                   | Daily use user software tools       |
| <b>Other:</b>                                 |                                     |
| Adobe Acrobat                                 | Standard and Professional versions  |
| Bentley Maxsurf                               | Vessel design and analysis software |
| SolidWorks                                    | CAD designing tool                  |
| OffPipe                                       | Pipelay analysis software           |
| AutoCad                                       | Design tool                         |
| Acronis Tru Image                             | Desktop imaging tool                |
| MalwareBytes                                  | Anti-malware                        |
| Safety Softworks                              | HSEQ software                       |
| Teamviewer                                    | Desktop sharing tool                |
| MathCad                                       | Design tool                         |
| iDrive Cloud                                  | Cloud tool                          |

| Developed Software                             | Description   |
|--|---|
| SharePoint (Roundup)                           | SharePoint is a ubiquitous system at Ranger Offshore, Inc. Roundup provides document management, document approval, data collection and much more. Used by virtually every employee in the company, it is a one-stop shop for documents, procedures, forms, and much more.  |
| RangerBid – Job Estimation Tool                | RangerBid is a system designed to facilitate the estimation of job costs. Costs are broken down into several cost buckets, from level 1 to level 6, each with specific additives to differentiate charge to cost, does, doe, sg&a, and cost of capital. Additionally, costs can be broken down into in-house and outside costs. Project timelines can give the estimator a high-level overview of the scope of the project. Costs are broken down to the spread level, phase level, or phase task level. RangerBid is used by the project management, estimating and project accounting groups.   |
| RSM – Ranger Service Manager                   | RSM is a custom application used for tracking and maintenance of assets in Ranger Offshore, Inc. RSM handles the maintenance requirements of all diving, saturation, and vessel assets. RSM allows for a maintenance schedule and a service calendar to provide quick and easy access to preventive maintenance tasks for a given site. Maintenance schedules allow for the user to setup service tasks, as well as frequency. Tasks are assigned at the equipment level for specific requirements, or at the equipment type level for generic service done on classes of equipment. An email notification service sends emails every morning to stakeholders, to inform them of service required for that day for a given site. This email also gives the users information on past due and upcoming service events. Used primarily by onshore personnel for equipment in the yard, marine crew to maintain vessels, and saturation crews for maintenance of saturation systems. |
| DTMS – Document and Training Management System | DTMS is a web-based application that allows HSE&Q personnel to track and manage passports, identification cards and the training and certificates required by Ranger employees to work on a job. There are functions to allow for job positions, skillsets, and map those skillsets to employees. Reports provide the users with information regarding expiration of certificates and training as well as other information regarding an employee's ability to work on a job, given various requirements from a client. Used primarily be the HSE&Q department. A daily notification service is used in conjunction with this application to inform HSE&Q and managers to let them know of expiring requirements for a given employee.  |



Pipelay Loader – Utility to help setup Pipelay projects

Pipelay loader is a simple utility to interface with the Pipelay application. It loads up pre-defined information in a format recognized by the Pipelay program. Instead of submitting the same types of files to Pipelay, this application will automate this process somewhat, to make setup of a Pipelay project faster. Used primarily by the Engineering group.

Timesheet and Timesheet Builder – Project time and Job Reports

The Timesheet system for Ranger Offshore, Inc. is an Infopath form that allows for employee time entry for projects. These projects can be client projects or internal projects, such as DOE, ACE, DOES or SG&A. Project time is entered for each employee, and the timesheet separates this data into projects. Additionally, the Daily Job Report can also be done in the timesheet, so all relevant project-related information is kept in one place. This includes use of consumables, fuel and water usage, and much more. A custom web service pulls active employees from the GP accounting system, to provide a select list of employees and to get the employee ID, as defined in the accounting system. The timesheets, once submitted, go through a SharePoint approval process that may have one or more approvers. Once timesheets are approved, they are queued up for importation by the Payroll department into the accounting system. This is where the Timesheet Builder application comes in. When it is time for Payroll to process the time for the employees, Payroll will open a custom web application page in SharePoint that will export the timesheets to a staging database. Once the information is staged, the Timesheet Builder will help to format and import the data into the accounting system, eliminating the need for hand-entered timesheets into the accounting system. Processing timesheets in this manner saves days of work on behalf of the Payroll department, and saves on potential errors introduced by human intervention. This system is used by offshore, onshore, and payroll personnel.

Expense Reports – Employee expense tracking

The expense report system is another SharePoint process. The timesheet allows for any employee to quickly enter their expenses and save the receipts for those expenses. They may also track entertainment and mileage expenses (per specific requirement). The expense reports also use a SharePoint approval process and routing matrix to have expenses approved by one or more managers, depending on the circumstances. An additional web service was created to automatically fetch exchange rates for the Mexican Peso, so that the routing matrix can be used, regardless of whether the expenses are reported in US currency or the Mexican Peso. Used by all personnel in the company.



#### Employee Portal v1 & v2 – Employee Self-Service Portal

The employee portal is a custom public web application that allows employees to login and get paystubs, w-2's and check vacation and sick balances. Additionally, employees can update emergency contact information, dependents, education, request change of address and/or name, and more. The requests are routed to the HR and Payroll departments for approval of these changes. Custom reports give the paystubs and w-2 forms in the same format as the original documents. Users may also look at the current training and certificates as provided in the DTMS system. The admin section allows for administrators (HR/Payroll) to manage all aspects of the portal, including user management, security and more. Version 2 is now in development, and it will utilize all of the latest technology for mobile-first, responsive web applications. This includes use of Entity Framework, Model-View-Controller design pattern and a more robust and browser-independent reporting system. Used by all personnel in the company.

#### Hyperion Loader – Financial forecasting data load utility

The Hyperion Loader is used to extract information from the GP accounting system, and pull it in a format that is easily digested by Hyperion, the financial forecasting system used by Ranger Offshore, Inc.. It allows for a user to pull project, GL, billing and more from GP, and put it in specific formats for export. Selections may be done independently, or in a batch, and selected by month and year. Currently in use by the accounting and finance departments.

#### Filename Cleaner – Filename Utility

In order to help with some of the shortcomings of SharePoint, this utility helps people mass-rename files, so that the name will be compatible with SharePoint. Since SharePoint is a web-based tool, some characters aren't allowed in filenames, such as ampersands, pound signs and a few others. This is sometimes a big problem with employees offshore submitting files with extremely long names or weird characters in them. The user simply points the app at a folder with odd file names, and the utility will fix all of those problems, so the files can easily be added to SharePoint. Used primarily by Project Management.

#### GP User Web Service

The GP User Web Service is used by one or more forms in Ranger Offshore, Inc. This web service provides a list of employees and the employee id for consumption in various forms and utilities in the company.

#### GP Currency Web Service

Used primarily by the expense report system, this scrapes exchange rate data from the Forex database and stores the exchange rates for consumption by various forms and utilities in the company.

#### Timesheet Loader Application Page

Used by Payroll, this is the vehicle in which the Infopath timesheets are imported into a database for consumption by the Timesheet Builder application.

|  |   |
|--|---|
| Email Workflow Approval – Lazy approval system | The email event receiver is a custom SharePoint process that allows for approval workflows launched on various items in SharePoint. Normally, SharePoint requires a user to be logged into the system to perform approvals or rejections of expense reports, timesheets, etc. This allows for a user who is in an approver role to reply to the approval task notification and approve or reject via email. This is a one-click system where the response is used to modify the approval task on behalf of the user. Used by any approver in SharePoint |
| RCCS – Ranger Committed Cost System            | In the development queue. The RCCS system will aim to fix a shortcoming in the GP accounting system, specifically the Purchase Order Processing module of GP. The idea will be to replace the GP Purchase Order and Receiving modules with a custom solution that will allow for time-based work order entry. Currently, GP doesn't allow time based commitments, and this will rectify that. This system will also use eConnect to export the finalized transactions to the accounting system  |
| InfoPath Forms                                 |   |
| PCN - Personnel Change Notification            | Used by Payroll, HR, and various managers, this allows for tracking of on-boarding and off-boarding of employees. This process may also launch other processes, depending on the circumstance.  |
| ARF – Absence Request Form                     | The ARF is used by all employees to request vacation or sick time off. Approval process involves HR and the employee's manager.   |
| RFNH – Request for New Hire                    | Typically used by managers to request new personnel be hired. This could be offshore or onshore personnel.  |
| Document Drop                                  | Used by managers for the most part, this process allows for submission of procedures, work instructions, or policies for Ranger Offshore. This involves a workflow for approval or modification of the documents. Once this document is approved, then the official document is posted in the Master Document Library, or MDL.  |
| Lessons Learned                                | Used by Project Management, this allows for company-wide or project-specific lessons to be propagated throughout the company. There might be something regarding the way a rope is handled, or the speed at which a barge might be towed. These lessons learned may help avert a similar issue in the future. An accompanying workflow allows a user to assign the lesson learned to another employee for follow-up.  |
| STAR – Client Contact Form                     | The STAR form is used by sales personnel to keep track of client phone calls and visits.  |
| ROPE – Ranger Offshore Pricing Inquiry         | This form is used by estimating and sales to request that a formal bid be submitted   |

## **Ranger HSEQ Policies and procedures**

Ranger Logo & Website (website and website content)

Ranger Operation Policies and Procedures.

Dive Policies License Agreement between Technip SA and Ranger Offshore, Inc., including:

Accident Reporting Flowchart, DCS

Accident Reporting Flowchart, Non-DCS

Flange Bolt Tensioning Data

Pre-Dive Checklist

Saturation System Pre-Dive Checklist

Equipment Incident Report (EIR) Form

Air Shack Checklist

Air Tugger Checklist

Dive Compressor Air Quality Checklist

Dive Compressor Checklist

Decompression Chamber Checklist

Divers Hot Water Unit Checklist

Gas Shack Checklist

Calibration Certificate Checklist

Hydraulic Guillotine Saw Checklist

Hydraulic High Pressure Pump Checklist

Hydraulic Torque Wrench Checklist

Hydraulic Unit Checklist

Volume Tank Inspection Checklist

Equipment Resupply List

Hydraulic Impact Wrench Checklist

Hydraulic Drill Inspection Checklist

Hydraulic Grinder Checklist

Dive Stage Checklist

Record of Dive Form

Hot Work Permit Form

Permit to Work Form

Dive Technician's Daily Job Log - Report Form

Diving Emergency Drill Participation Form

Final Inspection of Subsea Tie-In Form

Dive Log Data Sheet

Time Sheet

Equipment List

Consumables Sheet

Daily Job Log

Dive Technician's Onshore Daily Job Log - Report Form

Vessel Evacuation Form

Pre-Dive - Post-Dive Examination Form  
Diver Gas Reclaim Form  
Chamber Log Form  
Bell Run Times Form  
Neurological Examination Form Part I  
Neurological Examination Form Part II  
Chamber Log - Decompression Worksheet  
Material Transfer Form  
Employee Performance Evaluation (Diving)  
Diving Inspection (Index)  
Diving Inspection (General Description)  
Diving Inspection (Summary)  
Diving Inspection (Topside)  
Diving Inspection (Barge Bumper)  
Diving Inspection (Riser)  
Diving Inspection (Conductor)  
Diving Inspection (Cathodic Protection Inspection)  
Diving Inspection (Cathodic Protection Calibration)  
Diving Inspection (Anode)  
Diving Inspection (Marine Growth)  
Diving Inspection (Bottom)  
Diving Inspection (Debris)  
Diving Inspection (Holes and Dents)  
Diving Inspection (Video Log)  
Diving Inspection (Photo Log)  
Diving Inspection (Caisson Side)  
Diving Inspection (Caisson Bottom)  
Diving Inspection (Cracks)  
Diving Inspection (Flooded Member Technique Data)  
Diving Inspection (Flooded Member Inspection)  
Diving Inspection (Magnetic Particle Technician)  
Diving Inspection (Magnetic Particle Inspection)  
Diving Inspection (Metal Thickness)  
Diving Inspection (Node Weld - Visual)  
Diving Inspection (Ultrasonic Thickness)  
Diving Bends and Treatment Report  
Completion Check-Off Form  
Environmental Chamber Log  
Bell Dive Report  
Payroll Register - International  
Vehicle Trip Ticket  
Daily Project Report

Diving Operations Desktop Audit of Project Communication Lists  
Preliminary Incident Report  
Crew Change Manifest  
Dive Plan  
Gas Cylinder Tracking Report  
Gas Consumption Report  
Tender Liveboating Request  
TSS-1004 Chamber No 1 External Checklist  
TSS-1004 Chamber No 1 Internal Checklist  
TSS-1004 Chamber No 2 External Checklist  
TSS-1004 Chamber No 2 Internal Checklist  
TSS-1004 Diver Lock-Out Checklist  
TSS-1004 Chamber No 3 External Checklist  
TSS-1004 Chamber No 3 Internal Checklist  
TSS-1004 LST Pre Shift Checklist  
TSS-1004 SDC Pre-Dive External Checklist  
TSS-1004 SDC Pre-Dive Internal Checklist  
TSS-1004 SDC Recovery Checklist  
TSS-1004 Saturation Technician Pre Shift Checklist  
TSS-1004 Diving Operations Permit  
TSS-1004 Transfer Lock External Checklist  
TSS-1004 Transfer Lock Internal Checklist  
TSS-1004 Personnel Induction to Normand Commander  
TSS-1004 SPHL External Checklist  
TSS-1004 SPHL Internal Checklist  
Bolt Tensioning Data Sheet for ANSI-MSS Flange  
Competency Assessment - Tender  
Competency Assessment - Surface Diver  
Competency Assessment - Saturation Diver  
Competency Assessment - Air Diving Supervisor  
Competency Assessment - Mixed Gas Supervisor  
Competency Assessment - Saturation Diving Supervisor  
Competency Assessment - Surface Diving Superintendent  
Competency Assessment - Saturation Diving Superintendent  
Competency Assessment - Assistant Life Support Technician  
Competency Assessment - Life Support Technician  
Competency Assessment - Life Support Supervisor  
Competency Assessment - Saturation Technician  
Criteria Outline - Tender 1  
Criteria Outline - Tender 2  
Criteria Outline - Diver-Tender 1  
Criteria Outline - Diver 4

Criteria Outline - Diver 3  
Criteria Outline - Diver 2  
Criteria Outline - Diver 1  
Criteria Outline - Senior Diver 2  
Criteria Outline - Senior Diver 1  
Criteria Outline - Diving Supervisor Air 2  
Criteria Outline - Diving Supervisor Air 1  
Criteria Outline - Diving Supervisor Mixed Gas 2  
Criteria Outline - Diving Supervisor Mixed Gas 1  
Criteria Outline - Supervisor Saturation Diving 3  
Criteria Outline - Supervisor Saturation Diving 2  
Criteria Outline - Supervisor Saturation Diving 1  
Criteria Outline - Surface Diving Superintendent 3  
Criteria Outline - Surface Diving Superintendent 2  
Criteria Outline - Surface Diving Superintendent 1  
Criteria Outline - Saturation Diving Superintendent 3  
Criteria Outline - Saturation Diving Superintendent 2  
Criteria Outline - Saturation Diving Superintendent 1  
Criteria Outline - Life Support Technician 3  
Criteria Outline - Life Support Technician 2  
Criteria Outline - Life Support Technician 1  
Criteria Outline - Senior Life Support Technician 2  
Criteria Outline - Senior Life Support Technician 1  
Criteria Outline - Saturation Technician 3  
Criteria Outline - Saturation Technician 2  
Criteria Outline - Saturation Technician 1  
Criteria Outline - Senior Saturation Technician 2  
Criteria Outline - Senior Saturation Technician 1  
Lift Bag Pre-Inflation Checklist  
TSS-1004 Fly Away Package Checklist  
TSS-1004 Fly Away Package Checklist to be Performed Every Six Months  
TSS-1004 Fly Away Package Weekly Checklist  
Daily Dive Helmet Checklist  
Audit of Personnel Equipment and Certifications  
Person in Charge Form  
Equipment Quality Control Checklist  
TSS-1004 SPHL Evacuation Drill Checklist  
Letter of Appointment - LST  
Letter Designating Equipment Employee  
Diving First Aid Kit Checklist  
Depth Gauge Comparison Checklist  
Hydraulic Hose Reel Checklist

Launch and Recovery System (LARS Unit) Checklist  
TSS-1004 SDC Isolation Valve Checklist  
Training Schedule Confirmation Form  
Monthly System Status Report Form  
TSS-1004 SPHL Evacuation Drill and Muster Stations Form  
HRF-1 Chamber 1 External Checklist  
HRF-1 Chamber 1 Internal Checklist  
HRF-1 Chamber 2 External Checklist  
HRF-1 Chamber 2 Internal Checklist  
HRF-1 Chamber Supplies and Function Checklist  
HRF-1 Saturation Control Supplies and Function Checklist  
HRF-1 Transfer Lock External Checklist  
HRF-1 Transfer Lock Internal Checklist  
International Crew Change Manifest  
Normand Commander Surface Pre-Dive Checklist  
TSS-650 Chamber No 1 External Checklist  
TSS-650 Chamber No 1 Internal Checklist  
TSS-650 Diver Lock-Out Checklist  
TSS-650 LST Pre-Shift Checklist  
TSS-650 Saturation Technician Pre-Shift Checklist  
TSS-650 SDC Pre-Dive External Checklist  
TSS-650 SDC Pre-Dive Internal Checklist  
TSS-650 SDC Recovery Checklist  
TSS-650 Transfer Lock External Checklist  
TSS-650 Transfer Lock Internal Checklist  
TSS-650 HRC External Checklist  
TSS-650 HRC Internal Checklist  
TSS-650 Fly Away Package Checklist  
TSS-650 Fly Away Package Six Month Checklist  
TSS-650 Fly Away Package Weekly Checklist  
Competency Assessment - Shop Saturation Technician  
Competency Assessment - Document Control Coordinator  
Competency Assessment - Dive Shop Mechanic  
Competency Assessment - Dive Shop Electrician  
Competency Assessment - Dive Shop Technician  
Flyaway Package Logistical Information  
TSS-1504 Chamber No 1 External Checklist  
TSS-1504 Chamber No 1 Internal Checklist  
TSS-1504 Chamber No 2 External Checklist  
TSS-1504 Chamber No 2 Internal Checklist  
TSS-1504 Diver Lock-Out Checklist  
TSS-1504 HRC Evacuation Drill Checklist

TSS-1504 HRC External Checklist  
TSS-1504 HRC Internal Checklist  
TSS-1504 LST Pre-Shift Checklist  
TSS-1504 Personnel Induction Checklist  
TSS-1504 Saturation Technician Pre-Shift Checklist  
TSS-1504 SDC Pre-Dive External Checklist  
TSS-1504 SDC Pre-Dive Internal Checklist  
TSS-1504 SDC Recovery Checklist  
TSS-1504 Transfer Lock External Checklist  
TSS-1504 Transfer Lock Internal Checklist  
Mentoring Record Book - New Hire  
Mentoring Record Book - Air Diver  
Mentoring Record Book - Saturation Diver  
Mentoring Record Book - Air Diving Supervisor  
Mentoring Record Book - Mixed Gas Diving Supervisor  
Mentoring Record Book - Saturation Diving Supervisor  
Mentoring Record Book - Life Support Technician  
Mentoring Record Book - Saturation Technician  
Oxygen Transfer Guidelines  
TSS-1004 Personnel Responsibilities Guideline  
TSS-1004 Medical Lock Operations  
TSS-1004 Toilet Flush Operations Guideline  
Diving Job Duties - Tender  
Diving Job Duties - Diver-Tender  
Diving Job Duties - Diver  
Diving Job Duties - Senior Diver  
Diving Job Duties - Air Diving Supervisor  
Diving Job Duties - Mixed Gas Supervisor  
Diving Job Duties - Saturation Dive Supervisor  
Diving Job Duties - Dive Superintendent  
Diving Job Duties - Life Support Technician  
Diving Job Duties - Life Support Supervisor  
Diving Job Duties - Saturation Technician  
Diving Job Duties - Senior Saturation Technician  
Computerized Maintenance Management System (CMMS) Guideline  
Diving and ROV Operations Guidelines  
TSS-650 Personnel Responsibilities Guideline  
TSS-650 HRC Evacuation Plan  
HRF-1 Medical Lock Operations Guideline  
HRF-1 Toilet Flush Operations Guideline  
TSS-650 Medical Lock Operations Guideline  
TSS-650 Toilet Flush Operations Guideline



TSS-1504 Medical Lock Operation Guideline  
TSS-1504 Personnel Responsibilities Guideline  
TSS-1504 Toilet Flush Operations Guideline  
Diving Procedures and Safe Practices Manual  
Equipment Operations Manual  
HRF-1 Technical Review  
TSS-650 Saturation System Technical Review  
TSS-1004 Technical Review  
TSS-1504 Saturation System Technical Review  
Live Boating Procedure  
Dive System Mobilization Procedure  
TSS-1004 SDC Guide Wire Winch Drive Changeover Procedure  
TSS-1004 Launch and Recovery of SDC Procedure  
TSS-1004 SDC HPU Changeover Procedure in the Event of Emergency  
Removal of Weight Coating When Installing Pipeline End Connectors Procedure  
Underwater Flanged Connections Procedure  
Underwater Burning Procedure  
Procedure for Removal of Weight Coating When Abandoning Pipelines  
Concrete Mat Installation Procedure  
Cross-Haul Procedure for Submersible Diving Chamber  
Jetting in Deep Trenches Procedure  
Procedural Guidelines for Liftboats Set-up in the Vicinity of Pipelines  
Lift Bag Operation Procedure  
Metrology Procedure  
Saturation System Hygiene Procedure  
High Pressure Water Jetting Procedure  
Written Practice for the Control of Nondestructive Testing Personnel Procedure  
Underwater Magnetic Particle Inspection Procedure  
Direct Visual Inspection of Offshore Structures Procedure  
Cathodic Potential Survey of Offshore Facilities Procedure  
Mud-Bug Operations Procedure  
Ultrasonic Testing Transducer Manipulation  
Ultrasonic Testing Thickness Measurements  
Hydraulic Tensioning of ANSI-MSS Flanged Pipeline Connections Procedure  
Underwater Waterblasting Procedure  
Deck Decompression Chamber Inspection, Maintenance, and Repair Procedure  
Dive Compressor Unit Inspection, Maintenance, and Repair Procedure  
Diver's Hot Water Unit Inspection, Maintenance, and Repair Procedure  
Hydraulic Power Unit Inspection, Maintenance, and Repair Procedure  
Surface Dive Control (Air) Inspection, Maintenance, and Repair Procedure  
Volume Tank Inspection, Maintenance, and Repair Procedure  
TSS-1004 Procedure for Static Testing of the Bell Clump Weight Wire and Winch

TSS-1004 Procedure for Static Testing of the Bell Main Wire and Winch  
Air Tugger Inspection, Maintenance, and Repair Procedure  
Depth Gauge Comparison Procedure  
5120 Dive Compressor Air Quality Procedure  
Dive Stage Inspection, Maintenance, and Repair Procedure  
Hydraulic Guillotine Saw Inspection, Maintenance, and Repair Procedure  
Hydraulic High Pressure Pump Inspection, Maintenance, and Repair Procedure  
Hydraulic Hose Reel Inspection, Maintenance, and Repair Procedure  
Hydraulic Impact Wrench Inspection, Maintenance, and Repair Procedure  
Hydraulic Torque Wrench Inspection, Maintenance, and Repair Procedure  
Hydraulic Grinder Inspection, Maintenance, and Repair Procedure  
Hydraulic Drill Inspection, Maintenance, and Repair Procedure  
Launch and Recovery System (LARS Unit) Inspection, Maintenance, and Repair Procedure  
Surface Dive Control (Gas) System Inspection, Maintenance, and Repair Procedure  
TSS-1004 Fire-Abandon Ship While Surface Diving Procedure  
TSS-1004 Main Electrical Power Change Over Procedure  
TSS-1004 Preparation for Launch of SPHL  
TSS-1004 Launch Procedure of SPHL  
TSS-650 Launch and Recovery of SDC Procedure  
TSS-1004 Emergency Recovery of the SDC Procedure  
TSS-1004 Lost SDC Procedure  
TSS-1504 Emergency Recovery of the SDC Procedure  
TSS-1504 Fire - Abandon Ship While Surface Diving Procedure  
TSS-1504 Launch and Recovery of SDC Procedure  
TSS-1504 Lost SDC Procedure  
TSS-1504 Main Electrical Power Change Over Procedure  
TSS-1504 Preparation for Launch of HRC  
TSS-1504 SDC and HRC Battery Charging Procedure  
TSS-1504 SDC HPU Change Over Procedure in the Event of Emergency  
TSS-1504 Surface Air Diver Contingency Procedure  
TSS-1004 SDC Emergency Procedures Manual Template

Any and all other systems, policies, procedures, manuals

**Schedule 2: Permitted Liens**

1. Maritime Liens for necessities
2. Landlord Liens in New Iberia, Galveston, Houston.
3. White Oak Liens

**Schedule 3(D)(1): Assumed Liabilities:**

1. Liabilities of an obligor under that certain Amended and Restated Loan and Security Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time) among Ranger Offshore, Inc. and its direct and indirect subsidiaries other than Ranger Subsea Nig. Ltd. as borrowers, White Oak Global Advisors, LLC, as administrative agent, and each of the lenders from time to time party thereto.
2. Liabilities of an obligor under the U.S. Fleet Mortgage (as defined in this Agreement).
3. Liabilities of an obligor under the Vanuatu Mortgage (as defined in this Agreement).

**Schedule 6: Excluded Liabilities**

**New Fortress Energy**  
**Quetzal**  
**Jamaica**  
**AP Aging as of 7/19/18**

| <b>Name</b>                              | <b>Total Amount</b>    | <b>0-30 Days</b>       | <b>31-60 Days</b>      | <b>61-90 Days</b>      | <b>91-120 Days</b>     | <b>Over 120 Days</b> |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|
| Dan Bunkering                            | \$ 2,074,453.71        | \$ 613,450.49          | \$ 191,488.70          | \$ 554,437.05          | \$ 715,077.47          | \$ -                 |
| Dawn Services, L.L.C.                    | 888,542.02             | 215,634.28             | 470,407.74             | 202,500.00             | -                      | -                    |
| Cashman Equipment Corp.                  | 608,727.74             | 122,083.05             | 292,894.69             | 148,000.00             | 45,750.00              | -                    |
| FoundOcean                               | 512,913.50             | 166,984.00             | 234,100.00             | 22,675.00              | 89,154.50              | -                    |
| Sheffield Offshore Services Pte Ltd      | 474,598.22             | 42,304.36              | 432,293.86             | -                      | -                      | -                    |
| LL&G Construction, Inc.                  | 437,500.00             | 105,000.00             | 52,500.00              | 280,000.00             | -                      | -                    |
| Central Boat Rentals, Inc.               | 261,200.00             | 76,125.00              | 97,200.00              | 87,875.00              | -                      | -                    |
| Maritime & Transport Services (MTS)      | 253,171.66             | 87,687.00              | 104,775.52             | 60,709.14              | -                      | -                    |
| Holloway Houston, Inc.                   | 187,845.66             | 3,600.00               | 10,483.24              | 8,685.52               | 165,076.90             | -                    |
| Karlu Ship Services Ltd.                 | 185,471.45             | 185,471.45             | -                      | -                      | -                      | -                    |
| Echo Offshore, LLC                       | 148,485.31             | -                      | -                      | 82,446.96              | 66,038.35              | -                    |
| Fugro USA Marine, Inc.                   | 148,180.47             | 148,180.47             | -                      | -                      | -                      | -                    |
| C&G Welding, Inc.                        | 145,556.44             | -                      | 50,894.00              | 29,646.44              | 65,016.00              | -                    |
| Contrex Energy Services, LLC             | 145,016.08             | 74,279.58              | 70,736.50              | -                      | -                      | -                    |
| Swiber Offshore S.A. DE C.V.             | 144,992.85             | -                      | 129,000.00             | 15,992.85              | -                      | -                    |
| Axis Rental Solutions LLC                | 132,776.66             | 29,040.00              | 78,881.66              | 24,855.00              | -                      | -                    |
| Top Coat, Inc.                           | 90,345.00              | -                      | -                      | 90,345.00              | -                      | -                    |
| Airgas Welding Supply - 1G34C            | 85,767.72              | 43,880.66              | 41,887.06              | -                      | -                      | -                    |
| IHC EQUIP America, Inc.                  | 82,694.64              | -                      | 36,000.00              | 46,694.64              | -                      | -                    |
| Bletsch Steam Ship Co.                   | 79,676.48              | 45,035.75              | 15,456.43              | 19,184.30              | -                      | -                    |
| American Express                         | 69,525.00              | -                      | 69,525.00              | -                      | -                      | -                    |
| Offshore Towing, Inc.                    | 66,200.00              | 66,200.00              | -                      | -                      | -                      | -                    |
| Price Supply, Inc.                       | 62,694.01              | 3,627.72               | 7,206.61               | 51,859.68              | -                      | -                    |
| Conmaco / Rector, L.P.                   | 53,408.00              | -                      | 28,033.00              | 25,375.00              | -                      | -                    |
| Duane Marzouca Equipment Co. Ltd.        | 48,751.80              | 4,400.00               | 44,351.80              | -                      | -                      | -                    |
| Javelier Marine Services LLC             | 47,426.21              | 20,000.00              | 7,426.21               | 20,000.00              | -                      | -                    |
| Modern American Recycling Services, Inc. | 42,823.21              | -                      | -                      | 11,046.65              | 914.94                 | 30,861.62            |
| Surdeen Equipmne and Trucking (SET)      | 41,049.96              | 6,994.54               | 3,015.82               | 31,039.60              | -                      | -                    |
| Aries Freight Systems, LP                | 39,107.72              | -                      | 33,015.32              | 6,092.40               | -                      | -                    |
| London Offshore Consultants, Inc.        | 36,506.54              | -                      | -                      | 36,506.54              | -                      | -                    |
| Sea Land Shipping Services De CV         | 35,052.02              | -                      | -                      | 11,625.38              | 23,426.64              | -                    |
| ACME Truck Line, Inc.                    | 34,781.22              | 2,565.86               | 8,929.93               | 18,450.40              | 4,835.03               | -                    |
| SPT Energy Group                         | 34,151.05              | 11,196.32              | 19,524.88              | 3,429.85               | -                      | -                    |
| Southwest Wire Rope                      | 32,293.74              | 4,723.82               | 24,142.79              | 2,786.84               | 640.29                 | -                    |
| Offshore Suppliers LLC                   | 15,455.95              | 2,275.00               | 1,829.64               | 5,600.16               | 5,751.15               | -                    |
| Anchor Marine & Industrial Supply, Inc.  | 12,000.00              | -                      | 4,650.00               | 7,350.00               | -                      | -                    |
| Stansbury & Associates LLC               | 9,250.00               | -                      | 1,450.00               | 7,800.00               | -                      | -                    |
| Maverick International, Inc.             | 6,363.64               | 5,888.64               | 475.00                 | -                      | -                      | -                    |
| Grainger                                 | 3,806.59               | 1,542.92               | 130.97                 | 2,132.70               | -                      | -                    |
| Scurlock Electric LLC                    | 3,231.79               | -                      | -                      | 3,231.79               | -                      | -                    |
| Tech Oil Products, Inc.                  | 3,083.43               | -                      | 3,083.43               | -                      | -                      | -                    |
| Nance International, Inc                 | 3,000.00               | -                      | 1,500.00               | 1,500.00               | -                      | -                    |
| DTN, LLC                                 | 2,900.00               | 2,900.00               | -                      | -                      | -                      | -                    |
| Praxair Distribution Inc.                | 1,839.22               | -                      | -                      | 1,839.22               | -                      | -                    |
| Bound Tree Medical LLC                   | 1,079.71               | 476.39                 | 513.98                 | 89.34                  | -                      | -                    |
| Bishop Lifting Products, Inc.            | 674.80                 | -                      | 674.80                 | -                      | -                      | -                    |
| Best Western Westchase Suites - Houston  | 520.65                 | -                      | -                      | -                      | -                      | 520.65               |
| FedEx                                    | 22.21                  | 22.21                  | -                      | -                      | -                      | -                    |
| Daniela Formoso Zavala                   | 18.52                  | -                      | -                      | -                      | 18.52                  | -                    |
| Industrial Material Corporation          | 18.43                  | -                      | -                      | 18.43                  | -                      | -                    |
| <b>Total</b>                             | <b>\$ 7,794,951.03</b> | <b>\$ 2,091,569.51</b> | <b>\$ 2,568,478.58</b> | <b>\$ 1,921,820.88</b> | <b>\$ 1,181,699.79</b> | <b>\$ 31,382.27</b>  |

**Decommissioning Campaign**  
**Goliath, Orion, HOSS I, and HOSS II**  
**Northern Gulf of Mexico**  
**AP Aging as of 7/19/18**

| <b>Name</b>                                 | <b>Total Amount</b>    | <b>0-30 Days</b>       | <b>31-60 Days</b>      | <b>61-90 Days</b>      | <b>91-120 Days</b>   | <b>Over 120 Days</b> |
|---|------------------------|------------------------|------------------------|------------------------|----------------------|----------------------|
| Dan Bunkering                               | \$ 1,272,522.89        | \$ 119,944.50          | \$ 604,494.09          | \$ 537,434.30          | \$ -                 | \$ 10,650.00         |
| Proserv Offshore, Inc.                      | 926,765.43             | 433,422.74             | 380,671.62             | 112,671.07             | -                    | -                    |
| Central Boat Rentals, Inc.                  | 578,030.09             | 211,250.00             | 243,500.00             | 123,280.09             | -                    | -                    |
| McDonough Marine Service                    | 531,051.00             | 221,550.00             | 250,101.00             | 59,400.00              | -                    | -                    |
| C&G Welding, Inc.                           | 463,257.50             | 198,729.00             | 161,041.50             | 103,487.00             | -                    | -                    |
| Modern American Recycling Services, Inc.    | 418,653.47             | 81,275.00              | 141,280.00             | 99,115.00              | 60,733.47            | 36,250.00            |
| Offshore Towing, Inc.                       | 361,904.88             | -                      | 199,934.88             | 141,450.00             | -                    | 20,520.00            |
| T. Baker Smith, LLC                         | 332,965.00             | 37,100.00              | 160,535.00             | 125,130.00             | 10,200.00            | -                    |
| VT Marine (formerly World Marine)           | 317,128.21             | 13,034.00              | 5,651.10               | 73,157.08              | 225,286.03           | -                    |
| Abe's Boat Rentals                          | 250,121.00             | 37,700.00              | 101,500.00             | 110,921.00             | -                    | -                    |
| Axis Rental Solutions LLC                   | 204,892.56             | 60,270.00              | 74,182.07              | 70,440.49              | -                    | -                    |
| B & J Martin, Inc.                          | 197,267.17             | 13,620.00              | 170,027.17             | 13,620.00              | -                    | -                    |
| Mid-Gulf Shipping Company                   | 185,032.60             | 44,028.72              | 96,964.11              | 40,914.97              | -                    | 3,124.80             |
| C-MAR America                               | 182,075.65             | 182,075.65             | -                      | -                      | -                    | -                    |
| Sheffield Offshore Services Pte Ltd         | 181,580.23             | 222.08                 | 95,267.55              | 86,090.60              | -                    | -                    |
| Entier USA, Inc.                            | 168,209.59             | 55,760.10              | 56,091.74              | 56,357.75              | -                    | -                    |
| Praxair Distribution Inc.                   | 156,305.19             | 24,860.30              | 112,741.81             | 18,703.08              | -                    | -                    |
| Javelier Marine Services LLC                | 139,661.62             | 9,200.00               | 104,270.84             | 26,190.78              | -                    | -                    |
| ACME Truck Line, Inc.                       | 126,937.47             | 40,082.45              | 37,549.68              | 33,368.28              | 15,937.06            | -                    |
| Louisiana Cat                               | 122,651.18             | -                      | -                      | 122,651.18             | -                    | -                    |
| Seacor Marine, LLC                          | 121,209.25             | -                      | 121,209.25             | -                      | -                    | -                    |
| Hydra Ops., LLC                             | 116,416.66             | -                      | 116,416.66             | -                      | -                    | -                    |
| Guice Offshore, LLC.                        | 112,202.46             | -                      | 44,367.20              | 67,835.26              | -                    | -                    |
| Allport Services, LLC                       | 108,876.70             | 13,875.00              | 58,539.40              | 36,462.30              | -                    | -                    |
| Offshore Suppliers LLC                      | 89,565.86              | 19,802.74              | 29,625.45              | 26,278.43              | 13,859.24            | -                    |
| Versabar                                    | 88,600.00              | -                      | 88,600.00              | -                      | -                    | -                    |
| Mactech, Inc.                               | 77,673.77              | -                      | 77,673.77              | -                      | -                    | -                    |
| Shore Construction, LLC                     | 75,000.00              | -                      | -                      | -                      | 75,000.00            | -                    |
| Airgas Gas & Equipment - 1H130              | 74,567.65              | 48,398.91              | 26,168.74              | -                      | -                    | -                    |
| Conmaco / Rector, L.P.                      | 68,500.00              | -                      | 44,800.00              | 23,700.00              | -                    | -                    |
| Bletsch Steam Ship Co.                      | 67,708.63              | 975.56                 | 66,733.07              | -                      | -                    | -                    |
| Gulf South Services                         | 61,047.00              | 61,047.00              | -                      | -                      | -                    | -                    |
| Contrex Energy Services, LLC                | 60,669.00              | 23,987.50              | 29,554.00              | 7,127.50               | -                    | -                    |
| Pharma-Safe Industrial Services             | 53,297.49              | 13,170.61              | 40,126.88              | -                      | -                    | -                    |
| Southwest Wire Rope                         | 50,314.01              | 2,454.42               | 37,825.78              | 8,168.15               | 1,865.66             | -                    |
| GB Marine PTE LTD                           | 47,859.00              | 1,731.25               | 29,327.75              | 16,800.00              | -                    | -                    |
| Bishop Lifting Products, Inc.               | 47,139.28              | 33,774.72              | 13,364.56              | -                      | -                    | -                    |
| Bay-Tech Industries, Inc.                   | 39,578.78              | 12,915.12              | 26,663.66              | -                      | -                    | -                    |
| Coastal Crew Change, L.L.C.                 | 35,657.00              | 20,022.00              | 12,513.00              | -                      | 3,122.00             | -                    |
| Grainger                                    | 34,549.90              | 10,230.83              | 12,206.22              | 12,112.85              | -                    | -                    |
| Era Helicopters LLC                         | 34,000.00              | 34,000.00              | -                      | -                      | -                    | -                    |
| Radtke Construction, Inc.                   | 32,445.00              | 23,245.00              | -                      | 9,200.00               | -                    | -                    |
| Holloway Houston, Inc.                      | 26,000.00              | -                      | -                      | 26,000.00              | -                    | -                    |
| ABS Americas                                | 25,417.00              | -                      | 3,510.00               | 18,019.00              | 3,888.00             | -                    |
| Nance International, Inc                    | 22,885.99              | 992.50                 | -                      | 21,893.49              | -                    | -                    |
| Spartan Industrial Products, LLC            | 21,113.45              | -                      | 797.47                 | 10,880.00              | 9,435.98             | -                    |
| Kim's Radiator & Mfg. Co. Inc.              | 20,808.53              | -                      | -                      | 20,808.53              | -                    | -                    |
| Rice Electronics, L.P.                      | 20,747.90              | -                      | -                      | 2,550.31               | 18,197.59            | -                    |
| Fugro Satellite Positioning AS              | 20,000.00              | 20,000.00              | -                      | -                      | -                    | -                    |
| American Mat and Timber                     | 19,852.50              | -                      | -                      | -                      | 19,852.50            | -                    |
| American Express                            | 19,203.90              | 3,554.95               | 14,323.00              | 1,325.95               | -                    | -                    |
| Submar, Inc.                                | 18,395.00              | -                      | 4,190.00               | 14,205.00              | -                    | -                    |
| Stansbury & Associates LLC                  | 17,110.00              | 6,160.00               | 3,600.00               | 4,650.00               | 2,700.00             | -                    |
| MacGregor Norway AS                         | 15,624.69              | 6,599.78               | 9,024.91               | -                      | -                    | -                    |
| Mustang Cat                                 | 14,204.88              | -                      | 2,460.12               | 11,744.76              | -                    | -                    |
| Gulf Coast Air & Hydraulics, Inc.           | 13,225.09              | -                      | -                      | -                      | 13,225.09            | -                    |
| Speedcast Communications, Inc.              | 12,979.00              | -                      | 12,979.00              | -                      | -                    | -                    |
| Superior Supply & Steel                     | 12,674.58              | 3,300.00               | 160.58                 | 9,214.00               | -                    | -                    |
| Airgas Welding Supply - 1G34C               | 12,623.09              | 1,801.03               | 10,822.06              | -                      | -                    | -                    |
| Morgan City Rentals                         | 11,097.00              | -                      | 3,675.00               | 5,382.00               | 2,040.00             | -                    |
| Tech Oil Products, Inc.                     | 10,651.59              | 2,123.00               | 2,573.00               | 2,490.00               | 3,465.59             | -                    |
| Aries Marine Corporation                    | 10,312.50              | -                      | 10,312.50              | -                      | -                    | -                    |
| Arc Controls, Inc.                          | 9,995.00               | 7,645.00               | -                      | -                      | -                    | 2,350.00             |
| Falck Alford DBA Falck Safety Services      | 8,902.80               | 182.00                 | -                      | 759.00                 | 7,961.80             | -                    |
| V.Ships Limited                             | 8,280.00               | -                      | -                      | 8,280.00               | -                    | -                    |
| UTEC Survey, Inc.                           | 7,911.00               | -                      | -                      | -                      | 7,911.00             | -                    |
| NVI, LLC dba Nondestructive and Visual Insp | 7,847.46               | -                      | 7,847.46               | -                      | -                    | -                    |
| Tiger Offshore Rentals                      | 7,840.00               | 775.00                 | 5,818.00               | -                      | -                    | 1,247.00             |
| Fluid Crane & Construction                  | 6,810.00               | -                      | 6,810.00               | -                      | -                    | -                    |
| Bound Tree Medical LLC                      | 6,115.51               | 1,498.78               | 3,416.54               | 1,190.57               | 9.62                 | -                    |
| Delta Rigging & Tools                       | 5,335.00               | 5,335.00               | -                      | -                      | -                    | -                    |
| Motion Industries, Inc. - Houston, TX       | 4,359.73               | 1,978.56               | -                      | 2,381.17               | -                    | -                    |
| Polaris Laboratories                        | 4,299.34               | 4,299.34               | -                      | -                      | -                    | -                    |
| BR Welding Supply, LLC                      | 3,779.61               | -                      | -                      | -                      | -                    | 3,779.61             |
| Bayou State Marine & Ind. Supply, Inc.      | 3,055.79               | 3,055.79               | -                      | -                      | -                    | -                    |
| W & O Supply                                | 2,552.40               | 2,552.40               | -                      | -                      | -                    | -                    |
| Scurlock Electric LLC                       | 2,365.50               | 1,122.81               | 512.04                 | 730.65                 | -                    | -                    |
| CSI, Inc.                                   | 2,358.48               | -                      | -                      | 2,358.48               | -                    | -                    |
| International Paint LLC                     | 2,352.65               | -                      | -                      | 2,352.65               | -                    | -                    |
| Alleman Medical Services LLC                | 2,076.58               | -                      | -                      | 2,076.58               | -                    | -                    |
| Alatas Americas, Inc.                       | 2,014.07               | 2,014.07               | -                      | -                      | -                    | -                    |
| The Quikrete Companies, Inc.                | 1,895.00               | -                      | 1,895.00               | -                      | -                    | -                    |
| American Recovery, LLC                      | 1,888.00               | -                      | 708.00                 | 1,180.00               | -                    | -                    |
| McMaster - Carr                             | 1,863.04               | 1,549.35               | 313.69                 | -                      | -                    | -                    |
| Price Supply, Inc.                          | 1,539.08               | 490.45                 | -                      | 1,048.63               | -                    | -                    |
| Industrial Material Corporation             | 1,110.87               | 1,110.87               | -                      | -                      | -                    | -                    |
| Aztec Bolting Services                      | 840.00                 | -                      | 840.00                 | -                      | -                    | -                    |
| Redfish Rental of Lake Charles - 2          | 761.60                 | -                      | -                      | -                      | -                    | 761.60               |
| CDW Direct                                  | 704.44                 | -                      | 704.44                 | -                      | -                    | -                    |
| Wartsila North America                      | 570.47                 | -                      | -                      | -                      | -                    | 570.47               |
| Carboline                                   | 482.37                 | -                      | 482.37                 | -                      | -                    | -                    |
| Total Safety U.S., Inc.                     | 250.00                 | -                      | -                      | 250.00                 | -                    | -                    |
| Vanuatu Maritime Services, LTD              | 220.00                 | 220.00                 | -                      | -                      | -                    | -                    |
| Reliant Business Products, Inc.             | 172.91                 | 172.91                 | -                      | -                      | -                    | -                    |
| Baker Lyman & Co., Inc.                     | 136.60                 | 34.60                  | 69.25                  | 32.75                  | -                    | -                    |
| Directv                                     | 108.99                 | 108.99                 | -                      | -                      | -                    | -                    |
| Gardline Comms, Inc.                        | 100.40                 | 100.40                 | -                      | -                      | -                    | -                    |
| Ramada & Conference Center - NI             | 78.83                  | -                      | -                      | -                      | 78.83                | -                    |
| <b>Total</b>                                | <b>\$ 9,069,790.38</b> | <b>\$ 2,182,532.78</b> | <b>\$ 3,979,363.98</b> | <b>\$ 2,333,870.68</b> | <b>\$ 494,769.46</b> | <b>\$ 79,253.48</b>  |

**Other Departments**  
**AP Aging as of 7/11/18**

| Vendor Id    | Name                                       | Total Amount         | 0-30 Days           | 31-60 Days          | 61-90 Days          | 91-120 Days         | Over 120 Days      |
|--------------|--|----------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| MCGR0001     | McGriff, Seibels & Williams of Texas, Inc. | 70,448.50            | -                   | 17,500.00           | 17,500.00           | 35,448.50           | -                  |
| DETN0002     | DNV Certification, Inc.                    | 26,001.20            | 12,766.75           | 13,234.45           | -                   | -                   | -                  |
| CDWD0001     | CDW Direct                                 | 20,683.89            | 6,341.03            | 9,166.68            | 5,176.18            | -                   | -                  |
| OFFP0001     | Offpipe                                    | 15,350.00            | -                   | 15,350.00           | -                   | -                   | -                  |
| CONT0005     | Contrex Energy Services, LLC               | 15,000.00            | 7,500.00            | 7,500.00            | -                   | -                   | -                  |
| TEMP0001     | Templars                                   | 12,475.00            | 12,475.00           | -                   | -                   | -                   | -                  |
| CAPR0001     | Speedcast Communications, Inc.             | 9,530.58             | -                   | 9,530.58            | -                   | -                   | -                  |
| MARI0014     | M&O Partners Representacoes LTDA           | 6,300.00             | 3,150.00            | 3,150.00            | -                   | -                   | -                  |
| JONE0001     | Jones Walker LLP                           | 4,880.60             | -                   | -                   | -                   | -                   | 4,880.60           |
| COND0001     | Condon Claims Management, Inc.             | 3,580.60             | 2,009.90            | -                   | 1,570.70            | -                   | -                  |
| TEXA0001     | TexasMutual Insurance Company              | 1,939.20             | 1,939.20            | -                   | -                   | -                   | -                  |
| AMER0001     | American Express                           | 1,792.86             | 1,592.86            | 200.00              | -                   | -                   | -                  |
| DANI0001     | Daniela Formoso Zavala                     | 277.30               | 277.30              | -                   | -                   | -                   | -                  |
| <b>Total</b> |  | <b>\$ 188,259.73</b> | <b>\$ 48,052.04</b> | <b>\$ 75,631.71</b> | <b>\$ 24,246.88</b> | <b>\$ 35,448.50</b> | <b>\$ 4,880.60</b> |

**Mexico**  
**AP Aging as of 7/11/18**

| Vendor Id    | Name   | Total Amount         | 0-30 Days          | 31-60 Days          | 61-90 Days          | 91-120 Days         | Over 120 Days        |
|--------------|--|----------------------|--------------------|---------------------|---------------------|---------------------|----------------------|
| K&LG0001     | K&L Gates LLP  | \$ 616,126.38        | \$ -               | \$ -                | \$ 1,060.00         | \$ -                | \$ 615,066.38        |
| GARZ0001     | Garza Tello & Asociados SC                                   | 77,667.50            | -                  | 9,634.96            | 18,252.30           | 20,233.30           | 29,546.94            |
| ORBE0001     | ORBE Advisors, S De R.L. DE C.V.                             | 44,411.26            | -                  | 9,361.27            | 9,297.88            | 25,752.11           | -                    |
| RESA0001     | Resa Y Asociados, S.C.                                       | 7,741.31             | -                  | 7,741.31            | -                   | -                   | -                    |
| GRUP0008     | Grupo Damopsa  | 5,890.96             | 5,890.96           | -                   | -                   | -                   | -                    |
| COMI0001     | Comision Federal de Electricidad                             | 1,342.62             | 1,342.62           | -                   | -                   | -                   | -                    |
| TRAN0002     | Transportacion Y Maniobras Guzman                            | 1,200.92             | -                  | -                   | -                   | -                   | 1,200.92             |
| MULT0005     | Multiservicio Y Mantenimiento En General                     | 1,002.18             | 970.56             | -                   | -                   | -                   | 31.62                |
| HOTE0001     | Hotel Hacienda Real  | 327.54               | -                  | -                   | 54.15               | 273.39              | -                    |
| SERV0012     | Servicios Multiples Y Medio Ambientales del Golfo            | 141.82               | -                  | -                   | -                   | -                   | 141.82               |
| SIST0002     | Sistema Municipal de Agua Potable Y Alcantarillado de Carmen | 36.52                | 36.52              | -                   | -                   | -                   | -                    |
| <b>Total</b> |  | <b>\$ 755,889.01</b> | <b>\$ 8,240.66</b> | <b>\$ 26,737.54</b> | <b>\$ 28,664.33</b> | <b>\$ 46,258.80</b> | <b>\$ 645,987.68</b> |



## Accrued Payables:

| VENDOR NAME                                    | Total Accrued Payables | Region/Type         | VENDOR NAME                                       | Total Accrued Payables | Region/Type               |
|--|------------------------|---------------------|---|------------------------|---------------------------|
| Abe's Boat Rentals                             | \$ 21,150.00           | Decommissioning     | Holloway Houston, Inc.                            | 12,220.00              | Decommissioning           |
| ABS Americas                                   | 3,378.60               | Decommissioning     | Hotel Hacienda Real                               | 169.24                 | Mexico                    |
| ACME Truck Line, Inc.                          | 22,670.58              | Decommissioning/NFE | Hugo Alberto Dominguez Garcia                     | 183.52                 | Mexico                    |
| Administracion Porturia Integral de Campeche   | 125.84                 | Mexico              | Hydra Ops., LLC                                   | 116,416.66             | Decommissioning           |
| Agencia Aduanal del Valle Sureste, S.C.        | 17,003.68              | Mexico              | Hydraquip Custom Systems, Inc.                    | 75.69                  | Decommissioning           |
| Airgas Gas & Equipment - 1H130                 | 1,784.78               | Decommissioning     | Industrial Material Corporation                   | 1,133.08               | NFE                       |
| Airgas Welding Supply - 1G34C                  | 9,442.81               | Decommissioning     | Infinite Conferencing, Inc.                       | 6,181.35               | Corporate                 |
| Alatas Americas, Inc.                          | 7,773.00               | Decommissioning     | International Paint LLC                           | 75.00                  | Decommissioning           |
| Alejandro Palacios Porras                      | 3,671.55               | Mexico              | Javler  | 109,200.00             | NFE                       |
| Allport Services, LLC                          | 15,677.80              | Decommissioning     | KAK Enterprise, LLC                               | 1,318.60               | Decommissioning           |
| American Express                               | 9,942.32               | NFE                 | Kongsberg Maritime, Inc.                          | 10,905.90              | Decommissioning           |
| Aqua Tech Services, LLC                        | 1,950.00               | Decommissioning     | Laborde Diagnostics, Inc.                         | 1,300.00               | Decommissioning           |
| Aquamarine International Shipping              | 2,194.99               | Mexico              | LL&G Construction, Inc.                           | 157,500.00             | NFE                       |
| Arc Controls, Inc.                             | 4,440.00               | Decommissioning     | Logan Industries International Corp               | 1,384.00               | Decommissioning           |
| Aries Freight Systems, LP                      | 8,479.11               | Decommissioning     | MacGregor Norway AS                               | 1,608.49               | Decommissioning           |
| Astoundz formerly ContentActive, LLC           | 199.00                 | Decommissioning     | Mactech, Inc.                                     | 63,000.00              | Decommissioning           |
| Axis Rental Solutions LLC                      | 93,653.89              | Decommissioning/NFE | Martin Energy Services, LLC                       | 5,510.90               | Decommissioning           |
| Aztec Bolting Services                         | 260.00                 | Decommissioning     | McDonough Marine Service                          | 144,400.00             | Decommissioning           |
| B & J Martin, Inc.                             | 3,706.00               | Decommissioning     | Mid-Gulf Shipping Company                         | 4,000.00               | Decommissioning           |
| Baker Lyman & Co., Inc.                        | 33.92                  | Decommissioning     | Multi-Management Services, Inc.                   | 217.00                 | Corporate                 |
| Bayou Boeuf Electric LLC                       | 16.34                  | Decommissioning     | Multiservicio Y Mantenimiento En General          | 1,294.32               | Mexico                    |
| Bay-Tech Equipment Rentals, Inc.               | 2,810.18               | Decommissioning     | Mustang Cat                                       | 1,922.86               | Decommissioning           |
| Bay-Tech Industries, Inc.                      | 1,496.68               | Decommissioning     | My Office Products                                | 1,278.70               | Corporate                 |
| Best Western Westchase Suites - Houston        | 748.42                 | NFE                 | NVI, LLC dba Nondestructive and Visual Inspection | 500.00                 | Decommissioning           |
| Bishop Lifting Products, Inc.                  | 11,550.00              | Decommissioning/NFE | Occupational Functional Testing                   | 625.00                 | Decommissioning           |
| Bletsch Steam Ship Co.                         | 36,302.53              | Decommissioning/NFE | Occupational Medicine Clinics of South Louisiana  | 5,593.00               | Decommissioning           |
| Bludworth Marine, LLC                          | 47,760.01              | Mexico              | Offshore Suppliers LLC                            | 11,786.44              | NFE                       |
| Bound Tree Medical LLC                         | 2,843.68               | Decommissioning/NFE | Om Shanti Om dba Comfort Suites - Lafayette       | 803.99                 | Decommissioning           |
| BR Welding Supply, LLC                         | 25,436.62              | Decommissioning     | Operator Qualification Solutions Group            | 675.00                 | Decommissioning           |
| C&G Welding, Inc.                              | 122,400.00             | Decommissioning/NFE | ORBE Advisors, S De R.L. DE C.V.                  | 35,000.01              | Mexico                    |
| Carboline                                      | 73.14                  | Decommissioning     | OSS-Offshore Safety Products Mexico               | 233.64                 | Mexico                    |
| Cashman Equipment Corp.                        | 38,502.00              | NFE                 | Partek Laboratories, Inc.                         | 10,062.00              | NFE                       |
| CDW Direct                                     | 4,683.01               | Decommissioning     | Petro-Capacitacion de Mexico                      | 646.50                 | Mexico                    |
| Central Boat Rentals, Inc.                     | 125,300.00             | Decommissioning     | Petroleum Laboratories, Inc.                      | 210.00                 | Decommissioning           |
| Clarion Inn - Morgan City                      | 891.00                 | Decommissioning     | Praxair Distribution Inc.                         | 862.61                 | Decommissioning           |
| Coastal Catering, LLC                          | 387.73                 | Decommissioning     | PRAXAIR MEXICO                                    | 525.12                 | Mexico                    |
| Coastal Crew Change, L.L.C.                    | 2,322.35               | Decommissioning     | Price Supply, Inc.                                | 37.53                  | NFE                       |
| Constructora y Mantenimiento General Rodriguez | 222.98                 | Mexico              | Proserv Offshore, Inc.                            | 137,500.00             | Decommissioning           |
| Contrex Energy Services, LLC                   | 0.70                   | Decommissioning/NFE | Provedora De Barcos Avimar SA de CV               | 25,464.92              | Mexico                    |
| Copisistemas del Golfo, S.A. de C.V.           | 2,799.54               | Mexico              | Radtke Construction                               | 11,145.34              | NFE                       |
| Corporate Travel Management                    | 458.77                 | NFE                 | Ramada & Conference Center - NI                   | 859.54                 | Decommissioning           |
| Council Development Company, LLC               | 1,795.00               | Decommissioning     | Ramada Inn - Houma                                | 293.00                 | Decommissioning           |
| Dan Bunkering                                  | 50,950.16              | Decommissioning/NFE | Redfish Rental of Lake Charles - 2                | 1,050.00               | Decommissioning           |
| Dawn Services, L.L.C.                          | 265,673.00             | NFE                 | Reliant Business Products, Inc.                   | 34.64                  | Corporate                 |
| Delta Rigging & Tools                          | 320.00                 | Decommissioning     | Republic Services of Houston                      | 466.45                 | Corporate                 |
| Det Norske Veritas (USA), Inc.                 | 5,000.00               | Corporate           | Rodeway Inn                                       | 2,682.60               | Decommissioning           |
| Digitex an ImageNet Consulting Company         | 158.18                 | Corporate           | Roger Dale Thompson                               | 7,600.00               | Decommissioning           |
| Directv  | 253.96                 | Corporate           | Scurlock Electric LLC                             | 7,364.44               | Decommissioning           |
| DISA, Inc.                                     | 250.00                 | Corporate           | Sea Land Shipping Services De CV                  | 20,315.16              | NFE                       |
| DNV Certification, Inc.                        | 3,386.09               | Corporate           | Servicios Marinos Del Sureste SA De CV - Enermar  | 136,968.17             | Mexico                    |
| Dreyfus - Courtney, Inc.                       | 4,963.56               | Decommissioning     | Servicios Multiples Y Medio Ambientales del Golfo | 117.60                 | Mexico                    |
| DTN, LLC                                       | 1,895.00               | NFE                 | Southwest Wire Rope                               | 189.66                 | Decommissioning           |
| DWS Orion                                      | 292,747.00             | Decommissioning     | T. Baker Smith, LLC                               | 95,000.00              | Decommissioning           |
| Echo Offshore, LLC                             | 65,913.35              | NFE                 | Talon Technical Sales Inc                         | 37.98                  | Decommissioning           |
| Era Helicopters LLC                            | 55,269.56              | Decommissioning     | Tech Oil Products, Inc.                           | 2,312.05               | NFE                       |
| Falck Alford DBA Falck Safety Services         | 2,614.00               | Decommissioning     | Tiger Offshore Rentals                            | 232.00                 | Decommissioning           |
| Forefront Emergency Management, LP             | 300.00                 | Decommissioning     | Tomas Ruiz, S.A. De C.V. Mexico                   | 458.68                 | Mexico                    |
| FORTINO LAVANDEROS JUAREZ                      | 311.38                 | Mexico              | Total Safety U.S., Inc.                           | 7,893.39               | Decommissioning           |
| FoundOcean                                     | 429,680.00             | NFE                 | Transportacion Y Maniobras Guzman                 | 9,456.68               | Mexico                    |
| Fugro Satellite Positioning AS                 | 20,000.00              | NFE                 | Truly Nolen Pest Control Termites                 | 474.54                 | Decommissioning           |
| Full Crew S.A. de C.V.                         | 5,000.00               | Mexico              | ULINE Shipping Supply Specialists                 | 647.21                 | NFE                       |
| Gardline Comms, Inc.                           | 43.95                  | Decommissioning     | Unique System LLC                                 | 3,576.50               | Decommissioning           |
| Grainger                                       | 1,447.00               | Decommissioning     | V.Ships   | 956,327.00             | Decommissioning           |
| Green Marine & Industrial Equipment Co, Inc.   | 2,650.00               | Decommissioning     | Vanuatu Maritime Services, LTD                    | 255.00                 | Decommissioning           |
| Grupo Tress Internacional S.A de C.V           | 281.89                 | Mexico              | Verifi, LLC                                       | 1,722.20               | NFE                       |
| Gulf Copper & Manufacturing Corporation        | 4,600.01               | Decommissioning     | Viswa Lab   | 448.00                 | Decommissioning           |
| Gulf Island Shipyards, LLC                     | 757.40                 | Decommissioning     | VT Marine (formerly World Marine)                 | 9,913.00               | Decommissioning           |
| Gulf South Services                            | 442.61                 | Decommissioning     | West Isle Urgent Care                             | 356.00                 | Decommissioning           |
| Harborside Associates LLC                      | 888.00                 | Decommissioning     | Williams Scotsman, Inc.                           | 1,816.77               | Corporate/Decommissioning |
|  |                        |                     | <b>Total</b>                                      | <b>\$ 4,023,969.30</b> |                           |

AP Aging West Africa and Ranger International, Ltd (As of July 19<sup>th</sup>, 2018)

| Name   | Sum of Document<br>Amount | Name                                       | Sum of Document<br>Amount |
|--|---------------------------|--|---------------------------|
| West African Ventures                        | \$ 19,637,165.88          | Proofload Services Limited                 | 28,003.23                 |
| Hercules Marine Limited                      | 4,778,279.63              | Speedcast Communications, Inc.             | 27,882.40                 |
| Sea Trucks Group FZE                         | 4,284,559.14              | Advance Gases Ltd                          | 18,240.00                 |
| Estom Global Resources                       | 2,980,877.96              | Bayou State Marine & Ind. Supply, Inc.     | 17,737.47                 |
| S. J. Abed General Enterprises Limited       | 2,785,942.18              | E. A. Temile and Sons Development          | 17,515.65                 |
| Bear Marine Nigeria Ltd.                     | 2,768,383.11              | Multi-Chase Energy Services, Ltd.          | 17,107.38                 |
| Geo Cadinal Integrated Services LTD          | 2,568,010.26              | H&E Equipment Services, Inc.               | 13,148.04                 |
| Deep Sea Divers Ltd.                         | 2,335,509.96              | Lagos Oriental Hotel                       | 9,568.26                  |
| GladTrico International Ltd.                 | 2,190,492.14              | Cap-Stone Design Nigeria, Limited          | 8,480.67                  |
| Fortune Global Shipping & Logistics          | 1,704,742.95              | VAT - Federal Inland Revenue Service       | 7,688.34                  |
| RTD Quality Services Ltd.                    | 883,595.62                | Atlantic Bluewater Services                | 6,496.00                  |
| Consolidated Shipping Agencies Limited Ghana | 559,451.80                | Khasby Group Ltd.                          | 5,993.12                  |
| OIS International Limited                    | 530,001.74                | Bee Bassey & Bassey Solicitors             | 5,834.00                  |
| Gabstin Industrial Services, Ltd.            | 507,571.10                | Benco Technical Steel Works Ltd.           | 5,831.32                  |
| Moramax Global LTD                           | 307,534.65                | Voorhies Supply Company                    | 5,041.99                  |
| Sunstone Offshore Limited                    | 295,230.85                | Falck Alford DBA Falck Safety Services     | 4,586.00                  |
| Godspenal International Limited              | 248,575.74                | Snesco Limited                             | 4,500.00                  |
| Dan Bunkering                                | 232,827.89                | Ranger Subsea Nigeria Ltd.- SNG Petty Cash | 4,430.90                  |
| Smu-Tuns (Nig) Ltd.                          | 198,540.65                | Offshore Suppliers LLC                     | 4,404.35                  |
| Damas Oil                                    | 194,849.66                | Kobina Technical Services LTD              | 4,278.25                  |
| Geodetic Offshore Services, Limited          | 152,950.00                | Vistra Deflora Resources                   | 4,219.00                  |
| BJ Services Company Nigeria Limited          | 149,710.11                | T&A Nigeria Ltd                            | 4,121.58                  |
| Subworldtech International Limited           | 125,016.28                | KPMG Advisory Services                     | 4,000.00                  |
| Henchrabel Nig LTD                           | 112,585.55                | XOX Integrated Services Limited            | 2,865.60                  |
| Wetwood Marine Nigeria Ltd.                  | 99,299.99                 | Controlnet Limited                         | 2,691.63                  |
| Vettal Mega Services LTD                     | 84,000.00                 | Bay-Tech Industries, Inc.                  | 2,547.83                  |
| Holab Maritime Services Limited              | 79,761.49                 | Scurlock Electric LLC                      | 2,427.34                  |
| Bourbon InterOil Nigeria Limited             | 79,158.70                 | Grainger                                   | 1,910.12                  |
| Sea Trucks Group FZE                         | 61,119.06                 | Vuyk Engineering Rotterdam B.V.            | 1,761.47                  |
| American Express                             | 57,018.44                 | Bound Tree Medical LLC                     | 954.25                    |
| Coastland Energy Logistics Limited           | 56,836.49                 | Baker Lyman & Co., Inc.                    | 807.94                    |
| Bayern Limited                               | 42,953.68                 | Sewart Supply, Inc.                        | 666.90                    |
| Dunamis Security Services                    | 40,021.22                 | Motion Industries, Inc, - Houston, TX      | 289.97                    |
| Fleet Options, Limited                       | 38,838.46                 | Price Supply, Inc.                         | 186.05                    |
| Sheffield Offshore Services Pte Ltd          | 35,330.92                 | Gardline Comms, Inc.                       | 49.95                     |
| Technix Oilfield Support Limited             | 33,500.00                 | Vista Advisory Partners Limited            | 40.00                     |
| Donparker General Ent LTD                    | 33,071.79                 | Sunday Peter Odegie                        | 15.03                     |
| SGS Inspection Services Nigeria Limited      | 31,850.00                 | Benjamin Walcher                           | 2.00                      |
| Billow Abrah Marine Ltd.                     | 31,509.20                 | <b>Grand Total</b>                         | <b>\$ 51,582,998.32</b>   |

## AP Aging – Other:

| Name   | Sum of Document<br>Amount | Name  | Sum of Document<br>Amount |
|--|---------------------------|---|---------------------------|
| White Oak Global Advisors, LLC                   | \$ 18,102,896.16          | Delaware Secretary of State                 | 1,835.00                  |
| Emerald OV                                       | 4,263,800.00              | Best Western Westchase Suites - Houston     | 1,823.43                  |
| Pareto Securities, Inc.                          | 2,255,000.00              | Multi-Management Services, Inc.             | 1,545.00                  |
| Pricewaterhouse Coopers LLP                      | 773,311.14                | ABS Americas                                | 1,500.00                  |
| SunTx Capital Management Corp                    | 524,970.91                | Charters, Etc., LLC                         | 1,426.86                  |
| Holman Fenwick Willan LLP                        | 129,203.68                | Royal Eagle Services, LLC                   | 1,300.00                  |
| Siena Lending Group                              | 119,677.14                | BMP Direct                                  | 1,026.83                  |
| Albright Stonebridge Group LLC                   | 106,117.96                | Operator Qualification Solutions Group      | 900.00                    |
| Ark Insurance Group                              | 99,045.00                 | MBM Financial Corporation                   | 706.81                    |
| Bee Bassey & Bassey Solicitors                   | 80,000.00                 | Om Shanti Om dba Comfort Suites - Lafayette | 703.99                    |
| Tesla Offshore, LLC                              | 54,996.00                 | Southwest Wire Rope                         | 691.24                    |
| Deep Down, Inc.                                  | 42,990.73                 | PTC Inc.                                    | 682.04                    |
| Sullivan Newport, Ltd.                           | 35,080.59                 | Foley & Lardner LLP                         | 588.50                    |
| Fasken Martineau LLP                             | 31,404.97                 | Reliant Business Products, Inc.             | 566.85                    |
| Hall Maines Lugin, P.C.                          | 30,108.17                 | Infinite Conferencing, Inc.                 | 517.11                    |
| CR3 Partners, LLC                                | 29,640.00                 | ULINE Shipping Supply Specialists           | 459.13                    |
| Mead & Neese LLP                                 | 22,107.50                 | Hugo Alberto Dominguez Garcia               | 429.87                    |
| Hicks Thomas LLP                                 | 21,092.10                 | RR Donnelley                                | 2,500.00                  |
| Occupational Medicine Clinics of South Louisiana | 18,292.00                 | Offshore Suppliers LLC                      | 394.12                    |
| Akin Gump Strauss Hauer & Feld LLP               | 14,871.11                 | ProStar Services dba Parks Coffee           | 363.07                    |
| Unum Life Insurance Company of America           | 12,356.08                 | Comm Air, Inc.                              | 347.21                    |
| Roger Dale Thompson                              | 12,000.00                 | Verifi, LLC                                 | 319.10                    |
| Coastal Crew Change, L.L.C.                      | 10,607.00                 | Republic Services of Houston                | 294.07                    |
| Falck Alford DBA Falck Safety Services           | 9,448.00                  | AT&T 287230732904                           | 268.51                    |
| Moss Adams LLP                                   | 9,220.00                  | Astoundz formerly ContentActive, LLC        | 215.42                    |
| The Consulate of Panama                          | 7,955.00                  | Sparkletts & Sierra Springs                 | 188.16                    |
| Iberia Parish Tax Collector                      | 5,308.91                  | Grainger                                    | 155.89                    |
| West Isle Urgent Care                            | 3,629.00                  | DISA, Inc.                                  | 155.50                    |
| Greenhead Real Estate LLC                        | 3,575.45                  | Wilson Moore - Petty Cash                   | 134.55                    |
| ACME Truck Line, Inc.                            | 2,967.28                  | Gardline Comms, Inc.                        | 99.90                     |
| Sofaed Services Nigeria Ltd.                     | 2,880.97                  | Truly Nolen Pest Control Termites           | 95.26                     |
| Red Flag Group                                   | 2,800.00                  | Cobra Help                                  | 78.60                     |
| Lafayette Surgical Specialty Hospital            | 2,600.00                  | Louisiana Worker's Comp Corp                | 1.00                      |
|  |                           | <b>Total</b>                                | <b>\$ 26,862,265.87</b>   |

## Accrued payables:

| <b>VENDOR NAME</b>                           | <b>System<br/>Accruals</b> | <b>Supplemental<br/>Accruals<br/>(Manual)</b> | <b>Total Accrued<br/>Payables</b> |
|--|----------------------------|---|-----------------------------------|
| Consolidated Shipping Agencies Limited Ghana | \$ 2,959.38                |   | \$ 2,959.38                       |
| Damas Oil                                    | 163,953.20                 |   | 163,953.20                        |
| Deep Sea Divers Ltd.                         | 11,700.00                  |   | 11,700.00                         |
| Fortune Global Shipping & Logistics          | 329,329.95                 |   | 329,329.95                        |
| Geo Cadinal Integrated Services LTD          | 61,294.01                  |   | 61,294.01                         |
| Geodetic Offshore Services, Limited          | 5,725.00                   |   | 5,725.00                          |
| H&E Equipment Services, Inc.                 | 5,215.29                   |   | 5,215.29                          |
| Hercules Marine Limited                      | 60,861.78                  |   | 60,861.78                         |
| Lagos Oriental Hotel                         | 2,227.78                   |   | 2,227.78                          |
| Ranger Subsea Nigeria Ltd.- Petty Cash       | 6,388.69                   |   | 6,388.69                          |
| Royal Eagle Services, LLC                    | 1,050.00                   |   | 1,050.00                          |
| Snesco Limited                               | 4,500.00                   |   | 4,500.00                          |
| VAT - Federal Inland Revenue Service         | 263,944.21                 |   | 263,944.21                        |
| West African Ventures                        | 13,268.36                  |   | 13,268.36                         |
| Wetwood Marine Nigeria Ltd.                  | 25,819.67                  |   | 25,819.67                         |
| Advance Gases Ltd                            | 23,256.00                  |   | 23,256.00                         |
| BJ Services Company Nigeria Limited          | 3.96                       |   | 3.96                              |
| Blaine Benkovics - Petty Cash                | 239.97                     |   | 239.97                            |
| Donparker General Ent LTD                    | 1,228.23                   |   | 1,228.23                          |
| Dunamis Security Services                    | 38,556.93                  |   | 38,556.93                         |
| International SOS Assistance, Inc.           | 5,733.00                   |   | 5,733.00                          |
| RTD Quality Services Ltd.                    | 11,051.00                  |   | 11,051.00                         |
| Speedcast Communications, Inc.               | 33,583.68                  |   | 33,583.68                         |
| Sunstone Offshore Limited                    | 6,534.00                   |   | 6,534.00                          |
| Wright Express FSC                           | 597.00                     |   | 597.00                            |
| XOX Integrated Services Limited              | 7,283.18                   |   | 7,283.18                          |
| SGS Inspection Services Nigeria Limited      | 5,200.00                   |   | 5,200.00                          |
| <b>Total</b>                                 | <b>\$ 1,091,504.27</b>     |   | <b>\$ 1,091,504.27</b>            |

**Schedule 3(D)(2): Excluded Contracts**

1. New Iberia Lease - Building
2. Galveston Lease - Yard
3. Houston Lease – Corporate office
4. Emerald OV Charters
5. Emerald OV Promissory Note
6. White Oak Term Loans
7. Pareto brokering agreement
8. Holman Fenwick Willan agreement
9. Hall Maines agreement
10. Akin Gump agreement
11. Hicks Thomas agreement
12. Office Service Contracts
13. Freeport McMoRan EW 947 job contract
  - a. Job number 01.7222.4980.0
14. Freeport McMoRan WC 639 & 648 job contract
  - a. Job Number 01.7224.4980.0

**Schedule 4(F): Allocation of Consideration Methodology**

[Not applicable]

**Schedule 4(G): Wind Down/Liquidation Plan**

**To be completed post-closing**



**Schedule 7(A)(1): Required Consents**

1. U.S. Coast Guard – Savannah River & Joe G Jr.
2. Vanuatu – Global Orion
3. All contracts require counterparty consent.

**Schedule 7(A)(2): Sellers' Formation Jurisdictions**

1. Ranger Offshore, Inc. - Delaware
2. Ranger Remuda, LLC - Delaware
3. Ranger Offshore International, LLC - Delaware
4. Ranger Offshore Mexico, S. DE R.L. DE C.V. - Mexico
5. Remuda Shipping, S. DE R.L. DE C.V – Mexico
6. Remuda Offshore, S. DE R.L. DE C.V – Mexico

**Schedule 7(A)(3): Sellers' Operational Jurisdictions**

Ranger Offshore, Inc. – Texas, Louisiana

**Schedule 7(A)(4): Sellers' Corporate Documents**

[All documents are gathered and available]

**Schedule 7(B): Sellers' Material Licenses and Permits**

See Schedule (1)(C)

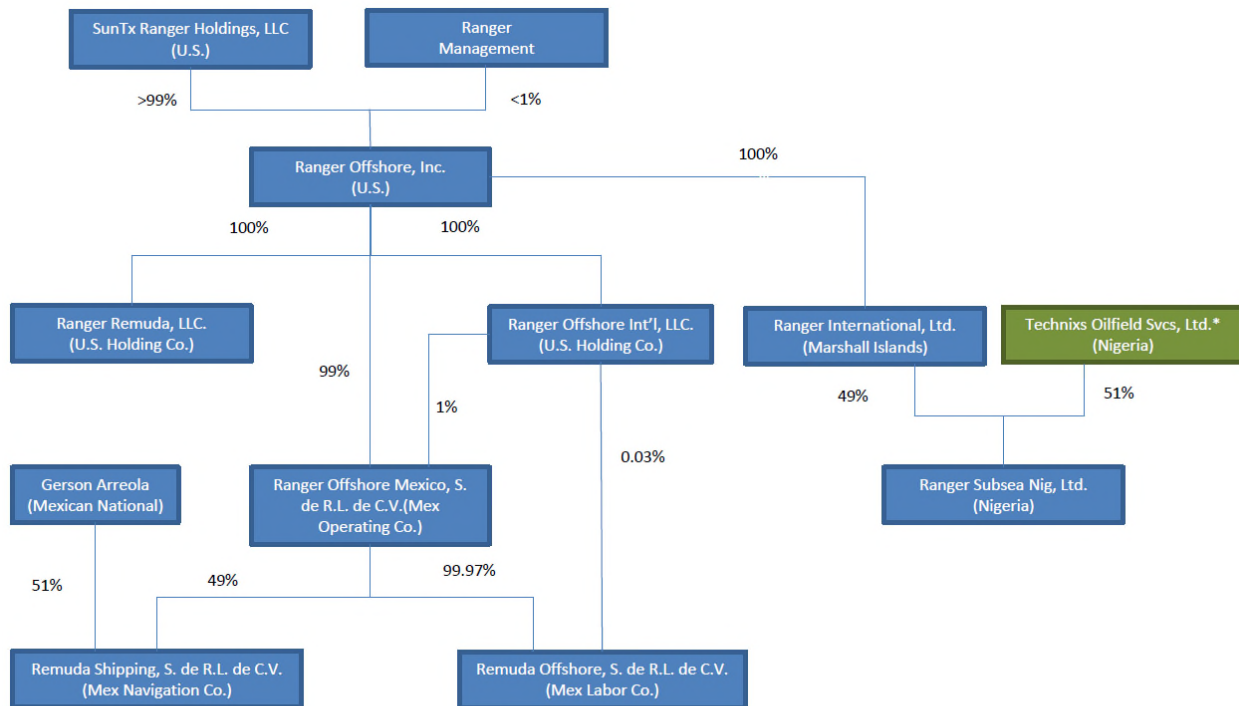
Certificates issued by DNV-GL:

**ISO 9001ISO 14001**

**OHSAS 18001**

**Schedule 7(C)(1): Sellers' Equity Interests**

See Schedule 7(C)(2)

**Schedule 7(C)(2): Sellers' Corporate Structure**

\*Note: Technix Oilfield Svcs, Ltd is not a subsidiary of Ranger Offshore, Inc.



**Schedule 7(C)(3): Intercompany Agreements**

1. Master Intercompany Charters between Ranger Offshore, Inc. and Ranger Mexico
2. Management Service Agreements between Ranger Offshore, Inc. and Ranger Subsea Nig Ltd.
3. Management Service Agreements between Ranger Subsea Nig Ltd. and Ranger Mexico

**Schedule 7(E): Exceptions to Good and Marketable Title to Purchased**

1. Maritime liens for necessities
2. Landlord liens
3. White Oak liens

**Schedule 7(F): Sellers' Material Contracts****1. Vendor agreements with outstanding balances over USD 100k:**

| <b>Sellers' Material Contracts:</b>                       |                     |                                  |                           |                         |
|---|---------------------|----------------------------------|---------------------------|-------------------------|
| Vendor agreements with outstanding balances over USD 100k |                     |                                  |                           |                         |
| <b>Vendor Name:</b>                                       | <b>Region:</b>      | <b>Agreement Type:</b>           | <b>Date of Agreement:</b> | <b>Current Payable:</b> |
| Abe's Boat Rentals  | Decommissioning     | MSA                              | 5/5/2017                  | 250,121.00              |
| ACME Truck Line, Inc.                                     | Decommissioning     | No written agreement             | -                         | 126,937.47              |
| Allport Services, LLC                                     | Decommissioning     | MSA                              | 4/20/2011                 | 108,876.70              |
| Axis Rental Solutions LLC                                 | NFE                 | No written agreement             | -                         | 132,776.66              |
| Axis Rental Solutions LLC                                 | Decommissioning     | No written agreement             | -                         | 204,892.56              |
| B & J Martin, Inc.  | Decommissioning     | No written agreement             | -                         | 197,267.17              |
| C&G Welding, Inc.   | NFE                 | MSA                              | 6/27/2017                 | 145,556.44              |
| C&G Welding, Inc.   | Decommissioning     | MSA                              | 6/27/2017                 | 463,257.50              |
| C&G Welding, Inc.   | Decommissioning/NFE | MSA                              | 6/27/2017                 | 122,400.00              |
| Cashman Equipment Corp.                                   | NFE                 | Bareboat Charter                 | 1/23/2017                 | 608,727.74              |
| Central Boat Rentals, Inc.                                | NFE                 | MSA                              | 7/31/2017                 | 261,200.00              |
| Central Boat Rentals, Inc.                                | Decommissioning     | MSA                              | 7/31/2017                 | 578,030.09              |
| Central Boat Rentals, Inc.                                | Decommissioning     | MSA                              | 7/31/2017                 | 125,300.00              |
| C-MAR America   | Decommissioning     | MSA                              | 5/5/2017                  | 182,075.65              |
| Contrex Energy Services, LLC                              | NFE                 | MSA                              | 10/5/2015                 | 145,016.08              |
| Dan Bunkering   | NFE                 | MSA                              | 7/9/2015                  | 2,074,453.71            |
| Dan Bunkering   | Decommissioning     | MSA                              | 7/9/2015                  | 1,272,522.89            |
| Dawn Services, L.L.C.                                     | NFE                 | Blanket Time Charter             | 1/31/2012                 | 888,542.02              |
| Dawn Services, L.L.C.                                     | NFE                 | Blanket Time Charter             | 1/31/2012                 | 265,673.00              |
| DWS Orion   | Decommissioning     | No written agreement             | -                         | 292,747.00              |
| Echo Offshore, LLC  | NFE                 | MSA                              | 10/17/2017                | 148,485.31              |
| Entier USA, Inc.  | Decommissioning     | MSA                              | 2/6/2015                  | 168,209.59              |
| FoundOcean  | NFE                 | MSA                              | 2/3/2018                  | 512,913.50              |
| FoundOcean  | NFE                 | MSA                              | 2/3/2018                  | 429,680.00              |
| Fugro USA Marine, Inc.                                    | NFE                 | MSA                              | 7/14/2015                 | 148,180.47              |
| Guice Offshore, LLC.                                      | Decommissioning     | Master Marine Services Agreement | 7/11/2011                 | 112,202.46              |
| Holloway Houston, Inc.                                    | NFE                 | MSA                              | 7/11/2017                 | 187,845.66              |
| Hydra Ops., LLC   | Decommissioning     | MSA                              | 9/28/2017                 | 116,416.66              |
| Hydra Ops., LLC   | Decommissioning     | MSA                              | 9/28/2017                 | 116,416.66              |
| Javeler Marine Services LLC                               | Decommissioning     | MSA                              | 9/7/2010                  | 139,661.62              |
| Javler  | NFE                 | MSA                              | 9/7/2010                  | 109,200.00              |
| K&L Gates LLP   | Mexico              | Engagement Agreement             | 3/13/2014                 | 616,126.38              |
| Karl Ship Services Ltd.                                   | NFE                 | No written agreement             | -                         | 185,471.45              |
| LL&G Construction, Inc.                                   | NFE                 | MSA                              | 12/11/2017                | 437,500.00              |
| LL&G Construction, Inc.                                   | NFE                 | MSA                              | 12/11/2017                | 157,500.00              |
| Louisiana Cat   | Decommissioning     | No written agreement             | -                         | 122,651.18              |
| Maritime & Transport Services (MTS)                       | NFE                 | MSA                              | 1/3/2018                  | 253,171.66              |
| McDonough Marine Service                                  | Decommissioning     | Master Bareboat Charter          | 1/26/2016                 | 531,051.00              |
| McDonough Marine Service                                  | Decommissioning     | Master Bareboat Charter          | 1/26/2016                 | 144,400.00              |
| Mid-Gulf Shipping Company                                 | Decommissioning     | MSA                              | 1/13/2017                 | 185,032.60              |
| Modern American Recycling Services, Inc.                  | Decommissioning     | MSA                              | 7/28/2017                 | 418,653.47              |
| Offshore Towing, Inc.                                     | Decommissioning     | MSA                              | 9/6/2016                  | 361,904.88              |
| Proserv Offshore, Inc.                                    | Decommissioning     | MSA                              | 7/19/2012                 | 926,765.43              |
| Proserv Offshore, Inc.                                    | Decommissioning     | MSA                              | 7/19/2012                 | 137,500.00              |
| Seacor Marine, LLC  | Decommissioning     | MSA                              | 10/18/2017                | 121,209.25              |
| Sheffield Offshore Services Pte Ltd                       | NFE                 | MSA                              | 12/5/2016                 | 474,598.22              |
| Sheffield Offshore Services Pte Ltd                       | Decommissioning     | MSA                              | 12/5/2016                 | 181,580.23              |
| Swiber Offshore S.A. DE C.V.                              | NFE                 | BIMCO Time Charter               | 10/25/2017                | 144,992.85              |
| T. Baker Smith, LLC                                       | Decommissioning     | MSA                              | 10/16/2013                | 332,965.00              |
| V.Ships   | Decommissioning     | Ship Management Agreement        | 6/21/2017                 | 956,327.00              |
| VT Marine (formerly World Marine)                         | Decommissioning     | MSA                              | 5/16/2017                 | 317,128.21              |

## 2. Client agreements:

## a. Clients for whom have performed work within the past 12 months:

| <b><u>Sellers' Material Contracts:</u></b>            |                                    |                           |               |
|---|------------------------------------|---------------------------|---------------|
| Clients for whom we have worked in the past 12 months |                                    |                           |               |
| <b>Client Name:</b>                                   | <b>Agreement Type:</b>             | <b>Date of Agreement:</b> | <b>Value:</b> |
| W&T   | MSA                                | 8/8/2010                  |               |
| Williams  | Master General Services Contract   | 3/23/2018                 |               |
| Talos   | Master Service Contract            | 6/12/2013                 |               |
| New Fortress Energy                                   | MSA                                | 8/24/2017                 |               |
| Freeport McMoRan                                      | Master Service Contract            | 5/28/2014                 |               |
| Enven   | MSA                                | 6/7/2017                  |               |
| Stone   | Deepwater Master Service Agreement | 1/13/2017                 |               |

**3. Charter Agreements**

- a. March 6<sup>th</sup> 2018 Guarantee of the February 28<sup>th</sup> 2018 Goliath Bareboat Charter between Goliath Offshore holdings Pte Ltd and Magrem Investments Ltd.
  - i. Charter rate: USD 25,000/day
  - ii. Charter period: 120 days firm period plus 300 days of options.
- b. June 23<sup>rd</sup> 2017 Goliath Time Charter between Magrem Investments Ltd. and Ranger Offshore, Inc.
  - i. Charter rate: Same charter rate as Goliath Bareboat Charter
  - ii. Charter Period: Same charter period as Goliath Bareboat Charter
- c. Nor Goliath Manning Agreement between V.Ships Ltd and Magrem Investments Ltd.
  - i. Ranger Offshore, Inc. acts as the guarantor of this agreement.
- d. October 25<sup>th</sup> 2017 Quetzal and two support tugs Time Charter
  - i. Charter rate: USD 42,000/day for Quetzal and USD 7,000 per day per tug.
  - ii. Charter period: 90 days firm period (firm period extended to 1<sup>st</sup> October with 90 days of options)
- e. May 25<sup>th</sup> 2018 Global Orion Time Charter to Epic
  - i. Charter rate: USD 43,800/day
  - ii. Charter period: 35 days firm period plus 20 days of options.

**4. Real Properties**

- a. 10370 Richmond Avenue, Suite 1000, Houston, Texas 77042 (Ranger corporate office)
  - i. Rent: USD 36,809/month
  - ii. Final date of term: 3/31/2024
- b. 5708 Harborside Drive, Galveston, Texas 77554 (Marine base)
  - i. Rent: USD 30,000/month
  - ii. Final date of term: 10/1/2018

**5. Bill Lam – Ranger Offshore Inc. employment contract.**

**Schedule 7(F)(1): Sellers' Defaults**

Payment default and defaults caused by Ranger's default of the White Oak loan agreements.

**Schedule 7(F)(2): All Contracts Requiring Notice or Consent to Assign**

All contracts require notice and/or consent for assignment.

**Schedule 7(G): Real Property Leases**

Houston lease

New Iberia Lease

Galveston Lease

Mexico Office Lease

Note: There could be ongoing events of default in relation to the agreements listed above.



**Schedule 7(H): Exceptions to Sellers' Accounts Receivable**

Not applicable

**Schedule 7(l): Other Liabilities**

See Schedule 6

**Schedule 7(J): Litigation**

1. West African Ventures, Ltd & Sea Trucks Group, FZE v. Ranger Offshore, Inc. and SunTx Capital Partners II GP, LP; CA No. 4:17-cv-00548; USDC for the Southern District of Texas. Defendants' claim value is approx. \$32,000,000. Discovery is underway, documents have been exchanged and depositions have not yet been taken. Trial is scheduled for January 2019.
2. Geodetic Offshore Services Limited v Ranger Subsea Nig Ltd and Ranger Offshore, Inc.; Case No. LD/3634/CMW/2018; Lagos, Nigeria; Approx. \$160,000 claim value; Ranger Offshore, Inc. has not been served.
3. PriceWaterhouseCoopers LLP v Ranger Offshore, Inc.; Claim No. HQ16X02751; High Court of Justice, Queen's Bench Div.; London, England. PWC's claim is approx. GBP517,272 and ROI's counterclaim is approx. GBP235,000. Discovery is ongoing with documents exchanged, but no depositions taken.
4. Ranger Offshore Mexico, SRL v Tradeco Infraestructura, SA and Grupo Tradeco, SA; CA No. 4:15-cv-00635; USDC for the Southern District of Texas; 4 associated civil enforcement litigations ongoing in Mexico City to enforce the arbitration award, including an arbitration award recognition lawsuit, enforcement of associated promissory note litigation, and involuntary bankruptcy petitions, all of which are filed in Mexico City. Award of approx. \$22,000,000, plus interest. Award confirmed in Federal Court. Tradeco filed a notice of appeal on July 27, 2018. Recognition and enforcement actions in Mexico are ongoing and being defended by Tradeco and are at various stages of completion.
5. Ranger Offshore, Inc. v Canega Shipping Services; Houston Maritime Arbitration Association. Ranger seeks reimbursement of approx. \$400,000 in unpaid charterhire plus ancillary cost and damages reimbursement. Case is ready for 1-2 day arbitration, no date set.

Note: The above does not include personal injury matters covered by insurance.

**Schedule 7(M)(1): Employee Benefits**

CIGNA Health insurance

CIGNA Dental insurance

CIGNA Vision insurance

UNUM Basic Life insurance

UNUM Short Term Disability

UNUM Long Term Disability

UNUM Voluntary Life Insurance

Principal 401(k) plan

CIGNA International Plan (medical/dental/vision coverage, air evacuation)

**Schedule 7(M)(2): Any Employee Welfare Benefits Plan**

None.

**Schedule 7(N): Collective Bargaining**

Ranger Offshore Mexico – Sindicato Nacional De Trabajadores De Comunicaciones, Actividades Comerciales Y De Servicios De La Republica Mexicana, C.T.M. Registro No. 5502; Joined April 9, 2013 with an annual fee of approximately USD 1,900.

**Schedule 7(O): Trademarks**

Ranger logo

**Schedule 7(Q): Audited Financials**

[To be attached]



**Schedule 7(R): Material Adverse Change in Business**

Since July 1, 2018, none.

**Schedule 7(T): Sellers' Employees**

| <b>LAST NAME</b> | <b>FIRST NAME</b> |
|------------------|-------------------|
| Bloomer          | Robert            |
| Kehoe            | Gordon            |
| Dustin           | Eugene            |
| Janek            | Joshua            |
| Hovey            | Shannon           |
| Merz             | Daniel            |
| Lastique         | Charles           |
| Mungle           | Brian             |
| Unverferth       | Paul              |
| Pogue            | Jeffrey           |
| McDaniel         | Holden            |
| Williams         | James             |
| Dawson           | Avery             |
| Hagelstein       | David             |
| Mills            | William           |
| Hyde             | Kirsten           |
| Lamendola        | Kevin             |
| Aragon           | Raymond           |
| Shackelford      | Joshua            |
| Littlefield      | David             |
| Frazier          | John              |
| Ramirez          | Johnny            |
| Harbin           | Jacob             |
| Flinn            | Robert            |
| Sevyan           | Arkadi            |
| Brown            | Christopher       |
| Cornell          | Kristopher        |
| Salles           | Joel              |
| Shackelford      | Cody              |
| Schlaudecker     | Jeffrey           |
| Begnaud          | Joseph            |
| Mallory          | Joyce             |
| Cobb             | Joseph            |
| Martinez         | Edward            |
| Gilley           | Marcus            |
| Mogel            | Ronald            |
| Dobbs            | Richard           |
| Hensley          | Bobby             |
| Beilman          | Kevin             |
| Mullins          | David             |

| <b>LAST NAME</b> | <b>FIRST NAME</b> |
|------------------|-------------------|
| Wythe            | Neil              |
| Corbett          | Robert            |
| Ostrowski        | Steve             |
| Mitchener        | John              |
| Castro           | Carmen            |
| Lam              | Bill              |
| Rouse            | Charles           |
| Lam              | Daniel            |
| Alvarez          | Joseph            |
| Whittington      | Thomas            |
| Shackelford      | Patrick           |
| Mallin           | David             |
| Frazier          | John              |
| Leoni            | Teddy             |
| Merritt          | Krisztina         |
| Medwick          | Mark              |
| Mulder           | Michael           |
| Hardy IV         | George            |
| Lam              | Garrett           |
| Lam              | James             |
| Fontenot         | Joshua            |
| Arreola          | Gerson            |
| Burks            | Jason             |
| Alvarez          | Delma             |
| Greer            | Joseph            |
| Stonecipher      | Robert            |
| Pera             | Mark              |
| Comb             | Carla             |
| Stockstill       | David             |
| Nguyen           | Glenn             |
| Mogel            | Rebecca           |
| Rhymes           | David             |
| Peltier          | Joseph            |
| Berber-Thayer    | Ansel             |
| Campbell         | Richard           |
| Ward             | Matthew           |
| Knieriemen       | Reata             |
| Grieve           | Damon             |
| Abbas            | Malik             |
| Melchor          | Jovanni           |

| LAST NAME       | FIRST NAME  |
|-----------------|-------------|
| Chafin-Williams | Donna       |
| Mulder          | James       |
| Williams        | Christopher |
| Soltow          | Ronald      |
| Reaves          | Leigh       |
| Allen           | Ademiju     |
| Brokaw          | Shawn       |
| Piper           | John        |
| Tran            | Jimmy       |
| Peevey          | Hal         |
| McCray          | Stacy       |
| Moufarrej       | Courtney    |
| Martin          | Joseph      |
| Brown           | Leslie      |
| Renzi           | Alexander   |
| Luna            | Zulema      |
| Blalock         | Larry       |
| Zabarsky        | Marni       |
| Hungerford      | Ryan        |
| Madeley         | Larry       |
| Shanahan        | Terrence    |
| Boullard        | Brian       |
| Pellegrin       | Steve       |
| Rose            | Harris      |
| Chapman         | Brently     |
| Meader          | Robert      |
| Gregoire        | Kerry       |
| Cooper          | Edmond      |
| Berka           | Craig       |
| Worth           | Brian       |
| Daigle          | Christopher |
| Lasater         | Ronald      |
| Cruz            | Jacob       |
| Clark           | Jonathan    |
| McLaughlin      | John        |
| Parkhill        | Francis     |
| Craig           | Cody        |
| McCorkle        | Brock       |
| Ponce           | Gavin       |
| Roach           | John        |
| Torres          | Demythyl    |
| Stradling       | Donald      |

| LAST NAME     | FIRST NAME |
|---------------|------------|
| Hoard         | John       |
| Heftel        | Jonathan   |
| Griffin       | Philip     |
| Jakum         | John       |
| Kaemmerling   | Joseph     |
| Griffin       | Nathan     |
| Enoch         | Trent      |
| McBride       | Roy        |
| Corkern       | Donald     |
| Henley        | Shawn      |
| Balkcum       | Matthew    |
| Fatheree      | Stephen    |
| Mosco         | Kelly      |
| Mosco         | Robert     |
| Bell          | Richard    |
| Smith         | Steven     |
| Maxwell       | Zach       |
| Clark         | Austin     |
| Butler        | Mark       |
| West          | Albert     |
| Behe          | Jason      |
| Londo         | Adam       |
| Wolfe         | Michael    |
| Figueroa Rios | Rene       |
| Sick          | Jason      |
| Roberts       | Beau       |
| Hamilton      | Travis     |
| Orlando       | Andrew     |
| Corkern       | Stephen    |
| Nielsen       | Jacob      |
| Nino          | Isaac      |
| Hunt          | Parker     |
| McMakin       | Carly      |
| Binauea       | Bureimoa   |
| Sanders       | Tyler      |
| Hofmann       | Bryan      |
| Gay           | Robert     |
| White         | Michael    |
| Parkhill      | Julian     |
| Maher         | Aaron      |
| Young         | Brandon    |
| Johnston      | Dennis     |

| LAST NAME | FIRST NAME |
|-----------|------------|
| Kitchen   | Tracy      |
| Green     | Bo         |

| LAST NAME | FIRST NAME |
|-----------|------------|
| Skura     | Jeremy     |

**Schedule 8(B): Consents and Approvals**

NONE

**Schedule 8(F): Seller Certification**

## OFFICER'S CERTIFICATE

Pursuant to Section 8(F) of the Asset Purchase Agreement

August \_\_, 2018

The undersigned, in their respective capacities as President and Chief Restructuring Officer of each of (i) Ranger Offshore, Inc., (ii) Ranger Remuda, LLC, (iii) Ranger Offshore Int'l, LLC, (iv) Ranger Offshore Mexico, S. de R.L. de C.V., (v) Remuda Shipping, S. de R.L. de C.V., and (vi) Remuda Offshore, S. de R.L. de C.V. (collectively, the "Sellers" and each, individually, a "Seller") hereby give this certificate in connection with and as required by Section 8(F) of that certain Asset Purchase Agreement, dated as of August 8, 2018 (the "APA"), by and among the Sellers, SunTx Ranger Holdings, LLC, a Delaware limited liability company, being the direct or indirect holder of substantially all of the outstanding equity interests of the Sellers, and Navarro Capital Partners, LLC, a Texas limited liability company, as buyer, and Akirfa Holdings, LLC. The undersigned give this Certificate solely in their respective capacities as a officers of the Seller and not in a personal capacity. Capitalized terms not defined herein have the meanings assigned to them in the APA.

1. The representations and warranties made by the Seller and the Shareholder in the APA are true and correct as of the date hereof and on the Closing Date with the same effect as though made on such date.

2. The Seller and the Shareholder (as applicable) have performed and complied with all agreements, covenants and conditions required by this APA to be performed and complied with by them prior to the Closing Date.

3. All conditions contained in Section 8 of the APA required to be fulfilled by the Seller prior to the Closing Date have been fulfilled.

This Certificate may be executed on one or more pages, each of which taken together shall constitute an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Certificate to be executed as of the date above first written on behalf of each Seller.

**RANGER OFFSHORE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**RANGER REMUDA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**RANGER OFFSHORE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**RANGER OFFSHORE INT'l, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**REMUDA SHIPPING, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**REMUDA OFFSHORE, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**RANGER OFFSHORE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**RANGER REMUDA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**RANGER OFFSHORE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**RANGER OFFSHORE INT'l, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**RANGER OFFSHORE MEXICO, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**REMUDA SHIPPING, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer

**REMUDA OFFSHORE, S. DE R.L. DE C.V.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Restructuring Officer



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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|                       |                           |
|-----------------------|---------------------------|
| In re:                | §                         |
|                       | § Chapter 11              |
|                       | §                         |
| EPIC COMPANIES, LLC,  | § Case No. 19-34752 (DRJ) |
|                       | §                         |
| Debtors. <sup>1</sup> | § (Jointly Administered)  |
|                       | §                         |

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**ORDER SUSTAINING LIQUIDATING TRUSTEE'S OBJECTION TO CLAIM  
NOS. 10138 AND 10144 FILED BY AXIS RENTAL SOLUTIONS LLC**

[Relates to Docket No. \_\_\_\_]

UPON CONSIDERATION of the *Liquidating Trustee's Objection to Claim Nos. 10138 and 10144 filed by Axis Rental Solutions LLC* (the "Objection"),<sup>2</sup> and this Court having jurisdiction to consider the Objection, and due and sufficient notice of the Objection having been given; and after due deliberation thereon, it is **HEREBY ORDERED THAT:**

1. Claim 10138 is disallowed in its entirety.
2. Claim 10144 is modified and disallowed to the extent it exceeds \$73,452.26.
3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Objection or any order granting relief requested by the Objection; (e) a request or authorization to assume any

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Epic Companies, LLC (1473), Epic Diving & Marine Services, LLC (2501), Epic Applied Technologies, LLC (5844), Epic Specialty Services, LLC (8547), Epic Alabama Steel, LLC (6835), Epic San Francisco Shipyard, LLC (5763) and Zuma Rock Energy Services, LLC (1022). The mailing address for the Debtors is: P.O. Box 79625, Houston, Texas 77279-9625.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Objection.

prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) waiver of the Debtors' or the Liquidating Trustee's rights under the Bankruptcy Code or any other applicable law.

4. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

5. The Liquidating Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

6. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

**Signed:** \_\_\_\_\_, 2021

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**THE HONORABLE DAVID R. JONES**  
**UNITED STATES BANKRUPTCY JUDGE**