



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

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **March 7, 2010**



Helix Energy Solutions Group, Inc.
(Exact name of registrant as specified in its charter)

Minnesota
(State or other jurisdiction
of incorporation)

001-32936
(Commission File Number)

95-3409686
(IRS Employer Identification No.)

**400 North Sam Houston Parkway East, Suite
400
Houston, Texas**
(Address of principal executive offices)

77060
(Zip Code)

281-618-0400
(Registrant's telephone number,
including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Effective March 7, 2010, Robert Murphy resigned as Executive Vice President - Oil & Gas of Helix Energy Solutions Group, Inc. (the "Company"). Mr. Murphy remains employed by the Company until the Effective Date of March 16, 2010. He will continue to receive his current annual base salary and benefits until the termination of his employment. Johnny Edwards has been appointed an executive vice president of the Company and will return his role to lead the Company's oil and gas division.

In connection with Mr. Murphy's resignation and consistent with the terms of his employment arrangement, the Company has entered into a Separation Agreement dated March 8, 2010. The following is a brief summary of the material terms of the Separation Agreement:

A \$225,000 payment to Mr. Murphy six months after termination of his employment.

A \$225,000 payment to Mr. Murphy paid in six equal monthly installments beginning in the seventh month after the termination of his employment.

A \$300,000 payment to Mr. Murphy on March 15, 2010.

A \$1,309,911 payment to Mr. Murphy on March 16, 2010.

Payment of his medical, dental and vision benefits for one year from the termination of his employment.

A payment to Mr. Murphy for accrued but unused vacation.

69,023 shares of previously issued but unvested restricted stock awarded to Mr. Murphy shall vest on March 16, 2010.

A general release of claims by Mr. Murphy.

Termination of Mr. Murphy's existing employment arrangement and all rights and obligations thereunder effective March 16, 2010.

The description of the provisions of the Separation Agreement is qualified in its entirety by reference to the full and complete terms of such agreement which is attached hereto as Exhibit 10.1 and is incorporated by reference herein. A copy of the Company's press release announcing the resignation of Mr. Murphy and the appointment of Mr. Edwards is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with Mr. Murphy's execution of the Separation Agreement described above, Mr. Murphy's existing employment arrangement with the Company will be terminated as of March 16, 2010.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Vice President Appointed

On March 8, 2010, the Company announced that Johnny Edwards will return to his role to lead the Company's oil and gas division. The Company's Board of Directors has appointed Johnny Edwards as an Executive Vice President – Oil & Gas of the Company in charge of oil and gas operations. Mr. Edwards has served as President of the Company's oil and gas subsidiary, Energy Resource Technology GOM, Inc. (ERT) since 2000. Prior to becoming President, Mr. Edwards held several positions at ERT managing the engineering and acquisitions for the company. Prior to joining ERT in 1994, Mr. Edwards spent 19 years in a broad range of engineering, operations and management positions with ARCO Oil & Gas Co. Mr. Edwards is not currently subject to an employment agreement.

Executive Vice President – Oil & Gas Resigns

On March 8, 2010, the Company also announced that Robert Murphy, Executive Vice President – Oil & Gas, will be leaving the Company. Mr. Murphy resigned as Executive Vice President- Oil & Gas effective March 7, 2010.

A copy of the Company's press release announcing the resignation of Mr. Murphy and the appointment of Mr. Edwards is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) *Exhibits.*

Number -----	Description -----
10.1	Separation and Release Agreement by and between Helix Energy Solutions Group, Inc. and Robert P. Murphy effective March 8, 2010.
99.1	Press Release of Helix Energy Solutions Group, Inc. dated March 8, 2010 reporting strategic direction for Oil & Gas Business and announcing departure of Robert Murphy

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 8, 2010

HELIX ENERGY SOLUTIONS GROUP, INC.

By: _____/s/ Anthony Tripodo

Anthony Tripodo
Executive Vice President and Chief Financial Officer

Index to Exhibits

Exhibit No.	Description
10.1	Separation and Release Agreement by and between Helix Energy Solutions Group, Inc. and Robert P. Murphy effective March 8, 2010.
99.1	Press Release of Helix Energy Solutions Group, Inc. dated March 8, 2010 reporting strategic direction for Oil & Gas Business and announcing departure of Robert Murphy.



SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is entered into by and between Helix Energy Solutions Group, Inc., a Minnesota corporation (the "Company"), and Robert P. Murphy ("Murphy") (collectively, the "Parties").

WHEREAS, the Parties mutually desire to end their employment relationship in accordance with the terms of this Agreement; and

WHEREAS, the Company has made available to Murphy the Separation Benefits provided for herein in consideration for his execution of the Agreement and the waivers and releases contained herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Effective Date of Separation.**

Murphy's employment with the Company (and any affiliates of the Company) shall terminate on March 16, 2010, (the "Effective Date").

2. **Separation Benefits.**

Murphy acknowledges that, in consideration for his executing this Agreement, and the Release of Claims contained in Paragraph 4, that he is being provided with valuable new consideration to which he would not otherwise be entitled, provided that Murphy does not revoke this Agreement pursuant to Section 4(D)(9) herein (the "Revocation Period").

A. **Separation Payment**

On the date six (6) months following the Effective Date, the Company shall pay to Murphy the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), less applicable tax withholdings. From and beginning on the date seven (7) months following the Effective Date, Murphy shall be paid the sum total of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), less applicable tax withholdings, in six equal monthly installments.

B. **2009 and 2010 Target Bonus**

The Company agrees to pay Murphy, on March 15, 2010, or upon expiration of the Revocation Period, whichever is later, the amount of Three Hundred Thousand Dollars (\$300,000.00), less applicable tax withholdings, for his 2009 Target Bonus. Murphy agrees to accept this amount in full and complete satisfaction for all amounts owed or owing to him for the 2009 Target Bonus.

In further consideration for Murphy's release of claims in Section 4, the Company agrees to pay Murphy, on March 15, 2010, or upon the expiration of the Revocation Period, whichever is later, in respect of the 2010 Target Bonus, Six Hundred Thousand Dollars (\$600,000.00), less applicable tax withholdings. Murphy acknowledges and agrees that payment for the 2010 Target Bonus payment constitutes new and valuable consideration for his execution of this Agreement, including the Release of Claims in Section 4, in that he otherwise has no contractual right or legal claim to any Target Bonus for 2010.

C. **Restricted Stock: Lapsing of Forfeiture Restrictions and Accelerated Vesting of Shares of Stock**

Contemporaneously with the execution of this Agreement, the Parties entered into a Stock and Cash Award Amendment Agreement (the "Stock and Cash Award Amendment"), which is incorporated herein. Pursuant to the terms and conditions of the Stock and Cash Award Amendment, the Company agrees, with respect to 69,023 shares of restricted stock of the Company identified in the Stock and Cash Award Amendment, to lapse the Forfeiture Restrictions on those shares of restricted stock, and none other, thereby allowing those shares of restricted stock to immediately vest. Murphy acknowledges that the Company's agreement to lapse the Forfeiture Restrictions with respect to the shares of restricted stock identified in the Stock and Cash Award Amendment, which will allow for the immediate vesting of those shares of stock, constitutes new and valuable consideration for his execution of this Agreement and the releases contained herein.

Murphy acknowledges and agrees that as to all other shares of restricted stock (other than those identified in the Stock and Cash Award Amendment) that he previously may have been granted or awarded, under the 2006 Restricted Stock Award, the 2008 Restricted Stock Award, the 2009 Restricted Stock Award, the 2010 Restricted Stock Award, or any other award, that were not vested as of the Effective Date, all such shares shall be forfeited, cancelled and have no further force or effect.

Murphy further agrees that as to those shares of restricted stock which will become vested under the Stock and Cash Award Amendment, that unless he elects otherwise by remitting to the Company cash in an amount necessary to satisfy the Company's tax withholding obligations arising with respect to the vesting of his restricted stock, the Company shall satisfy its tax withholding obligations by withholding shares with a fair market value equal to the withholding obligation.

D. Cash Opportunity Awards

The Parties acknowledge that the Company previously granted to Murphy under the Company's 2009 Long-Term Incentive Cash Plan two cash payment opportunity awards, one dated January 2, 2009 (the "2009 Cash Opportunity Award") and one dated January 4, 2010 (the "2010 Cash Opportunity Award"). With respect to the 2009 Cash Opportunity Award, the Company, pursuant to the terms of the Stock and Cash Award Amendment, shall pay to Murphy, and Murphy agrees to accept in full and complete satisfaction for all amounts owed or owing to him under the 2009 Cash Opportunity Award, the sum total of \$529,533. With respect to the 2010 Cash Opportunity Award, the Company, pursuant to the terms of the Stock and Cash Award Amendment, shall pay to Murphy, and Murphy agrees to accept in full and complete satisfaction for all amounts owed or owing to him under the 2010 Cash Opportunity Award, the sum total of \$180,378.

The Company shall pay Murphy the cash opportunity awards for 2009 and 2010 upon expiration of the Revocation Period (provided Murphy does not revoke this Agreement).

Murphy further acknowledges and agrees that as to any other cash payment opportunity awards (other than as specified in the Stock and Cash Award Amendment) that he previously may have been awarded or granted, under the 2009 Long-Term Cash Incentive Plan or under any other Plan or Award Letter, that were not vested as of the Effective Date, all such outstanding awards or grants shall be deemed forfeited, cancelled and have no further force or effect.

E. Insurance Coverage

If Murphy elects to continue his medical, dental, and/or vision coverage for himself and his eligible dependents, the Company will continue to provide the same for twelve months from the Effective Date at the Company's cost.

F. Vacation

Murphy will be paid \$51,924 for 30 accrued, but unused, vacation days (based on 2010 salary), less applicable tax withholdings, upon expiration of the Revocation Period.

G. No Other Benefits or Perquisites

All other welfare or employment benefits not expressly provided for herein shall end or expire as of the Effective Date. All perquisites terminate as of the Effective Date, and Murphy shall receive no perquisite payments for any period after the Effective Date.

3. Covenants.

Murphy acknowledges and re-affirms that under the terms of the signed letter agreement between the Parties dated December 21, 2006 (the "Letter Agreement"), which incorporates and adopts the provisions with respect to termination of the form employment agreement attached to the signed offer of employment between the Parties dated January 22, 2006 (the "Form Agreement"), that Murphy continues to have certain non-solicitation and confidentiality obligations to the Company beyond the Effective Date of this Agreement. Company and Murphy agree that Murphy does not have any non-competition obligation to the Company as of this date and will not have any non-competition obligation beyond the Effective Date of this Agreement.

A. Non-Solicitation

Murphy acknowledges and re-affirms that pursuant to Section 5(b) of the Form Agreement, he shall not, directly or indirectly for a period of eighteen (18) months following the Effective Date, for himself or for any other individual, corporation, partnership, joint venture or other entity, make any offer of employment, solicit or hire any supervisor or employee of the Company or its affiliates, or induce or attempt to induce any employee of the Company or its affiliates to leave their employ, or in any way interfere with the relationship between the Company or its affiliates and any of their employees, including, but not limited to, employing, engaging as a consultant or advisor, or soliciting the employment of, or engaging as a consultant or advisor, any employee or agent of the Company or any of its affiliates, provided that the foregoing shall not prohibit the hiring of any individual who responds to a general solicitation of employment or any employee who previously resigned from the Company solely on his or her own accord without any solicitation, enticement or inducement whatsoever or communication regarding employment or potential employment with Murphy or anyone acting with or in concert with Murphy.

B. Confidentiality

Murphy acknowledges and re-affirms that pursuant to Sections 4(a) and (b) of the Form Agreement, that for a period of eighteen (18) months following the Effective Date, he will not disclose or use any Confidential Information of the Company or its affiliates (as that term is defined in Section 4(b) of the Form Agreement, which is incorporated herein by reference). Further, Murphy understands and acknowledges that his obligation to maintain the confidentiality of trade secrets and other intellectual property of the Company or its affiliates is unending. As an exception to this confidentiality obligation, the Parties agree that Murphy may disclose Confidential Information: (i) in connection with enforcing his rights under this Agreement; (ii) if compelled by law, in which case Murphy shall provide written notice to the Company at the earliest possible date prior to disclosure in order to allow the Company to take whatever measures the Company deems appropriate to protect its Confidential Information, trade secrets, or intellectual property; or (iii) if the Company provides written consent to Murphy prior to the disclosure.

C. Return of Company Property and Information

Murphy agrees that prior to the Effective Date, he will return to the Company all documents relating to the business and affairs of the Company or its affiliates, and all Confidential Information or intellectual property of the Company which is in his possession, custody or control, irrespective of the location or form of such material (including, but not limited to, written records, notes, photographs, manuals, notebooks, documentation, program listings, flow charts, magnetic media, disks, diskettes, tapes) and any and all other materials containing any Confidential Information or intellectual property, and that he shall not keep or retain any copies or excerpts of such information. Murphy further agrees that prior to the Effective Date, he will return to the Company all property of the Company in his possession, custody or control, including, but not limited to, computers, BlackBerry, keys, security cards, parking passes, credit cards, or any other property of whatever kind or type. Murphy agrees and hereby certifies that he will fully comply with the requirements of this paragraph by the Effective Date. Murphy further agrees that should it subsequently be determined by him or the Company that, notwithstanding the foregoing certification, he has failed to return all Company property, all documents relating to the business and affairs of the Company and its affiliates, information of the Company, or Confidential Information or intellectual property of the Company, that he will be obligated to promptly return to the Company such documents or property in his possession or control at the earliest practical time.

D. No Legal Challenge

Murphy covenants not to sue, institute, or cause to be instituted any action or proceeding challenging the validity of, the enforceability of, or the reasonableness of, the covenants and obligations in Section 3(A), (B) or (C). Murphy agrees that if he sues (or causes to be sued) the Company in violation of this provision, that he shall be liable to the Company for its reasonable attorneys' fees, and all other costs of litigation or arbitration.

E. Cooperation and Assistance

Definition of Cooperation – As used in this Agreement, “cooperate” and “cooperation” includes Murphy making himself available in response to all reasonable requests for information by the Company, the Securities and Exchange Commission (“SEC”), the Department of Justice (“DOJ”) or any other governmental authority with jurisdiction over the matter at hand, whether the request is informal or formal (e.g., in response to a subpoena in a legal proceeding), and includes fully, completely, and truthfully answering questions, assisting the Company in its prosecution or defense of any proceeding, civil or criminal, or providing testimony in any related proceeding, civil or criminal.

Agreement to Cooperate – Murphy agrees, acknowledges, represents and warrants that:

(1) he has: (i) not engaged in, nor encouraged any individual, in any way, to engage in the destruction or secretion of any information, in any form, including, but not limited to, documents and emails (“documentation”), that might be relevant to any investigation; (ii) turned over all documentation in response to prior requests; and (iii) responded, fully and truthfully, to all questions related to or arising from the subject matter of any such investigation that have been posed to him by employees, representatives of the Company, or any government agency;

(2) for a period of two (2) years after the Effective Date, upon reasonable request, he will cooperate fully with the Company and its affiliates, past or present, in connection with any internal investigation initiated by the Company, its affiliates, and any successors in interest, as well as with any external investigation initiated by any government or agency or instrumentality thereof in accordance with the Company's directives;

(3) for a period of two (2) years after the Effective Date, upon reasonable request of the Company, any subsidiary of the Company, or any successor-in-interest, to provide all documentation and information in Murphy's possession, custody, or control that is related to any internal or external investigation of the Company and its affiliates; and

(4) after two (2) years after the Effective Date, Murphy agrees upon request to provide continuing reasonable cooperation with the Company or any of its affiliates in responding to internal or governmental investigations.

All reasonable expenses incurred by Murphy in rendering cooperation under this subsection will be reimbursed by the Company.

4. **Release of Claims.**

A. **Irrevocable Waiver and Release**

For and in consideration of the Separation Benefits and other good and valuable consideration, for which Murphy acknowledges the sufficiency and receipt, Murphy, acting in his own behalf and on behalf of his respective heirs, executors, administrators, legal representatives, beneficiaries, successors and assigns, does hereby irrevocably and unconditionally release, acquit, waive and forever discharge the Company (as defined below) from any and all Claims (as defined below) and Damages (as defined below), whether known or unknown, asserted or unasserted, which are in any way on account of, relating to, arising out of, or arising from: (i) his role as an officer of the Company; (ii) his employment with the Company; (iii) any acts (or omissions) or conduct connected with his employment or acts (or omissions) occurring (or not occurring) during his employment with the Company; (iv) any breach of any duty to Murphy, breach of: employment agreements, compensation agreements, stock awards, long-term incentive cash plans or other incentive plans or awards, or employee benefit plans; (v) the separation of his employment with the Company and removal as an officer of the Company (whether it is by a resignation, constructive discharge or discharge); (vi) any business or contractual relationship with the Company; and (vii) any promises, representations or agreements concerning employment or future employment with the Company or benefits associated with employment or future employment by the Company.

For purposes of this Agreement, the "Company" is defined to include: (i) Helix Energy Solutions Group, Inc. and each and all of its subsidiaries and affiliated companies; (ii) the Company's (and affiliates') shareholders, officers, agents, employees, directors, supervisors, representatives (including without limitation, Owen E. Kratz), whether or not acting in the course and scope of employment, attorneys, insurers, health, welfare, pension, and retirement benefit plans, the Compensation Committee of the Board of Directors, and the fiduciaries and agents of said plans or committees, and any successors and assigns of the above; and (iii) all persons acting by, through, under, or in concert with any of the foregoing persons or entities.

For purposes of this Agreement, the term "Claims" comprehensively includes, but is not limited to, actions, lawsuits, proceedings, claims, causes of action, demands, grievances, liabilities, suits, and judgments, whether actual or potential, whether presently known or unknown, recognized by the law of any jurisdiction, whether arising in tort, in contract, at law, in equity, at common law, or under any federal, state, county or local statute or law, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, the Equal Pay Act, overtime and minimum wage claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., the Texas Commission on Human Rights Act, any violation of the Texas Labor Code or the Texas Business & Commerce Code, the Age Discrimination in Employment Act ("ADEA") 29 U.S.C. §§621 et seq., the Older Workers' Benefit Protection Act ("OWBPA"), the Employee Retirement Income Security Act ("ERISA"), including but not limited to Section 510, 29 U.S.C. §1140; any federal or state civil rights law, including but not limited to violations of 42 U.S.C. §1981; under any and all theories of recovery of whatsoever nature, under any theory of liability, whatsoever, including but not limited, to strict liability, negligence, gross negligence, recklessness, on account of breach of any duty, including breach of fiduciary duty, personal injury or sickness, intentional acts or omissions, actions for fraud, negligence, gross negligence, recklessness, intentional or malicious acts of any kind, intentional infliction of emotional distress, libel, slander, defamation, breach of contract, any action challenging the validity, enforceability of, or reasonableness of, the non-solicitation or confidentiality covenants herein, quantum meruit, promissory reliance, estoppel or promissory estoppel, detrimental reliance or negligent or reckless misrepresentation, wrongful discharge, claims under Sarbanes Oxley, "whistleblower" or retaliation claims, or wrongful discharge in violation of public policy.

The term "Damages" means any and all elements of relief of recovery of whatsoever nature, whether known or now unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, money damages of every description, including economic loss; property loss; personal injury; mental or emotional distress; attorney's fee; prejudgment or postjudgment interest; costs; any equitable relief; right to reinstatement; lost income; penalty wages; restricted stock awards; stock; cash awards; bonuses; employee benefits of any kind whatsoever, including but not limited to benefits which would have arisen from any employee benefit plan, benefits packages, retirement or deferred compensation plans, incentive plans, executive benefit plans or packages (except as provided in Paragraph 2 hereto); expenses; past or future loss of support, care, guidance, companionship, society, love, affection, household services, advice and counsel, pain and suffering, mental anguish, wage earning capacity; past and future medical expenses; punitive or exemplary damages; multiplication of compensatory damages under any theory whatsoever; front-pay; back-pay; and any other type of monetary relief whatsoever cognizable under any law.

This release applies to any claims brought by any person or agency on behalf of Murphy or any class action pursuant to which Murphy may have any right or benefit.

B. Covenant Not to Sue

To the maximum extent permitted by law, Murphy covenants not to sue or institute or cause to be instituted any action in arbitration, any federal, state or local agency or court against the Company, including but not limited to any of the Claims or Damages released in Paragraph 4 of this Agreement. Murphy agrees that with respect to a charge or complaint which may be filed by him or someone else with the Equal Employment Opportunity Commission ("EEOC") or the Texas Commission on Human Rights ("TCHR"), or his participation in an investigation by either agency, Murphy agrees not to be part of, or accept, any monetary or equitable recovery obtained by any such charge, complaint or investigation for Claims and/or Damages released herein and Murphy does hereby assign any such recovery or benefit to the Company.

Murphy agrees that if he sues the Company in violation of this Agreement, Murphy shall be liable to the Company for its reasonable attorneys' fees and other costs of arbitration or litigation incurred in defending against such a suit. Additionally, if Murphy sues the Company in violation of this Agreement, the Company can require Murphy to return all monies and other benefits paid to Murphy pursuant to this Agreement.

C. Exclusions to Release

Notwithstanding the foregoing, the release contained herein shall not apply to: (i) any rights that Murphy may have under this Agreement; (ii) Murphy's rights under applicable law (i.e., the COBRA law) to continued medical insurance coverage at Murphy's expense; and (iii) Murphy's statutory right to file a charge with the Equal Employment Opportunity Commission ("EEOC") or the Texas Workforce Commission/Civil Rights Division ("TWCCRD"), to participate in an EEOC or TWCCRD investigation or proceeding, or to challenge the validity of the release, consistent with the requirements of 29 U.S.C. § 626(f)(4).

D. Representations by Murphy; Revocation of Agreement

In connection with this release, Murphy represents that the statutory requirements for a waiver of his rights and claims under ADEA and the Older Workers Benefit Protection Act ("OWBPA") have been satisfied. Specifically, Murphy understands and agrees that:

- (1) this waiver and release is part of an agreement between him and the Company that is written in a manner calculated to be understood by him and that he in fact understands the terms, conditions and effect of this Agreement;
- (2) this Agreement refers to rights or claims arising under ADEA and the OWBPA;
- (3) he has a period of 21 days within which to consider whether to execute this Agreement, that no one hurried him into executing this Agreement during that 21 day period, and that no one coerced him into executing this Agreement;
- (4) he has carefully read and fully understand all the provisions of the release set forth in Section 5 of this Agreement, and declares that the Agreement is written in a manner that he understands;
- (5) through this Agreement, he is releasing the Company from any and all claims he may have against the Company and the other Parties specified above, as provided above, and that this Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f);
- (6) his agreement to all of the terms set forth in this Agreement is knowing and voluntary;
- (7) he knowingly and voluntarily intends to be legally bound by the terms of this Agreement;
- (8) he acknowledges that the Company is hereby advising him in writing to consult with an attorney of his choice prior to executing this Agreement; and
- (9) he understands that rights or claims under ADEA or the OWBPA that may arise after the date this Agreement is executed are not waived. He understands that he has a period of seven (7) days to revoke this Agreement to give the Company a complete release in exchange for Separation Benefits, and that he may deliver notification of revocation by letter or facsimile addressed to the Company's General Counsel. Murphy understands that this Agreement will not become effective and binding, and that none of the Separation Benefits described above in Section 2 of this Agreement will be provided to him until after the expiration of the Revocation Period, provided Murphy does not revoke this Agreement. The Revocation Period commences when Murphy executes this Agreement and ends at 11:59 p.m. on the seventh calendar day after execution, not counting the date on which Murphy executes this Agreement. Murphy understands that if he does not deliver a written notice of revocation to the

Company's General Counsel before the end of the seven-day period described above, this Agreement will become final, binding and enforceable.

(10) Murphy represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement made by the Company, or by any of the Company's agents, attorneys, or representatives with regard to the subject matter, basis, or effect of the release set forth in this Agreement, other than those specifically stated in this Agreement.

E. No Admission of Liability by the Company

The Company's decision to offer Separation Benefits in exchange for a release of claims shall not be construed as an admission by the Company of (i) any liability whatsoever; (ii) any violation of any of Murphy's rights or those of any person; or (iii) any violation of any order, law, statute, duty, or contract. The Company specifically disclaims any liability to Murphy or to any other person for any alleged violation of any rights possessed by Murphy or any other person, or for any alleged violation of any order, law, statute, duty, or contract on the part of the Company, its employees or agents or related companies or their employees or agents.

F. Release Binding on Murphy's Successors

The release set forth in this Section 4 of this Agreement shall be binding upon Murphy, and his heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of the Company. Murphy expressly warrants that he has not assigned, transferred or sold to any person or entity any rights, causes of action, or Claims or Damages released in this Agreement.

5. **Miscellaneous.**

A. Exclusive Obligations, Rights and Benefits

Except as otherwise provided in this Agreement, the obligations, rights, and benefits described in this Agreement supersede, negate and replace any other obligations, rights, and benefits owed to or offered by the Company to Murphy under the Letter Agreement of January 22, 2006, Form Agreement, and the Letter Agreement of December 21, 2006, which are hereby superseded and negated by the execution of this Agreement.

B. Entire Agreement

This Agreement sets forth the entire agreement between Murphy and the Company with respect to each and every issue addressed in this Agreement, and this Agreement incorporates the terms of the Stock and Cash Award Amendment, Sections 4, 5 and 6 of the Form Agreement, and any of the Company's benefit plans and related agreements in which Murphy has participated as an employee and officer of the Company. To the extent any of the terms in the above-listed documents conflict with the terms of this Agreement, the terms of this Agreement shall supersede. This entire, integrated Agreement fully supersedes any and all prior agreements or understandings, oral or written, between Murphy and the Company pertaining to the subject matter of this Agreement. Notwithstanding anything contained herein, nothing in this Agreement shall affect, limit or negate any provision of the Company's By-Laws or Articles of Incorporation with respect to indemnification of current or former officers and/or directors of the Company.

C. Exclusive Choice of Law and Arbitration Agreement

This Agreement constitutes an agreement that has been executed and delivered in the State of Texas, and the validity, interpretation, performance, and enforcement of that agreement shall be governed by the laws of that State.

In the event of any dispute or controversy arising out of or under this Agreement, or the Stock and Cash Award Amendment, or concerning the substance, interpretation, performance, or enforcement of this Agreement, or the Stock and Cash Award Amendment, or in any way relating to this Agreement and the Stock and Cash Award Amendment (including issues relating to that formation and the validity of this arbitration clause), the Parties agree to resolve those disputes or controversies, fully and completely, through the use of final, binding arbitration. This arbitration agreement applies to any disputes arising under (i) the common law; (ii) federal or state statutes, laws or regulations; and also to (iii) any dispute about the arbitrability of any claim or controversy. The Parties further agree to hold knowledge of the existence of any dispute or controversy subject to this Agreement to arbitrate, completely confidential. Murphy understands and agrees that this confidentiality obligation extends to information concerning the fact of any request for arbitration, any ongoing arbitration, as well as all matters discussed, discovered, or divulged (whether voluntarily or by compulsion) during the course of such arbitration proceeding. Any arbitration conducted pursuant to this arbitration provision will be conducted in accordance with the rules of the American Arbitration Association in accordance with its rules then in effect governing employment disputes and the arbitrator shall have full authority to award or grant all remedies provided by law. The arbitrator will have the discretion to permit discovery that

the arbitrator deems appropriate for a full and fair hearing. The arbitrator will issue a reasoned award, and the award of the arbitrator shall be final and binding. A judgment upon the award may be entered and enforced by any court having jurisdiction. Any arbitration proceeding resulting hereunder will be conducted in Houston, Texas before an arbitrator selected by the Parties by mutual agreement, or through the American Arbitration Association. This arbitration agreement does not limit or affect the right of the Company to seek an injunction to maintain the status quo in the event that the Company believes that Murphy has violated any provision of Section 3 of this Agreement. This arbitration agreement does not limit Murphy's right to file an administrative charge concerning the validity of the release set forth in Section 4 of this Agreement, with any appropriate state or federal agency.

D. Multiple Counterparts/Electronic Copies

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of such counterparts together shall constitute a single instrument. An electronic copy (including in .pdf format) or facsimile of a signature hereto will be binding upon the signatory as if it were an original signature.

E. Meaning of Separation From Service

For the purposes of this Agreement, "separation from service" has the meaning ascribed to that term in section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations issued thereunder by the Department of Treasury and the Internal Revenue Service. It is intended that the date of Murphy's separation from service will be the Effective Date.

F. Severability and Headings

The invalidity or unenforceability of a term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement, which shall remain in full force and effect. Any titles or headings in this Agreement are for convenience only and shall have no bearing on any interpretation of this Agreement.

G. Binding Nature

This Agreement shall be binding on the Company, its successors and assigns, and in the event of Murphy's death prior to the payment of benefits hereunder, the cash payments described herein will be made to Murphy's estate.

Please initial each page and sign below.

ENTERED INTO in Houston, Texas as of the 8TH day of March, 2010.

HELIX ENERGY SOLUTIONS GROUP, INC.

By: /s/ Anthony Tripodo

Name: Anthony Tripodo

Title: Executive Vice President & Chief Financial Officer

ENTERED INTO in Dallas, Texas as of the 8TH day of March, 2010.

/s/ Robert P. Murphy
Robert P. Murphy





PRESSRELEASE
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Contact: Tony Tripodo (EVP & CFO)

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Wallace (Investor Relations)**

Cameron

Helix Updates Strategic Direction for Oil & Gas Business And Announces Departure of Robert Murphy

Helix Energy Solutions (NYSE: HLX) announces today that it is engaging financial advisors to assist the Company in evaluating the strategic alternatives available for a complete divestment of its oil and gas business.

In December of 2008, the Company announced that it intends to divest an array of non-core assets, including all or part of its oil and gas assets. Since that announcement, the Company has divested nearly all of its interest in Cal Dive International and 100% of its reservoir consulting business, Helix RDS, and has sought to divest portions of its Gulf of Mexico shelf oil and gas assets. The Company believes the business environment has become more favorable for a transaction and will now look at the alternatives available to divest its entire oil and gas business.

The Company is unable to be specific with respect to a timetable for a divestment of its oil and gas business and there are many factors that will affect its ability to execute on a divestment, but it intends to aggressively focus on the monetization of its oil and gas business in order to complete its transformation to becoming a contracting services company focused on its core competencies in deepwater well intervention and subsea construction.

In connection with the underlying strategy and objectives concerning its oil and gas business, the Company announced that Robert P. Murphy, Executive Vice President-Oil and Gas, is leaving the Company. Johnny Edwards, the former head of Helix's oil and gas business and currently the president of the Company's oil and gas subsidiary, will return to his role to lead the Company's oil and gas division.

Owen Kratz, President and Chief Executive Officer of Helix, stated, "Robert Murphy has played a major role in the success of Helix in the development of our deepwater oil and gas business. Since Robert initially joined the Company, we have embarked on a different strategic direction for our oil and gas business. We appreciate all that Robert has done for Helix during his three and a half year tenure with the Company, and we wish him the best of success. I am pleased to have Johnny Edwards step back in to head our oil and gas operations and to assist us with evaluating our strategic options for that business. Johnny Edwards has served Helix for 16 years and is extremely familiar with the Company and its oil and gas business."

Helix Energy Solutions, headquartered in Houston, Texas, is an international offshore energy company that provides development solutions and other key life of field services to the open energy market as well as to our own oil and gas business unit. That business unit is a prospect generation, exploration, development and production company. Employing our own key services and methodologies, we seek to lower finding and development costs, relative to industry norms.

This press release contains forward-looking statements that involve risks, uncertainties and assumptions that could cause our results to differ materially from those expressed or implied by such forward-looking statements. All statements, other than statements of historical fact, are statements that could be deemed "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, any projections of revenue, gross margin, expenses, earnings or losses from operations, or other financial items; future production volumes, results of exploration, exploitation, development, acquisition and operations expenditures, and prospective reserve levels of property or wells; any statements of the plans, strategies and objectives of management for future operations; any statement concerning developments, performance or industry rankings; any statements regarding future economic conditions or performance; any statements of expectation or belief; and any statements of

assumptions underlying any of the foregoing. The risks, uncertainties and assumptions referred to above include the performance of contracts by suppliers, customers and partners; employee management issues; complexities of global political and economic developments; geologic risks and other risks described from time to time in our reports filed with the Securities and Exchange Commission ("SEC"), including the company's Annual Report on Form 10-K for the year ending December 31, 2009. We assume no obligation and do not intend to update these forward-looking statements.
