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): February 27, 2014

ORION MARINE GROUP, INC.

(Exact name of Registrant as specified in its charter)

Delaware	1-33891	26-0097459
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

12000 Aerospace Suite 300
Houston, Texas 77034
(Address of principal executive offices)

(713) 852-6500
(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:

□ 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))

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10.1 Real Estate Purchase and Sale Agreement (Jones Spoils Tracts, Harris County, TX) by and between PASADENA NITROGEN LLC, a Delaware limited liability company, as Seller, and CPB PROPERTIES, LLC, a Texas limited liability company, as Purchaser, and joined in by AGRIFOS HOLDINGS, INC., a Delaware corporation, effective February 26, 2014.

10.2 Employment Agreement between the Company and J. Michael Pearson, dated December 4, 2009 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed December 10, 2009) (File No. 001-33891).

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***99.2** Press Release dated February 27, 2014 announcing implementation of the Company's management succession plan and related changes in management.

Item 1.01 Entry into a Material Definitive Agreement.

Effective February 25, 2014, CPB Properties, LLC ("CPB"), a newly-formed, wholly-owned subsidiary of Orion Marine Group, Inc. (the "Company"), entered into a Real Estate Purchase and Sale agreement (the "PSA") to purchase approximately 340 acres of land located in Harris County, Texas, from Pasadena Nitrogen, LLC (the "Seller") for a purchase price of $22 million in cash, to be paid at closing. The closing occurred on February 26, 2014.

The Company financed the purchase of the land through a draw on the revolving portion of its credit facility. CPB and the Company intend to use the property as a dredge material placement area ("DMPA") along the upper Houston Ship Channel.

The PSA contains customary representations, warranties, and covenants between CPB and the Seller. Agrifos Holdings, Inc. ("Agrifos"), parent of the Seller, joined the PSA to accept joint and several liability with the Seller for all Seller's obligations under the PSA, whether such obligations arise before or after closing. The Seller, Agrifos, CPB, and the Company have also executed a mutual indemnification agreement as provided by the PSA and which is attached as an exhibit to the PSA.

The foregoing description of the PSA does not purport to be complete and is qualified in its entirety by reference to the complete text of the PSA, a copy of which is filed as Exhibit 10.1 to this Form 8-K and incorporated herein by reference.

Item 2.02 Results of Operations & Financial Condition.

The information disclosed in this Item 2.02, including Exhibit 99.1 (together, the "Item 2.02 Disclosure"), shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section. Furthermore, this Item 2.02 Disclosure shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act.

On February 27, 2014, the Company issued a press release announcing its financial results for the fourth quarter and full year ended December 31, 2013. A copy of the press release is attached to this Form 8-K as Exhibit 99.1 and incorporated into this Item 2.02 by reference.

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

(b), (c), (e) On February 27, 2014, the Company issued a press release announcing that the Board had implemented a management succession plan. A copy of the press release is attached to this Form 8-K as Exhibit 99.2 and incorporated herein by reference.

On February 25, 2014, J. Michael Pearson, the Company's President and Chief Executive Officer, notified the Company's Board of Directors (the "Board") of his plans to retire from employment with the Company at the end of 2014. As a result, the Board began to implement its succession plan and is working with Mr. Pearson to provide for a smooth transition over the next ten months.

As described in greater detail below, effective February 26, 2014, Mr. Pearson has relinquished the title of President but will continue to serve as the Company's Chief Executive Officer until December 31, 2014 and as a director of the Company following his full retirement from employment. The Board has elected Mark R. Stauffer, who currently serves as the Company's Executive Vice President and Chief Financial Officer, to succeed Mr. Pearson as President, effective February 26, 2014, and to succeed Mr. Pearson as Chief Executive Officer effective January 1, 2015. Given Mr. Stauffer's promotion, the Board has elected Christopher J. DeAlmeida, who currently serves as the Company's Vice President, Finance and Accounting, to the position of Vice President and Chief Financial Officer of the Company, effective February 26, 2014. There is no family relationship between Mr. DeAlmeida and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer and there are no related party transactions involving Mr. DeAlmeida.

J. Michael Pearson

On February 26, 2014, following Mr. Pearson's notice to the Company of his planned phased retirement, the Company and Mr. Pearson executed an amendment (the "Pearson Amendment") to his employment agreement, (the "Pearson Agreement" and, as amended on February 26, 2014, the "Amended Pearson Agreement"). The Pearson Amendment consolidated all prior amendments to the Pearson Agreement into the Amended Pearson Agreement.

The Pearson Agreement, as in effect prior to the Pearson Amendment, provided that Mr. Pearson would serve the Company as its President and Chief Executive Officer and was scheduled to expire on December 31, 2015. The Pearson Amendment provides that Mr. Pearson will continue to serve as the Company's Chief Executive Officer through December 31, 2014 at his current annual base salary of $540,750. In addition, Mr. Pearson received an immediate lump sum payment of $36,000 in consideration for entering into the Pearson Amendment. The Amended Pearson Agreement will expire upon his retirement from the Company, on December 31, 2014. Other than these changes, the Amended Pearson Agreement is substantially similar to the Pearson Agreement.

The foregoing description of the Amended Pearson Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Pearson Agreement and the Pearson Amendment, copies of which are filed as Exhibit 10.2 and 10.3, respectively, to this current report on Form 8-K, both of which are incorporated herein by reference.

Mr. Pearson, who also currently serves as a member of the Board, will continue to serve as a director following his date of retirement from employment, as his current directorship term does not expire until the Company's 2015 annual meeting of stockholders.

Mark R. Stauffer

On February 26, 2014, the Board named Mark R. Stauffer, age 51, to succeed Mr. Pearson as the Company's President, effective immediately. The Board will begin working with Mr. Stauffer and Mr. Pearson to ensure a smooth management transition, culminating in Mr. Stauffer's assumption of the title and duties of Chief Executive Officer on January 1, 2015, in addition to the title and duties of President.

Contemporaneous with the Board's promotion of Mr. Stauffer to President of the Company, the Company and Mr. Stauffer executed an amendment (the "Stauffer Amendment") to his employment agreement (the " Stauffer Agreement" and, as amended on February 26, 2014, the "Amended Stauffer Agreement"). The Stauffer Amendment consolidated an earlier amendment to the Stauffer Agreement into the Amended Stauffer Agreement.

The Stauffer Agreement, as in effect prior to the Stauffer Amendment, provided that Mr. Stauffer would serve the Company as Chief Financial Officer and was scheduled to expire on December 31, 2014. The Stauffer Amendment provides that, effective February 26, 2014, Mr. Stauffer will serve as President of the Company with an annual base salary of $475,000. In addition, the Stauffer Amendment provides that Mr. Stauffer will be elected Chief Executive Officer of the Company effective January 1, 2015 (the date of Mr. Pearson's full retirement from employment with the Company). The Amended Stauffer Agreement will expire on March 31, 2016 if not extended by the parties. Other than these changes, the Amended Stauffer Agreement is substantially similar to the Stauffer Agreement.

The foregoing description of the Amended Stauffer Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Stauffer Agreement and the Stauffer Amendment, copies of which are filed as Exhibits 10.4 and 10.5, respectively, to this current report on Form 8-K, both of which are incorporated herein by reference.

Christopher J. DeAlmeida

On February 26, 2014, the Board elected Christopher J. DeAlmeida, age 36, as the Company's Vice President and Chief Financial Officer. Contemporaneous with his promotion, the Company and Mr. DeAlmeida entered into an employment agreement (the "Amended DeAlmeida Agreement"), which amended and restated his existing employment agreement. The Amended DeAlmeida Agreement contained the following terms:

- Initial term expiring October 1, 2015 ;
- Annual base salary of $275,000;
- Eligibility for any other bonus and compensatory plans and perquisites as determined by the Compensation Committee of the Board in its discretion;
- Car allowance of $750 per month.
- In the event of Termination without Cause or for Good Reason not during a Protection Period (as such terms are defined in the Amended DeAlmeida Agreement), Mr. DeAlmeida will receive severance benefits of:

(1) Continued payment of his base salary for a period of twelve months, in accordance with the Company's standard payroll practices; (2) Monthly payment for a period of twelve months of $2,500 to cover transitional expenses; (3) Monthly payment for a period of twelve months of the monthly car allowance; plus (4) Lump sum payment equal to the most recent bonus awarded to Mr. DeAlmeida in accordance with the Company's Executive Incentive Plan ("EIP") or any replacement plan.

- o In the event of Termination without Cause or for Good Reason during a protection period, Mr. DeAlmeida will receive a severance payment, payable in a lump sum, of (a) thirty-six months of his base salary; (b) thirty-six months of $2,500 for transitional expenses; (c) thirty six times Mr. DeAlmeida's monthly car allowance, plus (d) three times the most recent bonus awarded to Mr. DeAlmeida pursuant to the EIP or any replacement plan.

The foregoing description of the Amended DeAlmeida Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of such document, a copy of which is filed as Exhibit 10.6 to this current report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

The following exhibit is furnished as part of this Report pursuant to Item 2.02.

*99.1 Press Release dated February 27, 2014 announcing the Company's financial results for the fourth quarter and full year ended December 31, 2013.

The following exhibits are filed as part of this Report pursuant to Item 1.01 or Item 5.02, as applicable.

*99.2 Press Release dated February 27, 2014 announcing implementation of the Company's management succession plan and related changes in management.

*10.1 Real Estate Purchase and Sale Agreement (Jones Spoils Tracts, Harris County, TX) by and between PASADENA NITROGEN LLC, a Delaware limited liability company, as Seller, and CPB PROPERTIES, LLC, a Texas limited liability company, as Purchaser, and joined in by AGRIFOS HOLDINGS, INC., a Delaware corporation, effective February 26, 2014.

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*10.6 Amended and Restated Employment Agreement between the Company and Christopher J. DeAlmeida, dated February 26, 2014.

The information in this Current Report on Form 8-K, including the exhibit, shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. Furthermore, this Current Report on Form 8-K, including the exhibit, shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934.

SIGNATURE

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.

Orion Marine Group, Inc.

Dated: February 28, 2014

By: /s/ Christopher J. DeAlmeida

Vice President and Chief Financial Officer

Exhibit Index

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REAL ESTATE PURCHASE AND SALE AGREEMENT
(Jones Spoils Tracts, Harris County, TX)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "***Agreement***") is made and entered into as of the Effective Date (as defined herein), by and between **PASADENA NITROGEN LLC**, a Delaware limited liability company, as Seller ("***Seller***"), and **CPB PROPERTIES, LLC**, a Texas limited liability company, as Purchaser ("***Purchaser***"), and joined in by **AGRIFOS HOLDINGS, INC.**, a Delaware corporation ("***Agrifos***"), for the limited purposes stated herein.

W I T N E S S E T H:

1. **Purchase and Sale.**

(a) **Land, Appurtenances and Utility Rights**. Subject to the terms, provisions and conditions hereof, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, all, but not a part of the following (including any rights any of the same acquired between the Effective Date hereof and Closing: (i) those certain tracts or parcels of land containing approximately 142.0521 acres and 194.5011 acres, respectively, out of the James Seymour Survey, Abstract No. 698 and the William Vince Survey, Abstract No. 78, in Harris County, Texas, as more particularly described by metes and bounds on **Exhibit A** which is attached hereto and incorporated herein by this reference (separately, the "***Land***"); (ii) all right, title and interest of Seller, if any, in and to that certain Access Easement Agreement (First Street and Jackson Street) dated as of November 1, 2012, recorded under County Clerk's File No. 20120511585 in the Real Property Records of Harris County, Texas (the "***Access Easement***"); and (iii) all right, title and interest of Seller, if any, in, to and under a certain reservation of drainage rights to access Cotton Patch Bayou in a Deed dated July 6, 1941, from Harris County Houston Ship Channel Navigation District to Horton & Horton, recorded at Volume 1163, Page 504 in the Real Property Records of Harris County, Texas, and related map recorded in Volume 20, Page 10 of the Map/Plat Records of Harris County, Texas, together with all right, title and interest of Seller, if any in and to (A) any and all improvements on the Land, (B) all other rights and appurtenances (including, without limitation, easements appurtenant) to the Land, (C) all easements or rights of Seller in adjacent roads and streets or in any adjacent alleys, strips or gores of land, and (D) all rights, commitments, reservations, allocations, service agreements, operating agreements and maintenance agreements with respect to the provision of utility service to the above-described land, including, without limitation, potable water supply, sewage treatment capacity, sanitary sewer line capacity, storm sewer and drainage capacity, and gas, electric, and telephone service (collectively, the "***Property***"). ***Notwithstanding the foregoing, however, the Property as defined herein specifically excludes the following: all telecommunications facilities, electric facilities, sanitary sewer, storm sewer, water pipelines and chemical products pipelines (including oil, gas and other petrochemical products pipelines) situated within the Property that are not owned by Seller.***

(b) **Indemnification regarding Post-Closing PHA Agreement Obligations**. Seller's predecessor in title acquired the Property from The Port of Houston Authority of Harris County, Texas ("***PHA***") pursuant to a certain Sale and Purchase Agreement between the PHA and Seller's predecessor in title (the "***PHA Agreement***"). Seller represents and warrants that a full and complete copy of the PHA Agreement is attached to this Agreement as **Exhibit B**. Purchaser, Orion Marine Group, Inc. ("***Orion***"), Seller and Agrifos will execute and deliver to each other at Closing an Indemnity Agreement in the form of **Exhibit E** attached to this Agreement (the "***Indemnity Agreement***").

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property (the "***Purchase Price***") shall be Twenty-One Million Nine Hundred Eighty Six Thousand Nine Hundred Ten and No/100 Dollars ($21,986,910.00), which amount is equal to the product of ONE AND 50/100 DOLLARS ($1.50) multiplied by the number of square feet contained within the boundaries of the Property based on an assumed acreage of 336.5 acres of land. If Purchaser obtains an Updated Survey as described in Section 4(a) hereof, then the Purchase Price shall be adjusted (increased or decreased) to an amount equal to the product of ONE AND 50/100 DOLLARS ($1.50) multiplied by the number of square feet contained within the boundaries of the Property as determined by the Updated Survey; provided, however, if the area determined by the Updated Survey varies from the assumed acreage set forth above by more than one percent (1.0%), then Seller shall have the right to terminate this Agreement by written notice given to Purchaser by the earlier of the Closing Date or five (5) days after Seller receives a copy of the Updated Survey from Purchaser reflecting a reduction in square footage of the Property by more than one percent (1%) from the above estimated acreage. If Seller timely elects to terminate the Agreement as aforesaid, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder other than the Surviving Duties (hereinafter defined). If Seller fails to timely terminate under this Section, then the Purchase Price will be adjusted and Seller's termination right under this Section 2 automatically expires. If Purchaser does not obtain an Updated Survey as set forth in Section 4(a) hereof, the Purchase Price will not be adjusted. The Purchase Price shall be paid in full in cash at the Closing.

3. **Earnest Money**.

(a) **Earnest Money.** Within one (1) business day after the date of execution of this Agreement by Purchaser and delivery of same to Seller, Purchaser will deliver to Old Republic National Title Insurance Company, 777 Post Oak Boulevard, Suite 100, Houston, Texas 77056 (Attention: Ms. Paige Dunlap, Escrow Officer) (the "***Title Company***"), the sum of Four Hundred Thousand and No/100 Dollars ($400,000.00) as earnest money (the "***Earnest Money***"). If Purchaser fails to timely deliver the Earnest Money, this Agreement shall be rendered void. The Earnest Money will be deposited by the Title Company promptly upon receipt in an interest-bearing money-market account at a FDIC-insured financial institution, with all interest accruing to the benefit of Purchaser, provided that Purchaser delivers the Title Company a completed IRS Form W-9.

(b) **Disposition.** In the event that this Agreement is terminated prior to the consummation of the purchase and sale of the Property in accordance with this Agreement, then the Earnest Money shall be delivered as provided herein or as otherwise directed in written instructions signed by both Purchaser and Seller. At the Closing, the Earnest Money (plus accrued interest thereon, if any) shall, at Purchaser's option, either be returned to Purchaser or be applied toward the Purchase Price.

4. **Updated Survey and Title Commitment**.

(a) **Survey.** Seller has previously delivered to Purchaser a copy of a Category 1A (land title) survey of the Property prepared by Rodolfo Sandoval, dated February 22, 2005 (the "***Survey***"). Before Closing, Purchaser may, at its sole cost and expense, obtain a new or updated boundary survey of the Land (the "***Updated Survey***"). The Updated Survey shall calculate and indicate on the face of the Updated Survey the gross acreage (to the nearest ten thousandth of an acre and converted to square feet) contained within the boundaries of the Land for purposes of calculation of any adjustment to the Purchase Price as set forth in Section 2 hereof. If Purchaser does not obtain an Updated Survey on or before the Closing Date, there shall be no adjustment to the Purchase Price.

(b) **Title Commitment; Permitted Encumbrances.** Purchaser has previously obtained from the Title Company a commitment for TLTA Form T-1 Owner Policy of Title Insurance covering the entire Property (the " ***Title Commitment***"), committing to insure Purchaser's rights in and to the Property at Closing in the amount of the Purchase Price, which Title Commitment is attached hereto as **Exhibit C**. All recorded instruments and other items (other than form policy exceptions) referenced as exceptions to title insurance in the Title Commitment (excluding the ROFR Agreement - See Section 9(b) hereof, and excluding requirements referenced in items 2 (first three sub-items only), 8, 11, 13, 14, and 15; provided, however, that (i) with respect

to item 15 of Schedule C, Seller will only be required to provide reasonable evidence that Agrifos Fertilizer LLC and Agrifos Fertilizer Inc. are one and the same entity, and (ii) Seller has no obligation to provide the easement contemplated in item 16 of Schedule C of the Title Commitment (except for its transfer to Purchaser of any right, title and interest of Seller therein as provided in Section 1(a)(iii) hereof) or ensure that the easement contemplated in item 16 of Schedule C of the Title Commitment is insurable), together with all laws and regulations affecting or restricting the use of the Property, all matters shown on the Survey and the Updated Survey, if any, all rights of third parties to use and maintain pipelines currently existing on the Property whether or not same are located within recorded easements or are covered by written license agreement, and all of the matters listed on **Exhibit F** attached hereto are herein collectively called the "***Permitted Encumbrances***." Notwithstanding that it is agreed hereby that on-the-ground survey items shall not be itemized as Permitted Encumbrances or exceptions to the warranty of title in the Deed (whether or not referenced in the Title Commitment), it is expressly agreed that all matters shown by the Survey and/or Updated Survey are Permitted Encumbrances. The preceding sentence of this Agreement survives Closing and execution and delivery of the Deed notwithstanding any contrary or apparently contrary provision in the Deed.

5. **Access; Confidentiality**.

(a) **Access; Insurance; Indemnity**. At any and all times after the Effective Date hereof while this Agreement remains in force, Purchaser, through its personnel, agents, consultants, contractors, affiliates and authorized persons, shall have the right to enter upon, inspect, survey and make studies of the Property; provided, however, that (i) Purchaser shall not drill into or take core or groundwater samples on or from the Property or perform or conduct other invasive testing or activity without the prior written consent of Seller which may be withheld in its sole and absolute discretion, (ii) such entry onto the Property shall be at Purchaser's sole risk, subject to the rights of parties in possession of the Property, and (iii) Purchaser (or such entering third party contractor(s), parties or agent(s)) shall have in force and provide at the time of entry a certificate of insurance naming each of Seller and Agrifos as an "additional insured" and reflecting that such party has in force a commercial general liability insurance policy with limits of at least $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate and automobile liability coverage with a combined single limit of $1,000,000.00. Purchaser shall indemnify and hold harmless Seller with respect to such activities of Purchaser (its personnel, agents, consultants, contractors, affiliates and authorized persons) upon the Property, and Purchaser shall restore any part of the Property disturbed by any such tests and inspections to substantially the same condition as existed immediately prior to such test or inspection procedure. Seller hereby agrees to cooperate fully with Purchaser and to provide Purchaser with such information and documentation as Purchaser reasonably requests in order to assist Purchaser in making the test or inspections or in evaluating the Property, provided that Seller shall not be required to incur any out-of-pocket cost (not paid or reimbursed by Purchaser) in providing information and cooperation. Purchaser is also free to contact government authorities regarding the Property, its condition, the availability of utility service and the development potential of the Property and Purchaser shall not be liable to Seller for any consequences thereof. Seller further agrees to reasonably cooperate and promptly provide necessary written consents and/or authorizations to Purchaser or applicable government entities to allow Purchaser to obtain information with respect to the Property. The foregoing indemnification by Purchaser shall survive Closing or the termination of this Agreement as a Surviving Duty.

(b) **Industrial District Agreement.** Seller has disclosed that the Property is subject to a certain Industrial District Agreement dated as of August 6, 2012, a copy of which is recorded under Harris County Clerk's File No. 20120370601 in the Real Property Records of Harris County, Texas, insofar as it relates to the Property (the "***Industrial District Agreement***").

6. **Sale In As-Is Condition; Certain Disclosures and Representations and Warranties by Seller.** Other than Seller's express warranties, representations and covenants expressly set forth in this Agreement, the Property shall be conveyed by Seller to Purchaser in "AS-IS" condition, "WITH ALL FAULTS" and without representation or warranty by Seller. Seller represents and warrants to Purchaser, as representations and warranties surviving Closing as limited by the further provisions hereof, that (i) the PHA Agreement is in full force and effect, is in the form attached to this Agreement as **Exhibit B**, and has not been amended by Seller or any affiliate of Seller, and to Seller's current actual knowledge has not been amended by any other

party, (ii) the Industrial District Agreement has not been amended by Seller or any affiliate of Seller since its initial execution and, to Seller's current actual knowledge, the Industrial District Agreement is in full force and effect, is in the form recorded in the Real Property Records of Harris County, Texas, and has not otherwise been amended, (iii) Seller is not in default of its obligations, if any, under the PHA Agreement or the Industrial District Agreement, (iv) Seller is party to and the Property is subject to that certain Temporary Access Agreement between Kinder Morgan Crude and Condensate LLC and Seller, a true and complete copy of which is attached hereto as **Exhibit I** (the "***Kinder Morgan Agreement***"), which has not been amended and is in full force and effect, and (v) Seller is not party to or bound by or aware of any contracts, agreements or commitments that will or may bind the Property or Purchaser after Closing other than the Permitted Encumbrances, PHA Agreement, the Industrial District Agreement, and the Kinder Morgan Agreement, except in accordance with Section 29 hereof. For purposes of all references in this Agreement to the PHA Agreement, the Industrial District Agreement and the Kinder Morgan Agreement, such terms do not include any amendments that have been entered into prior to (or are entered into after) the Effective Date hereof. Purchaser has not agreed to and is not obligated to assume (or accept the Property subject to) any other agreements that are not Permitted Encumbrances or otherwise expressly stated to be assumed by Purchaser under this Agreement; provided, however, that notwithstanding that the same is not recorded and not reflected as part of the Permitted Encumbrances, Purchaser acknowledges that Seller has disclosed to Purchaser the existence of, and provided Purchaser with a true, correct and complete copy of, a certain License and Use Agreement dated May 3, 2011 between Agrifos Fertilizer L.L.C. and ExxonMobil Oil Corporation regarding use of existing 16" HDPE pipe and two 10" HDPE pipes which may affect the subject Property and has not been amended by Seller or its affiliates or, to Seller's actual knowledge, any third party, and Purchaser agrees and acknowledges as a covenant and agreement surviving Closing that such License and Use Agreement is not warranted against by the terms of the Deed. Seller has not assumed and is not a party to the License and Use Agreement, but Seller agrees as a covenant surviving Closing that it will not and will have no right or power to amend the License and Use Agreement after Closing insofar as it affects any of the Property.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT (AND THEN SUBJECT TO THE LIMITATIONS SET FORTH IN THIS AGREEMENT). PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS" IN THE MANNER SPECIFIED IN THIS SECTION.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER WILL NOT RELY UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT TO THE PROPERTY, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT THE PROPERTY HAS BEEN USED FOR INDUSTRIAL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS A CONFINED DREDGE MATERIAL DISPOSAL FACILITY FOR THE DISPOSAL OF DREDGE MATERIAL FROM THE HOUSTON SHIP CHANNEL AND ITS TRIBUTARIES AND THE DOCKS AND BUSINESS FACILITIES SITUATED ON THE HOUSTON SHIP CHANNEL AND ITS TRIBUTARIES. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS EXECUTED PURSUANT HERETO,

ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY EXIST ON THE PROPERTY, AND PURCHASER, UPON CLOSING (EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS EXECUTED PURSUANT HERETO), SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

Purchaser hereby agrees that, if at any time after the Closing, any third party or any governmental agency seeks to hold Purchaser responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Property or emanating therefrom, then the Purchaser waives any rights it may have against Seller in connection therewith including, without limitation, under CERCLA (defined below), and Purchaser agrees that it shall not (i) implead the Seller, (ii) bring a contribution action or similar action against the Seller or (iii) attempt in any way to hold the Seller responsible with respect to any such matter, except to the extent set forth in the Indemnity Agreement. The provisions of this Section 6 shall survive the Closing. As used herein, "***Hazardous Materials***" shall mean and include, but shall not be limited to any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("***CERCLA***"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder.

7. **Certain Covenants of Seller Pending Closing**. In addition to the other covenants, representations and warranties of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that during the term of this Agreement Seller will not, without the prior written consent of Purchaser: (a) plat, restrict or encumber, or permit to be platted, restricted or encumbered, any portion of the Property; (b) change or consent to or acquiesce in a change of the land use, zoning, taxing jurisdictions or other regulations to which the Property is subject, (c) grant any licenses, easements or other uses affecting any portion of the Property except the rights granted in the Kinder Morgan Agreement; (d) permit any mechanic's or materialmen's liens to attach to any portion of the Property; (e) place or permit to be placed on, or remove or permit to be removed from, the Property any buildings, structures, or improvements of any kind owned by Seller, if any, or any soil, trees or other vegetation of any material nature or kind except as may be allowed by the Kinder Morgan Agreement; (f) excavate or permit the excavation or grading of the Property except as may be allowed by the Kinder Morgan Agreement; (g) cause or authorize the contamination of the Property or any part thereof with Hazardous Substances or Solid Waste as herein defined, or allow any dumping on or filling of the Property in any manner; (h) assign, transfer, convey or relinquish any utility or drainage rights or capacities relating to the Property; (i) assign, sell, transfer, encumber or alienate any part of the Property to any third party; (j) amend, terminate (except allowing expiration by its terms) or modify the Industrial District Agreement, the PHA Agreement, the Kinder Morgan Agreement, or any of the Permitted Encumbrances; (k) fail to comply in any material respect with its obligations, if any, under any Permitted Encumbrances or the Industrial District Agreement, the PHA Agreement, the Kinder Morgan Agreement, or any financing secured by a lien on the Property, or (l) dissolve, or alter or amend its organizational documents in any manner that would interfere with Seller's ability to perform any of its obligations under this Agreement. Furthermore, Seller represents and

warrants to Purchaser that, between the date of Purchaser's execution of this Agreement and the Effective Date hereof (i) Seller has not done any of the foregoing that would have been prohibited had this Agreement been in effect since that date, and (ii) neither Seller or Agrifos has breached its exclusivity covenant set forth in that certain Letter of Intent dated January 7, 2014, between Agrifos and Orion, as amended (the "***Exclusivity Agreement***").

8. **The Closing.** The consummation of the sale and purchase of the Property ("***Closing***") shall be held and concluded on or before February 28, 2014, or on such other date as may be mutually agreed upon in writing by Seller and Purchaser. The Closing shall be held at the offices of the Title Company and may be closed through escrow delivery of documents and funds through the Title Company as escrow agent and escrow closing instructions of each Purchaser and Seller not inconsistent with the terms of this Agreement. The exact day of the Closing (the "***Closing Date***") shall be the business day specified in at least three (3) business days' advance written notice by Purchaser to Seller and the Title Company in accordance with Section 15 hereof, or if no such notice is given, the Closing shall be held on the last day permitted by the terms of this Section.

(a) **Seller Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, the following, which delivery obligations shall be conditions concurrent with Purchaser's Closing obligations:

(i) A special warranty deed, fully executed and acknowledged by Seller, in form attached hereto as **Exhibit D** and incorporated herein by this reference (the "***Deed***"), conveying to Purchaser good and indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances (without reference to on-the-ground items from the Survey or Updated Survey even though made exceptions to such warranty by the terms of this Agreement) and in a condition in which the Title Policy may be issued to Purchaser subject only to the Permitted Encumbrances and standard form policy exceptions other than (i) parties in possession, and (ii) with the year of liens for taxes being completed as the year of Closing (with all prior taxes having been paid by Seller). At Purchaser's request, the Deed shall reserve a vendor's lien in favor of a third party lender from whom Purchaser is obtaining acquisition and/or development financing, if applicable. The metes and bounds description used in the Deed shall be the description provided with the Updated Survey.

(ii) The Certificate as to Non-Foreign Status described in Section 12 hereof, fully executed and sworn to by Seller.

(iii) The Indemnity Agreement in a sufficient number of Seller-executed and Agrifos-executed originals to provide Seller with at least two originals thereof and Purchaser two fully signed originals thereof.

(iv) An affidavit as to debts, liens and possession in favor of the Title Company and Purchaser, in standard form reasonably required by the Title Company, whereby Seller assures the Title Company and Purchaser (among other things reasonably requested by the Title Company) that there are no liens on the Property not being paid off by Seller at Closing, there are no unpaid bills for work performed by Seller on the Property or contiguous property owned by Seller that could give rise to mechanic's or materialmen's liens or claims associated with such work (and indemnifying the Title Company from any such claims), and that there are no parties in possession of the Property other than third parties who have rights to possession or placement of pipelines or improvements on the Property pursuant to the Permitted Encumbrances.

(v) Complete and full possession of the Property free and clear of all tenancies and leaseholds of every kind and all parties in possession except parties exercising only rights that are provided under the Permitted Encumbrances.

(vi) Intentionally deleted.

(vii) Such evidence of Seller's organization and good standing and Seller's and its representatives' authority to consummate this transaction and execute Closing documents pursuant to the terms

hereof as is acceptable to the Title Company for purposes of issuing the Title Policy and reasonably acceptable to Purchaser.

(viii) Notices required by City of Houston and City of Pasadena ordinances pursuant to notices filed under Clerk's File Numbers: M337573 and M494333.

(b) **Purchaser Deliveries.** At the Closing, Purchaser shall deliver or cause to be delivered to Seller, as a condition concurrent with Seller's Closing obligations, the following:

(i) The Purchase Price for the Property in the form of wire transfer of cash.

(ii) Purchaser-executed and Orion-executed counterparts of the Indemnity Agreement in the same number executed by Seller.

(iii) Notices required by City of Houston and City of Pasadena ordinances pursuant to notices filed under Clerk's File Numbers: M337573 and M494333.

(c) **Tax Prorations.** As of the Closing Date, Seller shall have paid all real estate taxes which are due and payable on the Property (except for payments as or in lieu of taxes due under the Industrial District Agreement ["***IDA Payments***"] which shall be handled, if at all, as provided in Section 29 hereof), except for the real property taxes due for the tax or assessment year (as applicable to the particular tax or payment during which the Closing occurs (which shall be prorated between the parties to the extent set forth herein). Purchaser shall obtain at or prior to Closing, at Seller's expense to be repaid to Purchaser at Closing, tax certificates from a property tax verification service reflecting that all of Seller's obligations for Taxes (defined below) applicable to periods prior to Closing are paid with respect to the Property (the "***Tax Certificates***").

(i) Seller shall be responsible for all standby fees, ad valorem taxes, and assessments (collectively, "***Taxes***") with respect to the Property that accrue for all periods prior to the Closing and Purchaser shall be responsible for all Taxes accruing for all periods on or after the Closing. Taxes with respect to the Property shall be prorated between Seller and Purchaser at Closing, as of the Closing Date. All prorations of Taxes shall be based on tax rates and assessed values for calendar year 2013. Such proration shall be considered final and there shall be not further true-up of the proration of Taxes post-Closing. The following provisions shall also apply to such prorations:

(ii) Seller shall be responsible for and agrees to immediately pay any and all assessments for streets, curbs, gutters, and off-site utility improvements that become due and payable with respect to the Property on or before the Closing Date (disregarding any option available to Seller to pay any lump sum assessment in installments over time).

The provisions of this Section 8(c) shall survive the Closing.

(d) **Costs of Closing.** Purchaser shall pay the recording costs for the Deed, the cost of the Updated Survey, the cost of all of its studies and investigations of the Property, the Title Policy, and one-half (1/2) of any Title Company escrow fees. Seller shall pay for the Tax Certificates, one-half (1/2) of any Title Company escrow fees, and all payments necessary to clear the Property of encumbrances that are not Permitted Encumbrances and of all liens of any nature or kind affecting the Property. Each party shall bear its own attorney's fees relating to this transaction.

9. **Conditions to Closing; ROFR Agreement.**

(a) **Conditions to Closing**. The obligations of Purchaser under the terms of this Agreement shall be contingent and conditioned upon the following:

(i) Performance of Covenants. That Seller shall have timely and fully performed all of

its material covenants and agreements due to be performed by Seller under this Agreement, unless waived in writing by Purchaser or deemed waived pursuant to any express provision of this Agreement.

(ii) Representations and Warranties. That all of Seller's representations and warranties in this Agreement were true and correct in all material respects as of the date given, and are true and correct in all material respects as of the Closing Date.

(iii) Condition of the Property. The Property shall be in the same condition as on the Effective Date, without any flooding, subsidence or other occurrence having materially affected its topography, its surface or subsurface geological condition for building purposes, or otherwise materially affecting its physical characteristics.

(iv) At Closing, Purchaser may, at its option and at its sole cost, purchase a TLTA Form T-1 Owner Policy of Title Insurance in the form committed to pursuant to the Title Commitment which as a condition to Purchaser's obligations hereunder must be issuable to Purchaser at Closing subject only to the Permitted Encumbrances and standard form exceptions to coverage provided for therein (with such endorsements as Purchaser qualifies and pays for, if any) (the "***Title Policy***"); provided, however, that if Purchaser's inability to obtain the Title Policy in the conditions required hereby is solely due to any action or breach of this Agreement by Purchaser then this condition shall be deemed satisfied.

If any of the conditions to Closing provided for in this Section 9(a) are not timely satisfied and do not result from Seller's default, then Purchaser shall have the option at or prior to the Closing to either (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money deposited by Purchaser with the Title Company shall be refunded to Purchaser free and clear of all rights and claims of Seller with respect thereto, and neither Purchaser nor Seller shall have any further rights or obligations under this Agreement except for the Surviving Duties, or (ii) waive such condition by written notice thereof to Seller (without waiving any cause of action against Seller in the event of Seller's misrepresentation or breach of covenant or warranty) and proceed to the Closing without any reduction in the Purchase Price as a result of such failure of condition. If the condition to Closing is not satisfied as a result of Seller's default, then Purchaser may pursue its remedies for such default by Seller.

(b) **Right of First Refusal**.

(i) Seller has disclosed to Purchaser the existence of a right of first refusal affecting the Property in favor of Rentech Nitrogen Partners, L.P. ("***RNP***"), pursuant to that certain Right of First Refusal and Purchase Option Agreement dated as of November 1, 2012, between Agrifos and RNP, a Memorandum of which is recorded under Harris County Clerk's File No. 20120515434 in the Real Property Records of Harris County, Texas (listed as exception/requirement 8 on Schedule C of the Title Commitment) (the "***ROFR Agreement***"). Seller represents that it has in its possession an originally executed Termination of Right of First Refusal and Purchase Option Agreement in recordable form (the "***Termination***") (a true and complete copy of which is attached hereto as **Exhibit K**) which Seller has a right to record in the Real Property Records of Harris County, Texas, upon satisfaction of the conditions stated in the ROFR Agreement. Upon Seller's execution and acceptance of this Agreement, Seller is obligated to deliver title to the Property to Purchaser at Closing free and clear of the ROFR Agreement any rights of RNP (and its successor and assigns) thereunder. By Seller's execution and acceptance of this Agreement, Seller is deemed to (and hereby does) represent and warrant to Purchaser that (A) Seller has given notice to RNP in compliance with the ROFR Agreement as necessary to trigger RNP's twenty (20) day period in which to elect to purchase the Property, and (B) RNP failed to exercise its right to purchase the Property under its right to do so under the ROFR Agreement within the time period afforded to RNP to make such election thereunder.

(ii) Seller represents that full and complete copies of the ROFR Agreement and the Termination have been delivered to Purchaser and the Title Company prior to the date of Purchaser's execution and delivery hereof to Seller, and have not been amended. Within one (1) business day after the execution of this Agreement by Purchaser and delivery of the Purchaser executed Agreement to Seller, Seller agrees to give notice of such offer to RNP and provide RNP a copy of this Agreement and any other information required to

be submitted to RNP pursuant to the ROFR Agreement so that the time period for RNP to elect to exercise its right of first refusal to purchase the Property runs at the earliest possible time, and provide a full and complete copy thereof to Purchaser and Title Company. Even though this Agreement is not yet binding and in effect, if Seller fails to comply with the requirements of the preceding sentence, then Purchaser's offer evidenced by its execution and submission of this Agreement to Seller shall automatically be deemed revoked and void. Seller represents and warrants to Purchaser that prior to the date of Purchaser's execution and delivery of this Agreement to Seller, Seller has delivered the Termination to the Title Company together with written instructions to the Title Company authorizing the Title Company to record the Termination upon the Closing pursuant to this Agreement, and it is a condition to Seller's execution and acceptance of this Agreement that such Termination will have remained on deposit with the Title Company at the same time Seller executes and accepts this Agreement. Seller shall not revoke its escrow instructions for the Termination or withdraw the Termination from the possession of the Title Company prior to Closing or termination of this Agreement.

10. **Defaults and Remedies**.

(a) **Seller's Default.** If Seller fails to perform any of Seller's obligations under this Agreement for any reason other than (i) the termination of this Agreement by Seller or Purchaser pursuant to any right to terminate expressly set forth in this Agreement (other than this Section), or (ii) Purchaser's failure to perform Purchaser's obligations when required to be performed under this Agreement, and such default by Seller (other than default in performance due at Closing, for which there is no notice or cure right) is not cured by the sooner of Closing or five (5) business days after Purchaser gives Seller written notice of such default, or if any of Seller's representations or warranties set forth in this Agreement are found to be materially inaccurate or untrue prior to or at Closing, then Purchaser, at Purchaser's option and (except as set forth below) as Purchaser's sole and exclusive remedy, shall have the right.

(i) to terminate this Agreement by giving written notice thereof to Seller, whereupon all Earnest Money shall be refunded to Purchaser free and clear of all rights and claims of Seller with respect thereto, and neither Purchaser (except as provided below in this Section 10(a)) nor Seller shall have any further rights or obligations hereunder except for the Surviving Duties; or

(ii) to enforce specific performance of the obligations of Seller under this Agreement and collect from Seller in such proceeding all of Purchaser's costs of court and legal fees incurred in connection therewith.

The foregoing remedies are, however, in addition to Purchaser's rights, as they may exist at law, to obtain injunctive or equitable relief to prevent Seller's breach, threatened breach or continued breach of any pre-Closing covenant of Seller under this Agreement, or to obtain declaratory judgment relief where applicable. Regardless of which remedy is selected by Purchaser, if Seller has made a material misrepresentation or materially breached a warranty contained in this Agreement, then Purchaser shall also be entitled to recover from Seller any damages suffered by Purchaser by reason thereof subject to the limitations set forth below; provided, however, that any suit or action for breach of any of the representations or warranties of Seller set forth herein must be filed with a court of competent jurisdiction within the Survival Period or any claim based thereon shall be deemed irrevocably waived. Unless expressly made to survive, all other obligations and covenants of Seller contained in this Agreement shall be deemed to have been merged into the Deed and shall not survive the Closing. Notwithstanding the foregoing, however, if actions taken by Seller make it impractical or impossible for Purchaser to obtain the substantial benefit of its bargain by enforcement of specific performance against Seller, then Purchaser shall be entitled as an additional remedy (unless and until it elects option (2) hereof) to recover from Seller damages in the amount of its out of pocket costs and expenses in connection with this Agreement not to exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) plus its other proven damages not to exceed an additional One Hundred Fifty Thousand Dollars ($150,000.00). The foregoing provisions do not govern the remedies of the parties after Closing with regard to obligations and liabilities of the parties under this Agreement which survive Closing, or arising under documents delivered by the parties to consummate the Closing of this transaction, such as claims under a warranty of title in the Deed, etc.

If Purchaser notifies Seller within one (1) year after Closing (the "***Survival Period***") that Purchaser discovered post-Closing that any representation or warranty made by Seller in this Agreement was not true and correct in any material respect and specifying the breach with particularity, subject to the limitations set forth below, Purchaser shall have available all remedies at law or in equity as a consequence thereof. If Purchaser does not notify Seller of the breach of any of its representations and warranties set forth in this Agreement and institute a lawsuit therefor in a court of competent jurisdiction prior to the expiration of the Survival Period after the Closing, Purchaser shall be deemed to have waived all of its rights to claim and sue for any breach by Seller of any of its representations and warranties made in this Agreement. Further, Purchaser agrees that any recovery against Seller in respect of Seller's covenants, indemnities, representations or warranties hereunder or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser hereunder at Closing *other than claims under the Indemnity Agreement and the Deed*, or under any law applicable to the Property or this transaction, shall be limited to Purchaser's actual damages (including consequential damages if and to the extent permitted by law) not in excess of ten percent (10%) of the Purchase Price paid to Seller at Closing in the aggregate for all such claims collectively, and that in no event shall Purchaser be entitled to seek or obtain any other damages of any kind, including, without limitation, speculative or punitive damages, or actual or consequential damages in excess of the stated cap. It is acknowledged that this cap applies in the aggregate to all damages collectively. The aforesaid cap on Purchaser's recoverable damages shall not apply to (and shall exclude) Seller's indemnity obligations in the Indemnity Agreement, Seller's warranty of title in the Deed, Seller's post-Closing proration adjustment obligations, and reasonable attorneys' fees, costs of litigation, and court costs.

(a) **Purchaser's Default.** If Purchaser fails to perform any of Purchaser's obligations under this Agreement for any reason other than (i) the termination of this Agreement by Seller or Purchaser pursuant to any right to terminate expressly set forth in this Agreement (other than this Section), or (ii) Seller's failure to perform Seller's obligations when required to be performed under this Agreement, and such default by Purchaser (other than default in performance due at Closing, for which there is no notice or cure right) is not cured by the sooner of Closing or five (5) business days after Seller gives Purchaser written notice of such default, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Purchaser, in which event the Earnest Money shall be delivered to Seller as liquidated damages free and clear of all rights and claims of Purchaser with respect thereto, and neither Purchaser nor Seller shall have any further rights or obligations under this Agreement. Seller hereby expressly waives all remedies and causes of action against Purchaser for Purchaser's failure to perform any of Purchaser's obligations at Closing other than the liquidated damages provided for in this Section 12(b), including, without limitation, any right to enforce specific performance of Purchaser's obligations. The foregoing remedies are, however, in addition to Seller's rights, as they may exist at law, to obtain injunctive or equitable relief to prevent Purchaser's breach, threatened breach or continued breach of any pre-Closing covenant of Purchaser under this Agreement, but Seller is waiving the right to seek specific performance of Purchaser's obligations to close this transaction. Nothing herein shall be construed as a waiver of or limit Seller's right to pursue all remedies against Purchaser at law and in equity with respect to Surviving Duties and any post-Closing obligations of Purchaser, including, without limitation, Purchaser's obligations under the Indemnity Agreement.

11. **Real Estate Commission.** Purchaser and Seller each represents to the other that there are no real estate agents or brokers entitled to a commission in connection with this purchase and sale of the Property as the result of any act, deed, promise or agreement of such party, other than CBRE, Inc. ("***Purchaser's Broker***"). Purchaser hereby agrees to indemnify and hold harmless Seller from and against any and all claims of any agent, broker, finder or other similar party (other than Purchaser's Broker) claiming through Purchaser, and Seller hereby agrees to indemnify and hold harmless Purchaser from and against any and all claims of any agent, broker, finder or other similar party (including Brokers) claiming through Seller. Seller hereby agrees to pay Purchaser's Broker in cash, at and only in the event of a Closing of this transaction, a real estate commission equal to three percent (3.0%) of the Purchase Price calculated in accordance with the provisions of Section 2 hereof.

12. **Seller's Non-Foreign Status.** Seller represents and warrants that Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and in the Rules and Regulations promulgated by the Treasury Department with respect thereto (collectively, "***Federal Tax Law***").

Therefore, at the Closing, Seller will deliver to Purchaser a certificate so stating, subscribed and sworn to by Seller, complying with Federal Tax Law (the "***Certificate as to Non-Foreign Status***"). If Seller fails to deliver the Certificate as to Non-Foreign Status at the Closing, subscribed and sworn to as described above, then, in either such event, the Title Company is hereby authorized to withhold from the Purchase Price otherwise payable to Seller, all sums required to be withheld by Purchaser under Federal Tax Law (and if the cash portion of the Purchase Price is insufficient for such purpose, then Seller shall deliver the shortfall in cash into escrow with the Title Company at Closing), and the Title Company will deliver such amount withheld (and/or delivered by Seller) to the Internal Revenue Service together with the appropriate forms prescribed by the U.S. Department of the Treasury, with copies being contemporaneously sent to both Seller and Purchaser.

13. **Time.** Time is of the essence in all matters pertaining to the performance of this Agreement.

14. **Notices.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Seller and purchaser as follows:

IF TO SELLER OR AGRIFOS: Pasadena Nitrogen LLC/Agrifos Holdings, Inc.
c/o Agrifos Partners LLC
712 Fifth Avenue, 39th Floor
New York, New York 10019
Attention: Hamza Slimani
Facsimile No.: (832) 201-7214
Email: hslimani@agrifos.com

COPY TO: Scheef & Stone, L.L.P.
500 North Akard Street
Suite 2700
Dallas, Texas 75201
Attention: Gardner Savage
Facsimile No.: (214) 706-4242
Email: Gardner.Savage@solidcounsel.com

IF TO PURCHASER: CPB Properties, LLC
12000 Aerospace, Suite 300
Houston, Texas 77034
Attention: Peter R. Buchler
Executive Vice President, CAO & General Counsel
Facsimile No.: 713-852- 6594
Email: pbuchler@orionmarinegroup.com

COPY TO: Jonathan Peckham, Esquire
Strasburger & Price, LLP
909 Fannin St., Suite 2300
Houston, Texas 77010
Facsimile No.: 832-397-3546
Email: jon.peckham@strasburger.com

Notices shall be sent and given, and deemed properly delivered and received, only as follows: (i) on the date delivered to the party's effective notice address hereunder, if hand delivered; (ii) on the date delivered to the party's effective notice address hereunder, if delivered by nationally-recognized overnight courier or private, receipted same-day courier; (iii) on the earlier of the date of actual delivery at the party's effective notice address hereunder (which will be deemed the date of first attempted delivery if refused or left unclaimed), or three (3) postal business days after deposited in the care, custody or control of the U.S. Postal Service, if by U.S. Mail, registered or certified, return receipt requested, properly addressed and postage prepaid, or (iv) on the date sent via facsimile transmission and confirmed as successful delivery by the sender's transmission equipment, provided that the sender contemporaneously sends such notice by

regular U.S. mail (or any other means allowed for delivery above). Any party may change its notice address and/or facsimile number for purposes hereof to any address within the continental United States that is (or includes) a street address that allows overnight delivery to such address by giving written notice of such change to the other parties hereto at least fifteen (15) days prior to the intended effective date of such change. Notwithstanding that email addresses are provided herein, email shall not be an effective means of giving notice under this Agreement for any purpose even if actually received and read.

15. **Authority.** Each party to this Agreement warrants and represents to the other that such party has full power and authority to enter into and perform its obligations under this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all approvals, consents and authorizations necessary or required by any state and/or federal law or private agreement in order for such party to enter into and perform its obligations under this Agreement have been obtained and all legal requirements fully complied with.

16. **Condemnation**.

(a) **Risk of Loss.** Seller shall bear all risk of condemnation of the Property until the Closing.

(b) **Purchaser's Option to Cancel.** If prior to the Closing any material portion of the Property is taken by eminent domain, or made the subject of condemnation proceedings (or proposed or threatened condemnation proceedings), Seller shall give Purchaser prompt written notice thereof and Purchaser may elect, by written notice to Seller within twenty (20) days after Purchaser shall have received written notice of such event from Seller, to cancel this Agreement without further liability. If Purchaser elects to cancel this Agreement, as aforesaid, then the Title Company will return the Earnest Money (and any Extension Payment) to Purchaser free and clear of all rights and claims of Seller with respect thereto, and thereafter neither Seller nor Purchaser shall have any further rights or obligations hereunder except for the Surviving Duties. For purposes hereof, a "***material portion of the Property***" means any portion of the Property that Purchaser determines in its good faith judgment will have a material, adverse affect on Purchaser's proposed use, improvement or operation of the Property after Closing for the purposes contemplated by Purchaser, or will materially impede full exercise or use of important access, drainage or other appurtenances to (or comprising part of) the Property, or will materially increase the cost of operation of the Property for Purchaser's intended uses, or materially reduce the resale value of the Property or future legally permitted uses to which it may be put in the future.

(c) **Failure to Cancel.** If any portion of the Property is taken by eminent domain or made the subject of condemnation proceedings (or proposed or threatened condemnation proceedings), and Purchaser does not elect to cancel this Agreement pursuant to Section 16(b) hereof, then at the Closing the following shall occur:

(i) Seller shall credit on account of the Purchase Price the amount of all condemnation awards actually received by Seller (whether retained by Seller or paid directly to the holder of any lien on the Property).

(ii) Seller shall also assign, transfer and set over to Purchaser all of Seller's right, title and interest in and to any awards that may be made with respect to any pending or future condemnation proceeding

(d) **Control of Condemnation Proceedings After Purchaser is "At-Risk".** If Purchaser has not cancelled this Agreement, Purchaser shall be entitled to participate in any condemnation proceeding on an equal basis with Seller and veto any proposed award or settlement offer not acceptable to Purchaser. If Seller's lienholder on the Property is entitled under its lien instruments to control such condemnation proceeding, and if such lienholder makes any material substantive decision in such proceeding that is unacceptable to Purchaser in Purchaser's sole and absolute (including arbitrary) discretion, then Purchaser shall be entitled to terminate this Agreement by written notice to Seller and receive a full refund of the Earnest

Money free and clear of all rights and claims of Seller with respect thereto, and neither Seller nor Purchaser shall have any further rights or obligations hereunder except for Surviving Duties.

17. **Entire Agreement**. This Agreement represents the entire agreement by and between Purchaser and Seller with regard to the subject matter dealt with herein, and it may not be modified except by written amendment executed by Purchaser and Seller.

18. **Effective Date**. The "***Effective Date***" hereof is the date on which the Title Company receives one or more fully executed copies of this Agreement, signed by Seller and Purchaser (including if delivered by fax or electronically), as indicated on its receipt signature page to this Agreement.

19. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Seller hereby acknowledges and agrees that Purchaser may assign all or part of its interest in this Agreement to any person or entity without the prior consent of Seller; provided, however, no such assignment shall release Purchaser from any of its liabilities or obligations under or with respect to this Agreement.

20. **Governing Law.** The terms, provisions and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for all suits and actions arising out of or in connection with this Agreement shall be proper only in the state and federal courts sitting in Harris County, Texas, and each party hereby consents to the assertion of personal jurisdiction by such courts over such party for the limited purposes of such suit but does not waive requirement for service of process in the manner prescribed by law.

21. **Severability.** If any provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, then the other provisions of this Agreement shall not be rendered invalid or otherwise affected thereby, all of which remaining provisions shall continue in full force and effect to the maximum extent permitted by applicable law.

22. **Survival of Covenants; Further Assurances.** The representations, warranties and covenants of Seller contained in this Agreement shall (to the extent not fully performed at or before Closing) survive the Closing. Seller and Purchaser each agree to execute and deliver such other documents, on or after the Closing Date, as are reasonably necessary to give effect to and carry out the transaction herein contemplated.

23. **Exhibits**. All exhibits referenced in this Agreement as being attached hereto are incorporated herein by this reference and shall constitute a part of the terms, covenants, conditions and provisions hereof, as if set forth herein verbatim (except to the extent that an Exhibit is an existing executed document or Closing document form, in which event they are incorporated for information and reference only and the terms thereof are not binding on the parties unless and until executed as a Closing document delivered under the terms hereof).

24. **Certain Required Notices/Disclosures**.

(a) **Notice Regarding Possible Liability For Additional Taxes**. If for the current ad valorem tax year the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, Purchaser may not be allowed to qualify the Property for that special appraisal in a subsequent year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located. If Seller has claimed the benefit of laws permitting a special use valuation for the purpose of ad valorem taxes on the Property and if, after the Closing, Purchaser changes the use of the Property from its

present use and such change results in the assessment of additional taxes, then those additional taxes will be Purchaser's obligation, notwithstanding that some or all of those additional taxes may relate back to the period prior to Closing.

(b) **Notice Regarding Possible Annexation**. IF ANY PORTION OF THE PROPERTY IS LOCATED OUTSIDE THE LIMITS OF A MUNICIPALITY, THE PROPERTY MAY NOW OR LATER BE INCLUDED IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND MAY NOW OR LATER BE SUBJECT TO ANNEXATION BY THE MUNICIPALITY. EACH MUNICIPALITY MAINTAINS A MAP THAT DEPICTS ITS BOUNDARIES AND EXTRATERRITORIAL JURISDICTION. TO DETERMINE IF ANY PORTION OF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION OR IS LIKELY TO BE LOCATED WITHIN A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION, PURCHASER IS ADVISED TO CONTACT ALL MUNICIPALITIES LOCATED IN THE GENERAL PROXIMITY OF THE PROPERTY FOR FURTHER INFORMATION.

(c) **Real Estate Broker Notice to Purchaser**. The Texas Real Estate License Act requires that Purchaser be advised that he should either (i) have an attorney examine an abstract of title to the Property, or (ii) obtain a title insurance policy covering the Property. Notice to that effect is, therefore, hereby given to and acknowledged by Purchaser.

(d) **Disclosure Regarding Landfill**. Seller has disclosed to Purchaser that a portion of Tract 1 of the Property is affected by a closed municipal landfill as delineated on the drawing attached hereto as **Exhibit H** (the "***Landfill***). The Indemnity Agreement will provide that Purchaser and Orion will indemnify and defend Seller from and against any claims, liabilities, costs and expenses (including reasonable attorney fees) arising as a result of any operations conducted by Purchaser or its successors or assigns on the Landfill, including, without limitation, any excavation, drilling or construction thereon.

25. **Surviving Duties**. The term "***Surviving Duties***" shall mean any and all duties or obligations which are expressly stated to survive termination of this Agreement or Closing hereunder, including, without limitation, Purchaser's obligations contained in Section 4 hereof and any indemnity obligations set forth herein.

26. **Saturday, Sunday or Legal Holiday**. If any date set forth in this Agreement for the performance of any obligation by Purchaser or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, then the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. For purposes of this Section, "***legal holiday***" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Harris County, Texas, for the observance thereof.

27. **Headings; Construction**. The headings contained in this Agreement are for reference purposes only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. All references in this Agreement to "herein", "hereunder" or "hereby" shall refer to this entire Agreement rather than any particular section, paragraph, subparagraph, clause or provision, unless specifically stated otherwise.

28. **Time of Acceptance**. In the event Seller shall fail, by 5:00 P.M., local Houston (Texas) time, on February 25, 2014, to accept this Agreement by executing a counterpart of this Agreement in the space provided for Seller's signature, and causing Agrifos to execute a counterpart of this Agreement in the space provided for Agrifos' signature (Agrifos' signature being a condition to Seller's acceptance hereof and to the binding effectiveness of this Agreement), and delivering such Seller and Agrifos executed counterparts to the Title Company (in original signature form, or by telecopy/fax, or in PDF email file), then the offer evidenced by Purchaser's execution and delivery of this Agreement (the "***Offer***") shall automatically terminate and be deemed revoked; the parties acknowledge that Purchaser shall have the right to withdraw the Offer by written notice to Seller at any time prior to acceptance of this Agreement as aforesaid. It is a condition to the

effectiveness of this Agreement that Purchaser, Seller and Agrifos execute and deliver this Agreement. Contemporaneously with such acceptance by Seller, Seller shall send a copy of the fully executed Agreement to Purchaser. Immediately upon receipt of the fully executed Agreement by the Title Company, the Title Company shall receipt for same in the space provided below and promptly deliver a fully executed, receipted copy of this Agreement to Seller and one to Purchaser. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which shall together constitute one and the same Agreement. This Agreement may be accepted by delivery of original signatures, or by telecopy/fax transmission or PDF email file.

29. **Industrial District Agreement.** At Closing, the parties will indemnify each other for certain liabilities under the Industrial District Agreement as provided in the Indemnity Agreement. After Closing, Seller and Purchaser will cooperate with each other and will use good faith commercially reasonable efforts to obtain a partial Assignment and Assumption Agreement with respect to the Industrial District Agreement which is approved by the City of Houston and on the form prescribed by the Industrial District Agreement relating only to the Property, and to attempt to have the City of Houston agree not to charge payments in lieu of tax under the Industrial District Agreement with respect to portions of the Property that are already located within and being taxed by the City of Pasadena, Texas. Seller does not warrant or represent that such partial assignment or amendment of the Industrial District Agreement can be obtained but Seller and Purchaser will cooperate in all reasonable respects (including execution of disclosure and similar documentation as required by the City) in the effort of either party to obtain such approvals; provided that neither party shall be required to incur any out of pocket expense (except its own outside counsel attorney's fees as it deems necessary) in pursuing such assignment, assumption and/or amendment of the Industrial District Agreement. The covenants and obligations of the parties contained in this Section shall survive Closing, but the covenant of cooperation shall continue only for a period ending on the earlier date of two years after Closing or the date that the aforesaid assignment and assumption is completed (or the date on which Purchaser enters into its own industrial district agreement with the City of Houston if sooner); provided, however, that if Purchaser's continuing efforts (for up to the balance of the aforesaid 2 year cooperation period) to obtain the amendment referenced above after the assignment and assumption is completed, then Seller's cooperation will continue during the balance of said 2 year period while Purchaser's efforts continue, to the extent necessary in connection with any amendment of the Industrial District Agreement.

30. **Agrifos Jointly Liable with Seller**. Agrifos joins herein for purposes of agreeing and hereby agrees with Purchaser, as an agreement that survives Closing, that Agrifos is jointly and severally liable with Seller for all of Seller's obligations and liabilities under this Agreement, including, but not limited to, liabilities and obligations for Seller's breaches of and defaults under this Agreement and for which Seller remains responsible after Closing under the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURE PAGE(S) FOLLOW]

EXECUTED by the parties on the respective dates set forth below by their signatures, to be effective as of the Effective Date.

PURCHASER:

CPB PROPERTIES, LLC, a Texas limited liability company

By: /S/ J. M. Pearson_____
J. M. Pearson
Chief Executive Officer
Date: February _3__, 2014

[REMAINDER OF PAGE INTENTIONALLY BLANK -

SIGNATURE PAGE OF SELLER AND AGRIFOS FOLLOWS]

SELLER:

PASADENA NITROGEN LLC,
a Delaware limited liability company

By: /S/ H. Slimani

Name: Hamza Slimani_____

Title: Vice President_____

Date: February _25_, 2014

AGRIFOS (joining in this Agreement for the limited purposes of agreeing to the terms and conditions of Section 30 hereof):
AGRIFOS HOLDINGS INC., a Delaware corporation

By: /S/ H. Slimani

Name: Hamza Slimani

Title: Vice President

Date: February _25_, 2014

EXHIBITS:

Exhibit A - Description of the Land
Exhibit B - PHA Agreement
Exhibit C - Title Commitment
Exhibit D - Form of Special Warranty Deed
Exhibit E - Form of Indemnity Agreement
Exhibit F - Permitted Exceptions
Exhibit G - [Intentionally Omitted]
Exhibit H - Landfill
Exhibit I - Kinder Morgan Agreement
Exhibit J - [Intentionally Omitted]
Exhibit K - Copy of the Termination

[REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURE/RECEIPT PAGE OF TITLE COMPANY FOLLOWS]

TWO (2) FULLY EXECUTED COUNTERPART OF THIS CONTRACT, SIGNED BY PURCHASER, SELLER *AND AGRIFOS*, RECEIVED this _25__ day of February, 2014 (the "***Effective Date***"). The undersigned agrees upon receipt of the Earnest Money described in Section 3 hereof, in good, collected funds, and a completed IRS Form W-9 from Purchaser, to promptly deposit the same in an interest-bearing money-market account as herein specified.

TITLE COMPANY:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: /S/ Paige A. Dunlap_____

Print Name: Paige A. Dunlap

Title: AVP

EARNEST MONEY IN THE AMOUNT OF $400,000.00 RECEIVED this __4__ day of February, 2014.

TITLE COMPANY:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: /S/ Paige A. Dunlap

Print Name: Paige A. Dunlap

Title: AVP

February 26, 2014
Consolidated Amendment to

EMPLOYMENT AGREEMENT

_____JAMES M. PEARSON_____

This **Consolidated Amendment** (this "**Amendment**") to that certain **EMPLOYMENT AGREEMENT**, dated as of December 4, 2009 (this "**Agreement**"), is by and between Orion Marine Group, Inc., a Delaware corporation (the "**Company**"), and **JAMES M. PEARSON** (the "**Key Employee**").

W I T N E S S E T H:

WHEREAS, the Company has identified the below signed individual as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes the undersigned individual's ongoing efforts as a Key Employee and desires to continue to reward those efforts to protect and enhance the best interests of the Company;

WHEREAS, subsequent to the execution of the Agreement on December 4, 2009, it has been amended twice (the First Amendment effective January 1, 2012 and the Second Amendment effective January 1, 2014 (hereinafter the "**Prior Amendments**")), extending the Term of the Agreement by an additional two years, each, thus providing that the Agreement currently expires on December 31, 2015;

WHEREAS, the Key Employee has on February 25, 2014 tendered his resignation (a) as an employee and Chief Executive Officer of the Company, effective December 31, 2014, and (b) as President effective February 25, 2014, and thus shall continue in the employ of the Company and as Chief Executive Officer until December 31, 2014;

WHEREAS, the Agreement, as currently amended shall expire on **December 31, 2015**; and both the Company and the Key Employee desire, by mutual agreement, to reduce the Agreement's term, as last amended, to only an additional one (1) year period; and

NOW, THEREFORE, in consideration of the lump sum amount of Thirty-Six Thousand Dollars (**$36,000.00**), to be paid to Key Employee upon execution of this Agreement, in accordance with and subject to the Company normal payroll policies and procedures, including payroll withholding obligations, and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

ARTICLEI

ARTICLEII **PURPOSE, DEFINITIONS AND INTERPRETATIONS**

1. **Purpose.** The purpose of this **Consolidated Amendment** to the Agreement is to evidence the Parties' mutual agreement to reduce the Agreement's term, as last amended, to only an additional one (1) year period, under the terms and conditions as hereinafter provided, and to consolidate, supersede and replace the First and Second Amendments to the Agreement into this single Consolidated Amendment.

2. **Definitions**. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

3. **Interpretations.** In this Amendment, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such terms**.**

ARTICLE II
AGREEMENT

The parties hereby mutually agree to the following terms as reflected below.

2.1 Term. Notwithstanding Section 2.1 of the Agreement and the mutually agreed terms of the Second Amendment to the Agreement dated November 21, 2013, the Parties do hereby mutually agree that Section 2.1 of the Agreement shall, effective immediately and forever thereafter be superseded and replaced with the following:

"The term of this Agreement commenced on the Effective date of this Agreement and ended on **December 31, 2011** (the **"Initial Term**") and was subsequently extended twice for a two year term each, currently expiring on December 31, 2015; however, the term of the Agreement, as so extended is hereby reduced to only one (1) year additional period commencing **January 1, 2014** and ending on **December 31, 2014**."

2.2 Base Salary. During the Initial and subsequent Terms, the Key Employee has received one or more increases in Base Salary and therefore it is appropriate to reflect said increase(s) in the Base Salary provision of the Agreement and, as a result, the Parties do hereby mutually agree that Section 2.3 (a) of the Agreement shall, effective January 1, 2014 and forever thereafter be supersede and replaced with the following:

" (a) **Base Salary**. Key Employee will receive a Base Salary at the rate of Five Hundred and Forty Thousand, Seven Hundred and Fifty Dollars ($540,750) per annum payable in periodic installments in accordance with the Company's normal payroll practices and procedures, which base salary may be increased (but not decreased) by the Company from time to time."

ARTICLE III
OTHER TERMS

3.01 Consolidated Amendment: This Amendment does hereby consolidate, supersede and replace the Prior Amendments to the Agreement into this single Consolidated Amendment.

3.02 Remaining Terms of the Agreement: Except to the extent specifically provided herein to the contrary in this Amendment, all terms, conditions, understandings and agreements between the Parties, as set forth in the Agreement shall be binding upon and inure to the benefit of each of the respective Parties, as set forth in the Agreement.

3.03 Severability Clause: If any portion of this Amendment (or the Agreement, as extended hereunder), is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of the document(s) shall continue in full force and effect.

3.04 Headings: The headings are for convenience only and may not be used to construe or interpret this Amendment.

3.05 Counterparts and Signatures: This Amendment may be executed in one or more counterparts, and by each of the respective Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, facsimile and electronically transmitted signatures shall be deemed originals for all proposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

THE COMPANY
ORION MARINE GROUP, INC.

By: __/S/ Mark. R. Stauffer_____
Mark R. Stauffer, President
Date: ---------- February 26, 2014

KEY EMPLOYEE

__/S/ James. M. Pearson_____
Name: **James M. Pearson**
Date: February 26, 2014

February 26, 2014
Consolidated Amendment to

EMPLOYMENT AGREEMENT

_____MARK R. STAUFFER_____

This **Consolidated Amendment** (this "Amendment") to that certain **EMPLOYMENT AGREEMENT**, dated as of January 1, 2011 (this "**Agreement**"), is by and between Orion Marine Group, Inc., a Delaware corporation (the "**Company**"), and Mr. MARK R. STAUFFER (the "**Key Employee**").

W I T N E S S E T H:

WHEREAS, the Company has identified the below signed individual as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes the undersigned individual's ongoing efforts as a Key Employee and desires to continue to reward those efforts to protect and enhance the best interests of the Company;

WHEREAS, subsequent to the execution of the Agreement on December 4, 2009, it has been amended once (the First Amendment effective January 1, 2013 (hereinafter the "**Prior Amendment**")), extending the Term of the Agreement by an additional two years, thus providing that the Agreement currently expires on December 31, 2014;

WHEREAS, J. Michael Pearson has on February 25, 2014 tendered his resignation (a) as an employee and Chief Executive Officer of the Company, effective December 31, 2014, and (b) as President effective February 25, 2014, and as a result, the Board of Directors of the Company has promoted the Key Employee to the position of President, effective immediately, and as Chief Executive Officer, effective January 1, 2015;

WHEREAS, the Agreement, as amended to date, is to expire on **December 31, 2014**; and due to the Key Employee's above described promotions both the Company and the Key Employee desire to extend the Agreement for an additional fifteen (15) month period; and

NOW, THEREFORE, in consideration of the respective covenants and agreements set forth below, the parties hereto agree as follows:

ARTICLEI

ARTICLEII **PURPOSE, DEFINITIONS AND INTERPRETATIONS**

1. **Purpose.** The purpose of this **Consolidated Amendment** to the Agreement is to evidence the Parties' mutual agreement to a fifteen (15) month extension to the Agreement, as amended, under the terms and conditions as hereinafter provided, , and to consolidate, supersede and replace the Prior Amendment to the Agreement into this single Consolidated Amendment.
2. **Definitions**. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.
3. **Interpretations.** In this Amendment, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such terms**.**

ARTICLE II
AGREEMENT

The parties hereby mutually agree to the following terms as reflected below.

2.1 Term. Notwithstanding the provision contained in Section 2.1 of the Agreement that the "Agreement may be extended for an additional period at the end of the Initial Term ("**Renewal Term**") upon the mutual agreement of the parties entered into at least 30 days prior to the end of the Initial Term", the Parties do hereby mutually agree to waive and delete the "30 days

prior" requirement and do hereby mutually agree that Section 2.1 of the Agreement shall, effective at the end of the Initial Term and forever thereafter be supersede and replaced with the following:

> "The term of this Agreement commenced on the Effective date of this Agreement and end on **December 31, 2012** (the **"Initial Term**") and was subsequently extended for a two year term, currently expiring on **December 31, 2014**; however, the Agreement is hereby further extended for (a) an additional fifteen (15) month period commencing **February 26, 2014** and ending on **March 31, 2016**, and (b) for such other subsequent periods of time as from time to time may be mutually agreed between the Parties and entered into at least thirty (30) days prior to the end of the current term or any such other respective extended term."

2.2 Compensation.

Base Salary. During the Initial Term, the Key Employee has received one or more increases in Base Salary and therefore it is appropriate to reflect said increase(s) in the Base Salary provision of the Agreement and, as a result, the Parties do hereby mutually agree that Section 2.3 (a) of the Agreement shall, effective at the end of the Initial Term and forever thereafter be supersede and replaced with the following:

> "(a) **Base Salary**. Key Employee will receive an initial Base Salary at the rate of Four Hundred and Seventy-Five Thousand Dollars ($475,000) per annum payable in periodic installments in accordance with the Company's normal payroll practices and procedures, which base salary may be increased (but not decreased) by the Company from time to time."

ARTICLE III
OTHER TERMS

3.01 Consolidated Amendment: This Amendment does hereby consolidate, supersede and replace the Prior Amendment to the Agreement into this single Consolidated Amendment.

3.02 Remaining Terms of the Agreement: Except to the extent specifically provided herein to the contrary in this Amendment, all terms, conditions, understandings and agreements between the Parties, as set forth in the Agreement shall be binding upon and inure to the benefit of each of the respective Parties, as set forth in the Agreement.

3.03 Severability Clause: If any portion of this Amendment (or the Agreement, as extended hereunder), is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of the document(s) shall continue in full force and effect.

3.04 Headings: The headings are for convenience only and may not be used to construe or interpret this Amendment.

3.05 Counterparts and Signatures: This Amendment may be executed in one or more counterparts, and by each of the respective Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, facsimile and electronically transmitted signatures shall be deemed originals for all proposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

THE COMPANY
ORION MARINE GROUP, INC.

By: __/S/ J. Michael Pearson___
J. Michael Pearson, CEO
Date: ---------- February 26, 2014

KEY EMPLOYEE

__/S/ Mark R. Stauffer_____
Name: **Mark R. Stauffer**
Date: February 26, 2014

February 26, 2014

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

Christopher J. DeAlmeida

This **Amended and Restated Employment Agreement** (this "Amendment") amends, supersedes and replaces that certain **EMPLOYMENT AGREEMENT**, dated as of March 7, 2013 (this "**Agreement**"), entered into by and between Orion Marine Group, Inc., a Delaware corporation (the "**Company**"), and Mr. Christopher J. DeAlmeida (the "**Key Employee**").

W I T N E S S E T H:

WHEREAS, the Company has identified you as a Key Employee who is an integral part of the Company's operation and management and as a result entered into the Agreement with him;

WHEREAS, the Company recognizes your efforts as a Key Employee and desires to reward those efforts to protect and enhance the best interests of the Company; and

WHEREAS, effective on this date, due to Mark R. Stauffer's promotion to the position of President, the positions of Chief Financial Officer and Treasurer of the Company are currently vacant and, as a result, the Board of Directors of the Company has promoted the Key Employee to the position of Vice President, Chief Financial Officer and Treasurer effective immediately;

WHEREAS, as a result of the Key Employee's promotion to the position of Vice President, Chief Financial Officer and Treasurer, he is now considered a Named Executive Officer of the Company and thus a different form of Employment Agreement is required to be entered into;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the parties hereto agree as follows:

ARTICLEI

ARTICLEII **DEFINITIONS AND INTERPRETATIONS**

1. **Definitions.**

(a) "**Base Salary**" means the Key Employee's base salary described in Section 2.3(a), as such base salary may be increased (but not decreased) by the Company from time to time.

(b) "**Board**" means the Board of Directors of the Company.

(c) "**Cause**" means:

(i) A material breach by Key Employee of Section 3.8 of this Agreement (regarding the noncompetition and confidentiality provisions);

(ii) The commission of a criminal act by Key Employee against the Company, including but not limited to fraud, embezzlement or theft;

(iii) The conviction, plea of no contest or nolo contendere, deferred adjudication or unadjudicated probation of Key Employee for any felony or any crime involving moral turpitude; or

(iv) Key Employee's failure or refusal to carry out, or comply with, in any material respect, any lawful directive of the Board consistent with the terms of the Agreement which is not remedied within 30 days after Key Employee's receipt of written notice from the Company.

(d) "**Change in Control**" means the occurrence of any of the following events:

(i) A "change in the ownership of the Company" which will occur on the date that any one person, or more than one person acting as a group, acquires ownership of stock in the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; however, if any one person or more than one person acting as a group, is considered to own more than 50% of the total fair market value or total voting power of the stock of the Company, the acquisition of additional stock by the same person or persons will not be considered a "change in the ownership of the Company" (or to cause a "change in the effective control of the Company" within the meaning of Section 1.1(d)(ii) below) and an increase of the effective percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of this paragraph; provided, further, however, that for purposes of this Section 1.1(d)(i), the following acquisitions will not constitute a Change in Control: (A) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company or (B) any acquisition by investors

(immediately prior to such acquisition) in the Company for financing purposes, as determined by the Committee in its sole discretion. This Section 1.1(d)(i) applies only when there is a transfer of the stock of the Company (or issuance of stock) and stock in the Company remains outstanding after the transaction.

(ii) A "change in the effective control of the Company" which will occur on the date that either (A) any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 35% or more of the total voting power of the stock of the Company, except for (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company or (z) any acquisition by investors (immediately prior to such acquisition) in the Company for financing purposes, as determined by the Committee in its sole discretion or (B) a majority of the members of the Board are replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of a "change in the effective control of the Company," if any one person, or more than one person acting as a group, is considered to effectively control the Company within the meaning of this Section 1.1(d)(ii), the acquisition of additional control of the Company by the same person or persons is not considered a "change in the effective control of the Company," or to cause a "change in the ownership of the Company" within the meaning of Section 1.1(d)(i) above.

(iii) A "change in the ownership of a substantial portion of the Company's assets" which will occur on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person or persons) assets of the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. Any transfer of assets to an entity that is controlled by the shareholders of the Company immediately after the transfer, as provided in guidance issued pursuant to the Nonqualified Deferred Compensation Rules, will not constitute a Change in Control.

For purposes of this Section 1.1(d), the provisions of section 318(a) of the Code regarding the constructive ownership of stock will apply to determine stock ownership; provided that stock underlying unvested options (including options exercisable for stock that is not substantially vested) will not be treated as owned by the individual who holds the option. In addition, for purposes of this Section 1.1(d) and except as otherwise provided in an Award agreement, "Company" includes (x) the Company; (y) the entity for whom the Key Employee performs services; and (z) an entity that is a stockholder owning more than 50% of the total fair market value and total voting power (a "**Majority Shareholder**") of the Company or the entity identified in (y) above, or any entity in a chain of entities in which each entity is a Majority Shareholder of another entity in the chain, ending in the Company or the entity identified in (y) above.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended.

(f) "**Disability**" means a Key Employee's disability within the meaning of the Company's long-term disability plan. In the event of a dispute between the parties as to whether the Key Employee is disabled, whether Key Employee is disabled will be determined by the mutual agreement of a physician selected by the Company or its insurers (the "**Company Physician**") and a physician selected by Key Employee ("**Key Employee's Physician**"). In the event that the Company Physician and Key Employee's Physician cannot agree on whether Key Employee is Disabled, such determination will be made by a third physician who is jointly selected by the Company Physician and Key Employee's Physician.

(g) "**Good Reason**" means:

(i) a material breach of Section 2.3, including but not limited to reduction of any component of Key Employee's compensation set forth in Section 2.3(a) or (b) without Key Employee's consent; provided, however, that a reduction of Key Employee's compensation set forth in 2.3(b) with respect to bonus shall mean the elimination of Key Employee's ability to earn a bonus or a reduction in the percentage of Base Salary Key Employee is eligible to earn as a bonus,

(ii) a material reduction of Key Employee's duties (without the Key Employee's consent) from those in effect as of the Effective Date or as subsequently agreed to by Key Employee and the Company, or

(iii) the relocation of the Key Employee's primary work site to a location greater than 50 miles from the Key Employee's work site as of the Effective Date.

(h) "**Nonqualified Deferred Compensation Rules**" means the limitations or requirements of section 409A of the Code and the regulations promulgated thereunder.

(i) "**Protection Period**" means the period beginning on the date that is three months prior to the occurrence of a Change in Control and ending 12 months following the occurrence of a Change in Control.

(j) "**Restricted Period**" means (i) if Key Employee is terminated for Cause or voluntarily resigns without Good Reason, the twenty-four month period immediately following Employee's last day of employment under this Agreement; (ii) if Key Employee is terminated without Cause or voluntarily resigns with Good Reason not during the Protection Period, the twelve month period immediately following Employee's last day of employment under this Agreement; or (iii) if Key Employee is terminated without Cause or voluntarily resigns with Good Reason during the Protection Period, the thirty-six month period immediately following Employee's last day of employment under this Agreement.

(k) "**Without Cause**" means termination by the Company of Key Employee's employment at the Company's sole discretion for any reason, other than by reason of Key Employee's death or Disability, and other than a termination based upon Cause.

2. **Interpretations.** In this Agreement, unless a clear contrary intention appears, (a) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (b) reference to any Article or Section, means such Article or Section hereof; and (c) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term.

ARTICLEIII

ARTICLEIV **EMPLOYMENT AND DUTIES**

1. **Term.** The term of this Agreement will commence on the Effective Date of this Agreement and end on September 30, 2015 (the "**Initial Term**"). The Agreement may be extended for an additional period at the end of the Initial Term ("**Renewal Term**") upon the mutual agreement of the parties entered into at least 30 days prior to the end of the Initial Term.

2. **Position, Duties and Services.** The Key Employee will have such duties and powers as will be determined from time to time by the Board consistent therewith. The Key Employee will perform diligently and to the best of his abilities such duties. The Key Employee's employment will be subject to the supervision and direction of the Board.

3. **Compensation.**

(a) Base Salary. Key Employee will receive an initial Base Salary at the rate of Two Hundred, Seventy-Five Thousand Dollars ($275,000) per annum payable in periodic installments in accordance with the Company's normal payroll practices and procedures, which base salary may be increased (but not decreased) by the Company from time to time.

(b) Bonuses and Perquisites. During the Employment Period, Key Employee will be entitled to bonuses and perquisites as determined by the Board in its good faith discretion.

(c) Car Allowance. During the Employment Period, Key Employee will be entitled to a monthly car allowance of $750.00.

(d) Incentive, Savings, Profit Sharing, and Retirement Plans. During the Employment Period, Key Employee will be entitled to participate in all incentive, savings, profit sharing and retirement plans, practices, policies and programs applicable generally, from time to time, to other similarly situated employees of the Company.

(e) Welfare Benefit Plans. During the Employment Term, Key Employee and/or Key Employee's family, as the case may be, will be eligible for participation in and will receive all benefits under the welfare benefit plans, practices, policies and programs applicable generally, from time to time, to other similarly situated employees of the Company.

(f) Expenses. During the Employment Period, Key Executive shall be entitled to receive reimbursement for all reasonable business expenses, including, but not limited to, those expenses expressly provided for in this Agreement, incurred by the Key Executive in accordance with the policies, practices and procedures of the Company. All such expenses are to be reimbursed to Key Executive in accordance with the Company's policies and procedures for reimbursing expenses, but in no event shall any reimbursement payment be paid to Key Executive following the last day of the calendar year following the calendar year in which the expense was incurred. The amount of expenses for which Key Executive is eligible to receive reimbursement during any calendar year shall not affect the amount of expenses for which Key Executive is eligible to receive reimbursement during any other calendar year during the term of this Agreement. Any reimbursement payable in accordance with this Section 2.3(f) will not be subject to liquidation or exchange for another benefit.

4. **Severance Benefit.** Key Employee will be entitled to receive the severance benefits described in ARTICLE III upon his termination of employment during the term of this Agreement described in Section 2.1 provided he satisfies the requirements outlined in ARTICLE III.

ARTICLEV

ARTICLEVI **EARLY TERMINATION**

1. **Death.** Upon the death of Key Employee during the Employment Period, the Agreement will terminate and Key Employee's estate will be entitled to payment of his Base Salary through the date of such termination plus any benefits accrued up to the date of his death payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant.

2. **Disability.** In the event of Key Employee's Disability during the term of this Agreement described in Section 2.1, the Company may terminate Key Employee's employment in which case this Agreement will terminate and Key Employee will be entitled to payment of the following benefits: (a) his Base Salary through the date of such termination; (b) long-term disability benefits pursuant to the terms of any long-term disability policy provided to similarly situated employees of the Company in which Key Employee has elected to participate; and (c) payment of any benefits payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant.

3. **Termination for Cause or Voluntary Resignation by Key Employee Without Good Reason.** If Key Employee's employment is terminated during the term of this Agreement for Cause or Key Employee voluntarily resigns from the employment of the Company without Good Reason, Key Employee will be entitled to receive (a) his Base Salary in effect at the time notice of termination is given through the date of termination, (b) payment of any benefits payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant, and (c) reimbursement of any outstanding expense eligible for reimbursement.

4. **Termination Without Cause or for Good Reason Not During the Protection Period.** If, during the term of this Agreement as described in Section 2.1, the Key Employee's employment is terminated by the Company Without Cause or Key Employee terminates his employment with the Company for Good Reason, and Section 3.5 is not applicable, Key Employee will be entitled to receive (a) Key Employee's unpaid Base Salary through the date of termination; (b) payment of any benefits payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant; (c) reimbursement of any outstanding expenses eligible for reimbursement in accordance with the Company's policies and practices; (d) continued payment of Key Employee's Base Salary for a period of twelve months, in accordance with the Company's standard payroll practices; (e) monthly payment for a period of twelve months of $2,500 to cover transitional expenses; (f) monthly payment for a period of twelve months of an amount equal to Key Employee's monthly car allowance; plus (g) a lump sum payment equal to the most recent bonus awarded to Key Employee pursuant to the Executive Incentive Plan (EIP) or any replacement plan. The payments and benefits described in this Section 3.4 shall begin or shall be paid, as applicable to the form of payment described above for each payment or benefit, to Key Employee within the sixty day period immediately following the Key Employee's termination of employment.

5. **Termination Without Cause or for Good Reason During the Protection Period.** If, during the term of this Agreement as described in Section 2.1, Key Employee's employment is terminated by the Company Without Cause or Key Employee terminates his employment with the Company for Good Reason during the Protection Period, Key Employee will be entitled to receive (a) Key Employee's unpaid Base Salary through the date of termination; (b) payment of any benefits payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant; (c) reimbursement of any outstanding expenses eligible for reimbursement in accordance with the Company's policies and practices; (d) a lump sum payment equal to thirty-six months of Key Employee's Base Salary; (e) a lump sum payment equal to thirty-six times $2,500 to cover transitional expenses; (f) a lump sum payment equal to thirty-six times Key Employee's monthly car allowance; plus (g) a lump sum payment equal to three times the most recent bonus awarded to Key Employee pursuant to the Executive Incentive Plan (EIP) or any replacement plan. The payments and benefits described in this Section 3.5 shall begin or shall be paid, as applicable to the form of payment described above for each payment or benefit, to Key Employee on the later to occur of (i) the sixtieth day immediately following the Key Employee's termination of employment, or (ii) the date of the Change in Control.

6. **Termination of Company's Obligations.** Upon termination of Key Employee's employment for any reason, the Company's obligations under this Agreement will terminate and Key Employee will be entitled to no compensation and benefits under this Agreement other than that provided in this ARTICLE III. Notwithstanding such termination, the parties' obligations under this ARTICLE III, including Section 3.8, will remain in full force and effect.

7. **Release.** Notwithstanding the foregoing provisions of this Section 3.7, Key Employee will be entitled to the additional benefits specified in Section 3.4 (regarding termination Without Cause or for Good Reason not during a Protection Period) and Section 3.5 (regarding termination Without Cause or for Good Reason during a Protection Period) (*i.e.*, those in addition to the payment of his Base Salary through the date of termination and any benefits payable pursuant to the terms of the benefit plans specified in Section 2.3 in which Key Employee is a participant), only upon his execution (and non-revocation) of a waiver and release of all claims in a form acceptable to the Company. The waiver and release document must be executed and delivered to the appropriate Company representative on or before the fiftieth day period immediately following Key Employee's termination of employment.

8. **Non-Competition, Confidentiality.**

(a) Agreement not to Compete. In consideration of the Company's promise to provide Key Employee with Confidential Information, as defined in Section 3.8(b), the other mutual promises contained in this Agreement, and Key Employee's employment with the Company, and so as to enforce Key Employee's promises regarding Confidential Information contained in Section 3.8(b) of this Agreement, Key Employee agrees that in the event his employment with the Company is terminated for any reason whatsoever, Key Employee will not, during the applicable Restricted Period (extended by any period of time during which Key Employee is in violation of this Section 3.8), directly or indirectly, carry on or conduct, in competition with the Company or its subsidiaries or affiliates, any business of the nature in which the Company or its subsidiaries or affiliates are then engaged in any geographical area in which the Company or its subsidiaries or affiliates engage in business at the time of such termination or in which any of them, prior to termination of Key Employee's employment, evidenced in writing, at any time during the six month period prior to such termination, an intention to engage in such business. Key Employee agrees that he will not so conduct or engage in any such business either as an individual on his own account or as a partner or joint venturer or as an Key Employee, agent, consultant or salesman for any other person or entity, or as an officer or director of a corporation or as a shareholder in a corporation of which he will then own 10% or more of any class of stock.

(b) Confidential Information. The Company makes a binding promise not conditioned upon continued employment to provide Key Employee with certain Confidential Information above and beyond any Confidential Information Key Employee may have previously received. Key Employee will not, directly or indirectly, at any time following termination of his employment with the Company, reveal, divulge or make known to any person or entity, or use for Key Employee's personal benefit (including, without limitation, for the purpose of soliciting business, whether or not competitive with any business of the Company or any of its subsidiaries or affiliates), any information acquired during the Employment Period with regard to the financial, business or other affairs of the Company or any of its subsidiaries or affiliates (including, without limitation, any list or record of persons or entities with which the Company or any of its subsidiaries or affiliates has any dealings), other than

(i) information already in the public domain; (ii) information of a type not considered confidential by persons engaged in the same business or a business similar to that conducted by the Company or its subsidiaries and affiliates; or (iii) information that Key Employee is required to disclose under the following circumstances: (A) at the express direction of any authorized governmental entity; (B) pursuant to a subpoena or other court process; (C) as otherwise required by law or the rules, regulations, or orders of any applicable regulatory body; or (D) as otherwise necessary, in the opinion of counsel for Key Employee, to be disclosed by Key Employee in connection with any legal action or proceeding involving Key Employee and the Company or any subsidiary or affiliate of the Company in his capacity as an employee, officer, director, or stockholder of the Company or any subsidiary or affiliate of the Company. Key Employee will, at any time requested by the Company (either during or within two years after his employment with the Company), promptly deliver to the Company all memoranda, notes, reports, lists and other documents (and all copies thereof) relating to the business of the Company or any of its subsidiaries and affiliates which he may then possess or have under his control.

(c) Reasonableness of Restrictions. Key Employee acknowledges that the geographic boundaries, scope of prohibited activities, and time duration set forth in this Section 3.8 are reasonable in nature and are no broader than are necessary to maintain the confidentiality and the goodwill of the Company and the confidentiality of its Confidential Information and to protect the legitimate business interests of the Company, and that the enforcement of such provisions would not cause Key Employee any undue hardship nor unreasonably interfere with Key Employee's ability to earn a livelihood. If any court determines that any portion of this Section 3.8 is invalid or unenforceable, the remainder of this Section 3.8 will not thereby be affected and will be given full effect without regard to the invalid provisions. If any court construes any of the provisions of this Section 3.8, or any part thereof, to be unreasonable because of the duration or scope of such provision, such court will have the power to reduce the duration or scope of such provision and to enforce such provision as so reduced.

(d) Enforcement. Upon Key Employee's employment with an entity that is not a subsidiary or affiliate of the Company (a "**Successor Employer**") during the period that the provisions of this Section 3.8 remain in effect, Key Employee will provide such Successor Employer with a copy of this Agreement and will notify the Company of such employment within 30 days thereof. Key Employee agrees that in the event of a breach of the terms and conditions of this Section 3.8 by Key Employee, the Company will be entitled, if it so elects, to institute and prosecute proceedings, either in law or in equity, against Key Employee, to obtain damages for any such breach, or to enjoin Key Employee from any conduct in violation of this Section 3.8.

9. **Parachute Payments.** Notwithstanding anything to the contrary in this Agreement, if Key Employee is a "disqualified individual" (as defined in section 280G(c) of the Code), and the benefits provided for in this ARTICLE III, together with any other payments and benefits which Key Employee has the right to receive from the Company would constitute a "parachute payment" (as defined in section 280G(b)(2) of the Code), then the benefits provided hereunder (beginning with any benefit to be paid in cash hereunder) will be reduced (but not below zero) so that the present value of such total amounts and benefits received by Key Employee will be $1.00) less than three times Key Employee's "base amount" (as defined in section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Key Employee will be subject to the excise tax imposed by section 4999 of the Code. The determination as to whether such a reduction in the amount of the benefits provided hereunder is necessary will be made by the Board in good faith. If a reduced cash payment is made and through error or otherwise that payment, when aggregated with other payments and benefits from the Company used in determining if a "parachute payment" exists, exceeds $1.00 less than three times the Key Employee's base amount, then Key Employee will immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 3.9 will require the Company to be responsible for, or have any liability or obligation with respect to, Key Employee's excise tax liabilities under section 4999 of the Code.

10. **Payments Subject to Section 409A of the Code.** Notwithstanding the foregoing provisions of this ARTICLE III, if the payment of any severance compensation or severance benefits under this ARTICLE III would be subject to additional taxes and interest under section 409A of the Code because the timing of such payment is not delayed as provided in section 409A(a)(2)(B) of the Code, then any such payments that Key Employee would otherwise be entitled to during the first six months following the date of Key Employee's termination of employment will be accumulated and paid on the date that is six months after the date of Key Employee's termination of employment (or if such payment date does not fall on a business day of the Company, the next following business day of the Company), or such earlier date upon which such amount can be paid under section 409A of the Code without being subject to such additional taxes and interest.

ARTICLEVII

ARTICLEVIII **MISCELLANEOUS**

1. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such State.

2. **Amendment and Waiver.** The provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and Key Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will be construed as a waiver of such provisions or affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

3. **Severability.** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction by reason of applicable law will, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without

invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

4. **Entire Agreement.** Except as provided in the written benefit plans and programs referenced in Section 2.3(d) and Section 2.3(e), this Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. For the avoidance of doubt, this Agreement does not supersede or preempt any understanding, agreement or representation regarding stock, stock options, or other equity interests.

5. **Withholding of Taxes and Other Employee Deductions.** The Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to the Company's employees generally.

6. **Headings.** The paragraph headings have been inserted for purposes of convenience and will not be used for interpretive purposes.

7. **Actions by the Board.** Any and all determinations or other actions required of the Board hereunder that relate specifically to Key Employee's employment by the Company or the terms and conditions of such employment will be made by the members of the Board other than Key Employee (if Key Employee is a member of the Board), and Key Employee will not have any right to vote or decide upon any such matter.

8. **Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

[Signature Page Follows]

Signature Page to
Employment Agreement
(CHRISTOPHER J. DEALMEIDA)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of February 26, 2014 (the "Effective Date").

COMPANY:

ORION MARINE GROUP, INC.

By: /S/ J. Michael Pearson_____
J. Michael Pearson, Chief Executive Officer
Date: February 26, 2014

KEY EMPLOYEE:

/S/ Christopher J. DeAlmeida_____
Name: **Christopher J. DeAlmeida**
Date: February 26, 2014

Orion Marine Group, Inc. Reports Fourth Quarter and Full Year 2013 Results

Houston, Texas, February 27, 2014 -- Orion Marine Group, Inc. (NYSE: ORN) (the "Company"), a heavy civil marine contractor, today reported net income for the three months ended December 31, 2013, of $2.1 million ($0.08 diluted earnings per share). These results compare to net income of $1.5 million ($0.05 diluted earnings per share) for the same period a year ago. For the full year 2013, Orion Marine Group reported net income of $0.3 million ($0.01 diluted earnings per share), which compares to the prior full year 2012 net loss of $11.9 million ($0.44 diluted loss per share).

"We are pleased with our results for the fourth quarter and full year 2013, which are due to the hard work and dedication of the entire Orion Marine Group team," said Mike Pearson, Orion Marine Group's Chief Executive Officer. "Accelerated execution on certain projects in the fourth quarter resulted in a record quarterly revenue. Our backlog, identified bid opportunities, continued strength in the private sector and a clarified outlook on federal funding for the next two fiscal years gives us optimism for 2014 and beyond."

Financial highlights of the Company's fourth quarter and full year 2013 include:

Fourth Quarter 2013

- Fourth quarter 2013 contract revenue was $106.4 million, an increase of 7.9%, as compared with fourth quarter 2012 revenue of $98.6 million.
- The Company self-performed approximately 84% of its work as measured by cost during the fourth quarter 2013, as compared with 83% in the prior year period.
- Gross profit for the quarter was $12.8 million, an increase of approximately $0.3 million as compared with the fourth quarter of 2012. Gross profit margin for the fourth quarter of 2013 was 12.0%, which was slightly lower than the prior year period of 12.7%.
- Selling, General, and Administrative expense for the fourth quarter 2013 was $8.9 million as compared to $6.8 million in the prior year period. The increase in Selling, General and Administrative expense is primarily due to bonuses payable to non-executives, an increase in group medical costs, and an increase in bad debt related to a single job for a small private customer. The fourth quarter of 2012 also had a benefit from a reduction of professional fees related to a favorable outcome of litigation.
- The Company's fourth quarter 2013 EBITDA was $8.9 million, representing a 8.3% EBITDA margin, which compares to fourth quarter 2012 EBITDA of $9.4 million, or a 9.5% EBITDA margin.

Full Year 2013

- Full year 2013 contract revenue was $354.5 million, the highest in the Company's history, and an increase of 21.4% as compared with full year 2012 revenues of $292.0 million.
- Gross profit for the year was $32.0 million, which represents an increase of $17.6 million as compared with the full year 2012. Gross profit margin for the full year 2013 was 9.0%, which is up from 4.9% for the full year 2012. The year over year increase in gross profit margin was primarily attributable to solid project execution, as well as sustained increases in some of the Company's equipment utilization throughout 2013.
- The Company self-performed approximately 84% of its work as measured by cost during 2013 as compared with 83% during the prior year period.
- Selling, General, and Administrative expense for the full year 2013 was $32.1 million as compared with $28.6 million in the prior year period. The increase in Selling, General and Administrative expense is primarily due to increased staffing

and overhead costs resulting from the expansion into Alaska in 2012, bonuses payable to non-executives, and an increase in bad debt related to a single job for a small private customer. The fourth quarter of 2012 also had a benefit from a reduction of professional fees related to a favorable outcome on litigation. As a percentage of revenues, Selling General & Administrative expense declined as compared with the prior year, from 9.8% in 2012 to 9.1% in 2013.

- The Company's full year 2013 EBITDA was $21.4 million, representing a 6.0% EBITDA margin, which compares to full year 2012 EBITDA of $5.8 million, or a 1.9% EBITDA margin.

Backlog of work under contract as of December 31, 2013 was $247.3 million, which compares with backlog under contract at December 31, 2012 of $184.1 million. Additionally, the Company is currently the apparent low bidder on approximately $107 million of work.

The Company reminds investors that backlog can fluctuate from period to period due to the timing and execution of contracts. Given the typical duration of the Company's projects, which generally range from three to nine months, the Company's backlog at any point in time usually represents only a portion of the revenue it expects to realize during a twelve-month period. Backlog consists of projects under contract that have either (a) not been started, or (b) are in progress and not yet complete, and the Company cannot guarantee that the revenue projected in its backlog will be realized, or, if realized, will result in earnings.

Outlook

"We continue to be pleased with our bid market opportunities," said Mr. Pearson. "Demand from private sector clients has been an excellent source of bid opportunities and we expect this trend to continue. We are hopeful the federal budget deal approved in January will lead to normalized bid lettings from the Army Corps of Engineers, although we don't expect to see any potential benefit until the second half of the year. We are also hopeful that other industry catalysts, such as the WRDA/WRRDA legislation currently in conference and the RESTORE Act funds, will show meaningful developments in 2014 and eventually lead to material bid opportunities in the next 12 to 24 months."

"Our bid activity and success rate in the fourth quarter is also an encouraging sign as we begin the new year," said Mark Stauffer, Orion Marine Group's President. "During the fourth quarter we bid on approximately $498 million worth of opportunities and were successful on approximately $137 million. This represents a 28% win rate or a book-to-bill ratio of 1.29 times for the quarter. Currently, we have over $271 million worth of bids outstanding, including approximately $107 million on which we are apparent low bidder. We continue to observe pockets of pricing improvement, but as we have mentioned in the past, this trend has not yet become widespread.

We are still confident that we can achieve positive results in 2014, as sustained improvement in fleet utilization will lead to some gross margin improvement. However, as mentioned previously, the stronger than expected fourth quarter was partly a result of the acceleration of project schedules, which will result in less production in the first quarter. As a reminder, many of the large projects we recently announced will not begin until the second quarter of 2014. Additionally, we must closely monitor how the recent budget agreement impacts the choppiness of Corps lettings. However, we still expect a healthy amount of bid opportunities from the private sector, state agencies, and local port authorities. Overall, we are comfortable with the level of potential bid activity from all of our end markets and are excited to build upon the accomplishments of 2013."

Purchase of Dredge Material Placement Area (DMPA)

Earlier this week, the Company finalized the purchase of a piece of property in the upper Houston Ship Channel to be used as a dredge material placement area. The approximately 340 acre parcel of land was purchased for approximately $22 million in cash, funded through the Company's existing credit facility. The purchase of the DMPA will allow the Company to service private customers along the Houston Ship Channel, deploy some of the Company's dredging assets more efficiently, and generate additional revenue from disposal fees. This purchase provides the Company with one of the only operating private dredge material placement areas along the upper end of the Houston Ship Channel and should provide enough capacity to meet the needs of the Company's customers in this area for at least the next decade.

Changes in Management

Today, the Company announced changes in its management structure, including the planned retirement of Mr. Pearson at the end of 2014, the naming of Mr. Stauffer as the Company's President effective immediately, and the naming of Christopher J. DeAlmeida as the Company's Chief Financial Officer effective immediately. Additional detail regarding these management changes can be found in the Press Release issued by the Company this morning, February, 27, 2014.

Conference Call Details

Orion Marine Group will conduct a telephone briefing to discuss its results for the fourth quarter and full year 2013 at 10:00 a.m. Eastern Time/9:00 a.m. Central Time on Thursday, February 27, 2014. To listen to a live broadcast of this briefing, visit the Investor Relations section of the Company's website at www.orionmarinegroup.com. To participate in the call, please call the Orion Marine Group Fourth Quarter 2013 Earnings Conference Call at 866-515-2909; participant code 47684462.

About Orion Marine Group

Orion Marine Group, Inc. provides a broad range of heavy civil marine construction and specialty services on, over and under the water in the Gulf Coast, the Atlantic Seaboard, the West Coast, Alaska, Canada and the Caribbean Basin and acts as a single source turn-key solution for its customers' marine contracting needs. Its heavy civil marine construction services include marine transportation facility construction, marine pipeline construction, marine environmental structures, dredging of marine waterways, channels and ports, environmental dredging, offshore construction, abandonment, and specialty services. Its specialty services include salvage, demolition, diving, surveying, towing and underwater inspection, excavation and repair. The Company is headquartered in Houston, Texas and has a near 100-year legacy of successful operations.

EBITDA and EBITDA Margin

This press release includes the financial measures “EBITDA” and “EBITDA margin”. These measurements may be deemed “non-GAAP financial measures” under rules of the Securities and Exchange Commission, including Regulation G. The non-GAAP financial information may be determined or calculated differently by other companies. By reporting such non-GAAP financial information, the Company does not intend to give such information greater prominence than comparable and other GAAP financial information, which information is of equal or greater importance.

Orion Marine Group defines EBITDA as net income before net interest expense, income taxes, depreciation and amortization. EBITDA margin is calculated by dividing EBITDA for the period by contract revenues for the period. The GAAP financial measure that is most directly comparable to EBITDA margin is operating margin, which represents operating income divided by contract revenues. EBITDA and EBITDA margin are used internally to evaluate current operating expense, operating efficiency, and operating profitability on a variable cost basis, by excluding the depreciation and amortization expenses, primarily related to capital expenditures and acquisitions, and net interest and tax expenses. Additionally, EBITDA and EBITDA margin provide useful information regarding the Company's ability to meet future debt repayment requirements and working capital requirements while providing an overall evaluation of the Company's financial condition. In addition, EBITDA is used internally for incentive compensation purposes. The Company includes EBITDA and EBITDA margin to provide transparency to investors as they are commonly used by investors and others in assessing performance. EBITDA and EBITDA margin have certain limitations as analytical tools and should not be used as a substitute for operating margin, net income, cash flows, or other data prepared in accordance with generally accepted accounting principles in the United States, or as a measure of the Company's profitability or liquidity.

A reconciliation of the Company's future EBITDA margin to the corresponding GAAP measure is not available as these are estimated goals for the performance of the overall operations over the planning period. These estimated goals are based on assumptions that may be affected by actual outcomes, including but not limited to the factors noted in the “forward looking statements” herein, in other releases, and in filings with the Securities and Exchange Commission.

Forward-Looking Statements

The matters discussed in this press release may constitute or include projections or other forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, the provisions of which the Company is availing itself. Certain forward-looking statements can be identified by the use of forward-looking terminology, such as 'believes', 'expects', 'may', 'will', 'could', 'should', 'seeks', 'approximately', 'intends', 'plans', 'estimates', or 'anticipates', or the negative thereof or other comparable terminology, or by discussions of strategy, plans, objectives, intentions, estimates, forecasts, assumptions, or goals. In particular, statements regarding future operations or results, including those set forth in this press release (including those under “Outlook” above), and any other statement, express or implied, concerning future operating results or the future generation of or ability to generate revenues, income, net income, profit, EBITDA, EBITDA margin, or cash flow, including to service debt, and including any estimates, forecasts or assumptions regarding future revenues or revenue growth, are forward-looking statements. Forward looking statements also include estimated project start date, anticipated revenues, and contract options which may or may not be awarded in the future. Forward looking statements involve risks, including those associated with the Company's fixed price contracts that impacts profits, unforeseen productivity delays that may alter the final profitability of the contract, cancellation of

the contract by the customer for unforeseen reasons, delays or decreases in funding by the customer, levels and predictability of government funding or other governmental budgetary constraints and any potential contract options which may or may not be awarded in the future, and are the sole discretion of award by the customer. Past performance is not necessarily an indicator of future results. In light of these and other uncertainties, the inclusion of forward-looking statements in this press release should not be regarded as a representation by the Company that the Company's plans, estimates, forecasts, goals, intentions, or objectives will be achieved or realized. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company assumes no obligation to update information contained in this press release whether as a result of new developments or otherwise.

Please refer to the Company's Annual Report on Form 10-K, filed on March 6, 2013, which is available on its website at www.orionmarinegroup.com or at the SEC's website at www.sec.gov, for additional and more detailed discussion of risk factors that could cause actual results to differ materially from our current expectations, estimates or forecasts.

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Orion Marine Group, Inc. and Subsidiaries
Consolidated Statements of Operations
(In thousands, except share and per share information)

	Three months ended December 31,		Twelve months ended December 31,	
	2013	2012	2013	2012
Contract revenues	106,412	98,634	354,544	292,042
Costs of contract revenues	93,606	86,112	322,540	277,672
Gross profit	12,806	12,522	32,004	14,370
Selling, general and administrative expenses	8,890	6,819	32,110	28,573
Income (loss) from operations	3,916	5,703	(106)	(14,203)
Other income (expense)				
Loss from sale of assets, net	(227)	(1,822)	(153)	(1,822)
Other income	(177)	(1)	165	227
Interest income	2	12	13	35
Interest expense	(98)	(105)	(525)	(743)
Other expense, net	(500)	(1,916)	(500)	(2,303)
Income (loss) before income taxes	3,416	3,787	(606)	(16,506)
Income tax (benefit) expense	1,226	2,301	(937)	(4,640)
Net income (loss)	2,190	1,486	331	(11,866)
Net income attributable to noncontrolling interest	56	—	—	—
Net income (loss) attributable to Orion common stockholders	$ 2,134	$ 1,486	$ 331	$ (11,866)
Basic income (loss) per share	$ 0.08	$ 0.05	$ 0.01	$ (0.44)
Diluted income (loss) per share	$ 0.08	$ 0.05	$ 0.01	$ (0.44)
Shares used to compute income (loss) per share				
Basic	27,366,783	27,176,449	27,296,732	27,138,927
Diluted	27,761,982	27,617,218	27,613,054	27,138,927

Orion Marine Group, Inc. and Subsidiaries
EBITDA and EBITDA Margin Reconciliations
(In thousands, except margin data)

	Three Months Ended		Twelve Months Ended	
	December 31, 2013	December 31, 2012	December 31, 2013	December 31, 2012
Net income(loss)	2,190	1,486	331	(11,866)
Income tax benefit (loss)	1,226	2,301	(937)	(4,640)
Interest expense, net	96	93	512	708
Depreciation and amortization	5,352	5,532	21,538	21,570
EBITDA[1]	$ 8,864	$ 9,412	$ 21,444	$ 5,772
Operating income (loss) margin[2]	3.3%	3.9%	(0.1)%	(5.5)%
Impact of depreciation and amortization	5.0%	5.6%	6.1 %	7.4 %
EBITDA margin[1]	8.3%	9.5%	6.0 %	1.9 %

[1] EBITDA is a non-GAAP measure that represents earnings before interest, taxes, depreciation and amortization. EBITDA margin is a non-GAAP measure calculated by dividing EBITDA by contract revenues.
[2] Operating income margin is calculated by dividing operating income plus other income and loss from sale of assets (if any) by contract revenues.

Orion Marine Group, Inc. and Subsidiaries
Supplementary Financial Information
(In thousands)

	December 31, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	$ 40,859	$ 43,084
Accounts receivable:		
Trade, net of allowance of $0	39,110	45,072
Retainage	10,427	8,213
Other	2,040	1,712
Income taxes receivable	333	3,110
Note receivable	—	46
Inventory	3,520	4,354
Deferred tax asset	726	37
Costs and estimated earnings in excess of billings on uncompleted contracts	24,856	19,245
Asset held for sale	417	920
Prepaid expenses and other	2,990	2,857
Total current assets	125,278	128,650
Property and equipment, net	141,923	150,671
Accounts receivable, long-term	—	1,410
Inventory, non-current	4,772	915
Goodwill	33,798	33,798
Intangible assets, net of amortization	197	627
Other assets	240	225
Total assets	$ 306,208	$ 316,296
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current debt	$ 8,564	$ 12,621
Accounts payable:		
Trade	23,105	28,744
Retainage	1,667	2,433
Accrued liabilities	11,415	12,456
Taxes payable	459	252
Billings in excess of costs and estimated earnings on uncompleted contracts	14,595	16,369
Total current liabilities	59,805	72,875
Other long-term liabilities	526	564
Deferred income taxes	17,978	18,180
Deferred revenue	87	146
Total liabilities	78,396	91,765
Commitments and contingencies		
Stockholders' equity:		
Preferred stock -- $0.01 par value, 10,000,000 authorized, none issued	—	—
Common stock -- $0.01 par value, 50,000,000 authorized, 27,710,775 and 27,530,220 issued; 27,393,045 and 27,212,489 outstanding at December 31, 2013 and December 31, 2012, respectively	278	275
Treasury stock, 317,731 shares, at cost	(3,003)	(3,003)
Additional paid-in capital	163,970	160,973
Retained earnings	66,567	66,236
Equity attributable to common stockholders	227,812	224,481
Noncontrolling interest	—	50
Total stockholders' equity	227,812	224,531
Total liabilities and stockholders' equity	$ 306,208	$ 316,296

Orion Marine Group, Inc. and Subsidiaries
Supplementary Financial Information
(In thousands)

	Twelve months ended December 31,	
	2013	2012
Cash flows from operating activities		
Net income (loss)	$ 331	$ (11,866)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	21,538	21,570
Deferred financing cost amortization	52	103
Bad debt expense	259	12
Deferred income taxes	(239)	(1,646)
Stock-based compensation	2,141	3,115
Loss on sale of property and equipment	153	1,822
Change in operating assets and liabilities:		
Accounts receivable	4,571	(26,966)
Income tax receivable	2,125	10,888
Inventory	(3,024)	(497)
Note receivable	46	5
Prepaid expenses and other	(200)	(497)
Costs and estimated earnings in excess of billings on uncompleted contracts	(5,611)	(4,133)
Accounts payable	(6,405)	18,826
Accrued liabilities	(808)	2,803
Income tax payable	207	252
Billings in excess of costs and estimated earnings on uncompleted contracts	(1,774)	10,704
Deferred revenue	(58)	(57)
Net cash provided by operating activities	13,304	24,438
Cash flows from investing activities:		
Proceeds from sale of property and equipment	750	374
Purchase of property and equipment	(12,760)	(24,647)
Acquisition of business in Alaska	—	(9,000)
Net cash used in investing activities	(12,010)	(33,273)
Cash flows from financing activities:		
Borrowings from Credit Facility	—	18,000
Payments made on borrowings from Credit Facility	(4,057)	(5,379)
Contributions from noncontrolling interest	(50)	34
Exercise of stock options	859	298
Excess tax benefit from stock option exercise	—	—
Increase in loan costs	—	(13)
Purchase of shares into treasury	—	—
Net cash (used in) provided by financing activities	(3,248)	12,940
Net change in cash and cash equivalents	(1,954)	4,105
Cash and cash equivalents at beginning of period	43,084	38,979
Cash and cash equivalents at end of period	$ 41,130	$ 43,084

SOURCE: Orion Marine Group, Inc.
Orion Marine Group, Inc.
Chris DeAlmeida, Vice President & CFO
Drew Swerdlow, Sr. Analyst, Finance & Investor Relations, 713-852-6582

Orion Marine Announces Changes in its Management Structure

HOUSTON, February 27, 2014 -- Orion Marine Group, Inc. (NYSE: ORN) (the "Company"), a leading heavy civil marine contractor serving the infrastructure sector, today announced changes in its management structure.

On February 25, 2014, Mike Pearson, Orion Marine Group's President and Chief Executive Officer, notified the Company's Board of Directors of his plans to retire from the Company at the end of 2014, but continue as a Director. As a result, the Board has begun to implement its succession plan and is working with Mr. Pearson to provide for a smooth transition over the next ten months. Under the Board's transition plan, Mr. Pearson has relinquished his President title, but will remain Chief Executive Officer until December 31, 2014. At that time, he will retire, but will remain a Director of the Company.

Mr. Pearson stated, "Over my tenure at Orion we have had solid growth in our operational assets and capabilities, broadened our talented workforce, expanded our permanent presence into new markets, and managed through a significant downturn in the economy. Orion Marine Group is well positioned for the future and for continued growth. Being Chief Executive Officer of this Company has been a great honor and I am proud of our many accomplishments."

Today the Board announced it has named Mark R. Stauffer as President of Orion Marine Group. Mr. Stauffer has over 28 years of experience, has overseen the daily field operations of the Company since 2011, and has been a part of operations and management oversight since he joined the Company in 1999. Further, Mr. Stauffer has been integral to the development and ongoing growth strategy of the Company, including managing through the recent economic downturn. Mr. Stauffer has served as the Company's Chief Financial Officer since 1999, Executive Vice President since 2007, and served as Secretary from 2004 until 2007. The Board will begin working with Mr. Pearson to transition the duties of Chief Executive Officer to Mr. Stauffer by the end of the year, when he will assume the Chief Executive Officer title, in addition to retaining the President title.

"We are pleased Mark has been named Orion Marine Group's President and then will assume the CEO duties beginning in 2015," said Richard Daerr, Orion Marine Group's Chairman of the Board of Directors. "Mark has been instrumental in developing the Company alongside Mike and he possess the right skill set to continue the growth of the Company into the future. Mark has a proven track record of execution and a clear vision for the future expansion of the Company. We believe Mark has the proven ability to assume the position of CEO and will work well to execute the strategic vision of the Company when Mike retires.

I would like to thank Mike for the excellent job he has done and continues to do as CEO. Mike has been a valuable asset and has successfully lead the Company through a very difficult economic time. We believe Mike will continue to be an asset as he continues to serve on the Board."

Additionally, Christopher J. DeAlmeida has been named Orion Marine Group's Vice President and Chief Financial Officer. Mr. DeAlmeida, is an accomplished financial executive with over 15 years of public company accounting and financial management experience and has overseen most of the Company's daily financial and accounting responsibilities since 2012, when he was named Vice President, Finance and Accounting. Prior to that Mr. DeAlmeida served as the Company's Director of Finance from 2011 to 2012 and served as Director of Investor Relations from 2007 to 2011. Prior to joining Orion, Mr. DeAlmeida held progressively responsible positions in accounting, finance and investor relations with Continental Airlines, Inc. (NYSE: UAL) and BMC Software, Inc.

Mr. Pearson commented, "The appointment of Mark as President and Chris as Chief Financial Officer is the first step in our succession plan with the ultimate goal of transitioning the full responsibilities of Chief Executive Officer to Mark when I retire. I am confident that Mark, Chris and the rest of the management team will be successful in continuing to grow the Company, as they have been instrumental in achieving our growth to date. Through the remainder of the

year, I will be actively engaged with Mark and the Board during this transition. From there, I am excited to remain on the Board of Directors and look forward to supporting the continued solid growth of the Company as we move forward."

About Orion Marine Group

Orion Marine Group, Inc. provides a broad range of marine construction and specialty services on, over and under the water along the Gulf Coast, the Atlantic Seaboard, the West Coast, Alaska, Canada, and the Caribbean Basin and acts as a single source turn-key solution for its customers' marine contracting needs. Its heavy civil marine construction services include marine transportation facility construction, marine pipeline construction, marine environmental structures, dredging, and specialty services. Its specialty services include salvage, demolition, diving, surveying, towing and underwater inspection, excavation and repair. The Company is headquartered in Houston, Texas and has a near 100-year legacy of successful operations.

Forward-Looking Statements

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Please refer to the Company's Annual Report on Form 10-K, filed on March 6, 2013, which is available on its website at www.orionmarinegroup.com or at the SEC's website at www.sec.gov, for additional and more detailed discussion of risk factors that could cause actual results to differ materially from our current expectations, estimates or forecasts.

SOURCE: Orion Marine Group, Inc.

Orion Marine Group, Inc.
Drew Swerdlow, Sr. Analyst, Finance & Investor Relations, 713-852-6582