

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This short form prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. These securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws, and may not be offered or sold in the United States (as such term is defined in Regulation S under the U.S. Securities Act) except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. This short form prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any of these securities within the United States. See "Plan of Distribution".

Information has been incorporated by reference in this prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of Tidewater Midstream and Infrastructure Ltd. at the head office located at Suite 900, 222 – 3rd Avenue S.W., Calgary, Alberta, T2P 0B4, Telephone: (587) 475-0210, and are also available electronically at www.sedar.com.

FINAL SHORT FORM PROSPECTUS

New Issue

August 1, 2019



TIDEWATER
Midstream and Infrastructure Ltd.

\$75,000,000

**5.50% Convertible Unsecured Subordinated Debentures
Due September 30, 2024**

Price: \$1,000 per Debenture

Tidewater Midstream and Infrastructure Ltd. ("**Tidewater**" or the "**Corporation**") is hereby qualifying pursuant to this short form prospectus the distribution (the "**Offering**") of \$75,000,000 aggregate principal amount of 5.50% convertible unsecured subordinated debentures (the "**Debentures**") due September 30, 2024 (the "**Maturity Date**").

The Debentures will bear interest at an annual rate of 5.50% payable semi-annually in arrears, on the last Business Day (as defined herein) of March and September in each year (each an "**Interest Payment Date**") commencing on March 31, 2020. The March 31, 2020 interest payment will represent accrued interest for the period from and including the Closing Date (as defined herein) up to but excluding March 31, 2020. The Debentures will be governed by a debenture indenture (the "**Indenture**") to be dated as of the Closing Date and to be entered into between the Corporation and TSX Trust Company (the "**Debenture Trustee**"). See "*Details of the Offering – General*", "*Use of Proceeds*" and "*Consolidated Capitalization*".

Debenture Conversion Privilege

Each Debenture will be convertible into freely tradeable common shares of the Corporation ("**Common Shares**") at the option of the holder of a Debenture at any time prior to the close of business on the earliest of: (i) the Business Day immediately preceding the Maturity Date, (ii) if called for redemption, on the Business Day immediately preceding the date fixed for redemption, or (iii) if called for repurchase pursuant to a Change of Control (as defined herein), on the Business Day immediately preceding the payment date, into 537.6344 Common Shares for each \$1,000 principal amount of Debentures, representing a conversion price (the "**Conversion Price**") of \$1.86 per share, subject to adjustment in certain events as described in the Indenture. In the event that a holder of Debentures exercises their conversion right, such holder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date (as defined herein) up to but excluding the date of conversion. The Conversion Price will be subject to adjustment for, among other things, the declaration of dividends above the Dividend Threshold Amount (as defined herein). Further particulars concerning the conversion privilege, including provisions for the adjustment of the Conversion Price, are set out under "*Details of the Offering – Conversion Rights*".

The Debentures are not redeemable at the option of the Corporation prior to September 30, 2022, except upon the satisfaction of certain conditions after a Change of Control has occurred. On and after September 30, 2022 and prior to September 30, 2023, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to their principal amount plus accrued and unpaid interest, provided the Current Market Price (as defined herein) preceding the date on which notice of redemption is given is at least 125% of the Conversion Price. On and after September 30, 2023, and prior to the Maturity Date, the Debentures may be redeemed by the

Corporation, in whole or in part, at a redemption price equal to par plus accrued and unpaid interest, if any, up to but excluding the date of redemption. Tidewater shall provide not more than 60 days nor less than 30 days prior notice of redemption. See "*Details of the Offering – Redemption*" and "*Risk Factors – Risks relating to the Corporation's Business – Amendment to Credit Facilities in Connection with the Offering*".

The Corporation may, at its option, subject to applicable regulatory approval and provided that no Event of Default (as defined herein) has occurred and is continuing, elect to satisfy its obligation to pay the principal amount of the Debentures that are to be redeemed or that have matured and accrued and unpaid interest, upon not less than 40 days and not more than 60 days prior notice, by issuing to the holders thereof that number of freely tradeable Common Shares determined by dividing the principal amount of the Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable. In addition, subject to applicable regulatory approval and provided that no Event of Default has occurred, freely tradeable Common Shares may be issued to the Debenture Trustee and sold, with the proceeds used to satisfy the obligation to pay interest on the Debentures. See "*Details of the Offering – Method of Payment*".

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures purchased under the (final) short form prospectus. This may affect the pricing of the Debentures in the secondary market, the transparency and availability of trading prices, the liquidity of the Debentures, and the extent of issuer regulation. An investment in the Debentures is subject to a number of risks and investment considerations that should be considered by a prospective purchaser. See "*Risk Factors – Risks Relating to the Offering*".

The issued and outstanding Common Shares are listed on the Toronto Stock Exchange (the "**TSX**") under the symbol "TWM". The TSX has conditionally approved the listing of the Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Debentures on the TSX. Listing of the Debentures and such Common Shares is subject to the Corporation's fulfillment of all the requirements of the TSX on or before October 23, 2019. See "*Risk Factors – Risks Relating to the Offering – Market for the Debentures*".

On July 23, 2019, the last full trading day prior to the public announcement of the Offering, the closing price of the Common Shares on the TSX was \$1.34. On July 31, 2019, the last trading day on the TSX prior to the date of this short form prospectus, the closing price of the Common Shares on the TSX was \$1.28. See "*Risk Factors – Risks Relating to the Offering – Market for the Debentures*".

The terms of the Offering, including the offering price for the Debentures, were determined by negotiation between the Corporation and CIBC World Markets Inc. and National Bank Financial Inc., as lead underwriters, on their own behalf and on behalf of RBC Dominion Securities Inc., AltaCorp Capital Inc., Cormark Securities Inc., Scotia Capital Inc., Macquarie Capital Markets Canada Ltd., Canaccord Genuity Corp., GMP Securities L.P., Raymond James Ltd., Beacon Securities Limited, Haywood Securities Inc., Industrial Alliance Securities Inc., Desjardins Securities Inc. and Paradigm Capital Inc. (collectively, the "**Underwriters**"). See "*Plan of Distribution*" and "*Relationship Among the Corporation and Certain Underwriters*".

	<u>Price to the Public</u>	<u>Underwriters' Fee⁽¹⁾</u>	<u>Net Proceeds to the Corporation⁽²⁾</u>
Per Debenture	\$1,000	\$40	\$960
Total ⁽³⁾	\$75,000,000	\$3,000,000	\$72,000,000

Notes:

- (1) Pursuant to the terms of the Underwriting Agreement (as defined herein), the Corporation has agreed to pay to the Underwriters a fee (the "**Underwriters' Fee**") equal to 4.00% of the gross proceeds of the offering of the Debentures. See "*Details of the Offering*" and "*Plan of Distribution*".
- (2) Before deducting expenses of the Offering, estimated to be \$750,000, which will be paid from the general funds of the Corporation.
- (3) The Corporation has granted to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 11,250 Debentures at a price of \$1,000 per Debenture (plus accrued interest from the Closing Date to the closing date of the Over-Allotment Option), exercisable, at any time and from time to time, in whole or in part, until the date which is 30 days following Closing Date to cover over-allotments, if any, and for market stabilization purposes. If the Over-Allotment Option is exercised in full, the total gross proceeds of the Offering, the Underwriters' Fee and the net proceeds to the Corporation (before deducting expenses of the Offering) will be \$86,250,000, \$3,450,000 and \$82,800,000, respectively. This short form prospectus also qualifies the distribution of the Debentures issuable upon exercise of the Over-Allotment Option. See "*Plan of Distribution*" and the table below.

The following table sets forth the number of Debentures that may be issued by the Corporation pursuant to the Over-Allotment Option.

<u>Underwriters' Position</u>	<u>Maximum size or number of securities held</u>	<u>Exercise period</u>	<u>Exercise price</u>
Over-Allotment Option	\$11,250,000 principal amount of Debentures	Exercisable up to 30 days following closing of the Offering	\$1,000 per Debenture

Note:

- (1) Plus accrued interest from the Closing Date to the closing date of the Over-Allotment Option.

A purchaser who acquires Debentures forming part of the Underwriters' over-allotment position acquires those securities under this short form prospectus, regardless of whether the over-allotment position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

The Underwriters, as principals, conditionally offer the Debentures, subject to prior sale, if, as and when issued by the Corporation and accepted by the Underwriters in accordance with the conditions contained in the Underwriting Agreement referred to under "*Plan of Distribution*". The Offering is subject to the approval of certain legal matters relating to Canadian law on the Corporation's behalf by DLA Piper (Canada) LLP, Calgary, Alberta and on behalf of the Underwriters by Burnet, Duckworth & Palmer LLP, Calgary, Alberta.

Subscriptions for Debentures will be received subject to rejection or allotment in whole or in part, and the right is reserved to close the subscription books at any time without notice. It is expected that the Offering will close on or about August 8, 2019 or such other date not later than the date that is 42 days following the date of the receipt for this short form prospectus as Tidewater and the Underwriters may agree (the "**Closing Date**").

Except in certain limited circumstances: (i) the Debentures will be issued and deposited in electronic form with CDS Clearing and Depository Services Inc. ("**CDS**") or its nominee pursuant to the book-based system administered by CDS; (ii) certificates evidencing the Debentures will not be issued to subscribers; and (iii) subscribers will receive only a customer confirmation from an Underwriter or other registered dealer who is a CDS participant (a "**Participant**") and from or through whom a beneficial interest in the Debentures are purchased. No certificates will be issued unless specifically requested. Subscribers who are not issued a certificate evidencing the Debentures are entitled under the *Business Corporations Act* (Alberta) (the "**ABCA**") to request that a certificate be issued in their name. Such a request will need to be made through the Participant through whom the beneficial interest in the securities is held at the time of the request. See "*Details of the Offering – Book-Based System for Debentures*".

Investors should be aware that the acquisition, holding and disposition of the securities described in this short form prospectus may have tax consequences in Canada or elsewhere depending on each particular investor's specific circumstances. Investors should consult their own tax advisors with respect to such tax considerations. See "*Certain Canadian Federal Income Tax Considerations*". Investors who are not residents of Canada for tax purposes should consult their own tax advisors concerning the consequences to them of acquiring Debentures under the Offering.

Subject to applicable laws, the Underwriters may, in connection with the Offering, effect transactions which stabilize or maintain the market price of the Debentures and Common Shares at levels other than those that might otherwise prevail on the open market in accordance with applicable market stabilization rules. Such transactions, if commenced, may be discontinued at any time. **The Underwriters propose to offer the Debentures initially at the offering price specified above. After a reasonable effort has been made to sell all the Debentures at the price specified, the Underwriters may subsequently reduce the selling price to investors from time to time in order to sell any of the Debentures remaining unsold. Any such reduction will not affect the proceeds received by the Corporation.** See "*Plan of Distribution*".

The Corporation's pro forma earnings coverage ratios for the 12 month periods ended December 31, 2018 and March 31, 2019 were 1.85 and 0.66 times, respectively, the Corporation's interest requirements for such periods. See "*Earnings Coverage*" in this short form prospectus".

CIBC World Markets Inc., National Bank Financial Inc. and RBC Dominion Securities Inc. are direct or indirect wholly-owned subsidiaries of certain Canadian chartered banks which are lenders to the Corporation and to which the Corporation is presently indebted. Additionally, AltaCorp Capital Inc. is a majority-owned subsidiary of ATB Financial. ATB Financial is a provincially regulated financial institution and is also a lender to the Corporation and to which the Corporation is presently indebted. Consequently, the Corporation may be considered to be a connected issuer of CIBC World Markets Inc., National Bank Financial Inc., RBC Dominion Securities Inc. and AltaCorp Capital Inc. under applicable Canadian securities laws. All of the net proceeds of the Offering will be used by the Corporation to repay a portion of its outstanding indebtedness to such lenders. See "*Relationship Among the Corporation and Certain Underwriters*", "*Use of Proceeds*" and "*Consolidated Capitalization*".

An investment in the Debentures is speculative and involves a high degree of risk, including risks inherent in the Corporation's involvement in the natural gas, NGL and crude oil midstream infrastructure business. The risk factors identified under the headings "*Risk Factors*" in the Annual Information Form (as defined herein) and in this short form prospectus and "*Forward-Looking Information*" in this short form prospectus should be carefully reviewed and evaluated by prospective purchasers before purchasing any Debentures. An investment in the Debentures is suitable for only those investors who are willing to risk a loss of their entire investment.

The Debentures may be sold only in those jurisdictions where offers and sales are permitted. This short form prospectus is not an offer to sell or a solicitation of an offer to buy the Debentures in any jurisdiction where it is unlawful. Closing of the Offering is also subject to a number of conditions, including the approval of the TSX and, among other things, completion of a formal amending agreement in respect of the Credit Facilities (as defined herein). See "*Risk Factors – Risk Relating to the Credit Facilities*", "*Risk Factors – Risks relating to the Corporation's Business – Amendment to Credit Facilities in Connection with the Offering*" and "*Risk Factors – Risks Relating to the Offering – Market for Debentures*".

The Corporation's head office is located at Suite 900, 222 – 3rd Avenue S.W., Calgary, Alberta, T2P 0B4 and its registered office is located at Suite 1000, 250 – 2nd Street S.W., Calgary, Alberta, T2P 0C1.

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SELECTED DEFINITIONS

In this short form prospectus, the abbreviations and terms set forth below have the following meanings:

"**ABCA**" has the meaning attributed thereto on the cover page;

"**Applicable Period**" means any period announced by the Board of Directors as a period of time for which a cash dividend or distribution will be declared and paid by the Corporation to the holders of all or substantially all of the outstanding Common Shares;

"**Annual Financial Statements**" means the audited annual consolidated financial statements of the Corporation as at December 31, 2018 and for the years ended December 31, 2018 and 2017, together with the notes thereto and the independent auditors' report thereon;

"**Annual Information Form**" means the annual information form of the Corporation for the year ended December 31, 2018 dated March 13, 2019;

"**Annual MD&A**" means the management's discussion and analysis of the financial condition and results of operation of the Corporation for the year ended December 31, 2018;

"**Acquisition**" has the meaning attributed thereto under "*Recent Developments*";

"**Acquisition Agreement**" has the meaning attributed thereto under "*Recent Developments*";

"**bbls/d**" means barrels per day;

"**Board of Directors**" or "**Board**" means the board of directors of the Corporation;

"**BRC**" means the Brazeau River Complex located in the West Pembina region in central Alberta, wherein the Corporation has a 100% interest and which consists of a 225 MMcf/d deep-cut gas processing facility with approximately 10,000 bbls/d of liquid fractionation capability;

"**Business Day**" means any day, other than a Saturday or Sunday or any other day that the Debenture Trustee in Calgary, Alberta or Toronto, Ontario, is not generally open for the transaction of business;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Change of Control**" has the meaning attributed thereto under "*Details of the Offering – Change of Control*";

"**Closing Date**" means the date of the closing of the Offering, which is expected to occur on or about August 8, 2019 or such other date not later than the date which is 42 days after the date of the receipt for this short form prospectus, as the Corporation and the Underwriters may mutually agree;

"**Common Share**" means a common share in the capital of the Corporation;

"**Common Share Interest Payment Election**" has the meaning attributed thereto under "*Details of the Offering – Method of Payment – Interest Payment Election*";

"**Conversion Date**" means the date on which an Debenture is surrendered for conversion when the register of the Debenture Trustee is open and in accordance with the provisions of the Indenture or, in the case of a Debenture Certificate, on the date on which it is received by the Debenture Trustee in accordance with the provisions of the Indenture; provided that if an Debenture is surrendered for conversion on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares

shall become the holder or holders of record of such Common Shares as at the date on which such registers are next reopened;

"Conversion Price" means \$1.86 per Common Share, subject to adjustment in accordance with the Indenture;

"Corporation" or **"Tidewater"** means Tidewater Midstream and Infrastructure Ltd.;

"CRA" means the Canada Revenue Agency;

"Credit Facilities" has the meaning set out in Note 5 to the table under *"Consolidated Capitalization"*;

"Current Market Price" means the volume-weighted average trading price per Common Share for the 20 consecutive trading days ending on the fifth trading day preceding the date of determination on the TSX (or, if the Common Shares are not listed on the TSX, on such stock exchange on which the Common Shares are listed as may be selected for such purpose by the Board and approved by the Debenture Trustee, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market). The volume-weighted average trading price shall be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said 20 consecutive trading days by the total number of Common Shares so sold;

"Debenture Beneficial Owner" has the meaning attributed thereto under *"Details of the Offering – Book-Based System for Debentures"*;

"Debenture Certificate" means a certificate evidencing Debentures issued pursuant to the Indenture;

"Debenture Offer" has the meaning attributed thereto under *"Details of the Offering – Change of Control"*;

"Debenture Offer Price" has the meaning attributed thereto under *"Details of the Offering – Change of Control"*;

"Debenture Trustee" has the meaning attributed thereto on the cover page;

"Debentureholders" means holders of Debentures;

"Debentures" has the meaning attributed thereto on the cover page;

"Deferred Share Unit" or **"DSU"** means a deferred share unit granted pursuant to the Corporation's DSU Plan;

"Dividend Threshold Amount" means, generally, a cash dividend greater than \$0.01 per Common Share payable quarterly or \$0.04 per Common Share in the aggregate on an annual basis;

"DSU Plan" means the Corporation's Deferred Share Unit plan;

"Effective Date" has the meaning attributed thereto under *"Details of the Offering – Cash Change of Control"*;

"Event of Default" has the meaning attributed thereto under *"Details of the Offering – Events of Default and Waiver"*;

"Financial Statements" means, collectively, the Annual Financial Statements and the Interim Financial Statements;

"GAAP" means generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute, which, for greater certainty, shall include IFRS;

"IFRS" means the International Financial Reporting Standards issued by the International Accounting Standards Board for publicly accountable enterprises, or such other generally accepted accounting principles and practices applied in Canada from time to time;

"Indenture" has the meaning attributed thereto on the cover page;

"Interest Obligation" means the Corporation's obligation to pay interest on the Debentures in accordance with the Indenture;

"Interest Payment Date" has the meaning attributed thereto on the cover page;

"Interim Financial Statements" means the unaudited condensed interim consolidated financial statements of the Corporation as at March 31, 2019 and for the three months ended March 31, 2019 and 2018, together with the notes thereto;

"Interim MD&A" means the management's discussion and analysis of the financial condition and results of operation of the Corporation for the three-month period ended March 31, 2019;

"Lead Underwriters" means CIBC World Markets Inc. and National Bank Financial Inc., the lead underwriters for the Offering;

"Lenders" means certain Canadian chartered banks who are lenders to the Corporation pursuant to the Credit Facilities;

"Make-Whole Premium" has the meaning attributed thereto under "*Details of the Offering – Cash Change of Control*";

"Maturity Date" means September 30, 2024;

"MD&A" means, collectively, the Annual MD&A and the Interim MD&A;

"MMcf" means million cubic feet;

"MMcf/d" means million cubic feet per day;

"NGL" or **"NGLs"** means natural gas liquids, consisting of any one of ethane, propane, butane and condensate or a combination thereof;

"Notes" means \$125,000,000 aggregate principal amount of 6.75% senior unsecured notes of the Corporation due December 19, 2022;

"Offering" means the offering of \$75,000,000 aggregate principal amount of 5.50% Debentures at a price of \$1,000 per Debenture pursuant to this short form prospectus and, where the context requires, includes the offering of up to an additional \$11,250,000 aggregate principal amount of Debentures pursuant to the Over-Allotment Option;

"Options" means options to acquire Common Shares granted pursuant to the Corporation's stock option plan;

"Option Plan" means the Corporation's Option plan;

"Over-Allotment Option" means the option granted to the Underwriters to purchase up to an additional 11,250 Debentures on the same terms and conditions as the Offering, exercisable in whole or in part, at any time and from time to time, for a period commencing on the Closing Date and ending on the date which is 30 days following Closing Date, to cover over-allotments, if any and for market stabilization purposes;

"Participant" has the meaning attributed thereto on the cover page;

"Performance Share Unit" or **"PSU"** means a performance share unit granted pursuant to the Corporation's performance share unit plan;

"PSU Plan" means the Corporation's Performance Share Unit plan;

"Pioneer Pipeline" has the meaning attributed thereto under *"Recent Developments"*;

"Pipestone East Battery" has the meaning attributed thereto under *"Recent Developments"*;

"Pipestone Energy" has the meaning attributed thereto under *"Recent Developments"*;

"Pipestone Gas Plant" means the Corporation's 100 MMcf/d sour, deep-cut Montney gas plant with acid gas injection and 20,000 bbls/d of NGL processing capability, as well as an extensive gathering pipeline network in the Pipestone area near Grande Prairie, Alberta;

"Pipestone Gas Storage Assets" has the meaning attributed thereto under *"Recent Developments"*;

"Pipestone Liquids Handling Infrastructure" has the meaning attributed thereto under *"Recent Developments"*;

"Redemption Date" means the date set for the redemption of the Debentures;

"Redemption Price" means, in respect of an Debenture, the amount including accrued and unpaid interest up to (but excluding) the Redemption Date fixed for such Debenture, payable on the Redemption Date, the principal portion of which may be payable by the issuance of the Common Share qualified hereunder;

"Resident Holder" is a holder of Debentures who, for purposes of the Tax Act, is resident in Canada;

"Restricted Share Unit" or **"RSU"** means a restricted share unit granted pursuant to the Corporation's restricted share unit plan;

"RSU Plan" means the Corporation's Restricted Share Unit plan;

"Senior Creditor" means a holder or holders of Senior Indebtedness and includes any representative or representatives or trustee or trustees of any such holder or holders;

"Senior Indebtedness" has the meaning attributed thereto under *"Details of the Offering – Subordination"*;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time;

"TSX" means the Toronto Stock Exchange;

"Underwriters" has the meaning attributed thereto on the cover page;

"Underwriters' Fee" means 4.00% of the gross proceeds of the Offering;

"Underwriting Agreement" means the agreement dated effective as of July 23, 2019 among the Corporation and the Underwriters in respect of the Offering;

"United States" or **"U.S."** means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

"U.S. Securities Act" means the *United States Securities Act of 1933*, as amended.

Words importing the singular number only include the plural, and vice versa, and words importing any gender include all genders. All dollar amounts set forth in this short form prospectus are in Canadian dollars, except where otherwise indicated.

FORWARD-LOOKING INFORMATION

This short form prospectus and certain of the documents incorporated by reference herein contain certain statements or disclosures that constitute forward-looking information under applicable Canadian securities laws. Forward-looking information includes, but is not limited to, information with respect to prospective results of operations, financial position or cash flows. All statements and disclosures, other than those of historical fact, about possible events, conditions, results of operations, activities, events, outcomes, results or developments based on assumptions about future economic conditions and courses of action that the Corporation anticipates or expects may or will occur in the future (in whole or in part) should be considered forward-looking information. In some cases, forward-looking information can be identified by terms such as "anticipate," "continue," "estimate," "expect," "may," "will," "project," "should" or "believe". In particular, this short form prospectus, and the documents incorporated by reference herein, contain or may contain forward-looking information pertaining to the following:

- the closing of the Offering and the use of proceeds from the Offering;
- the terms of the Offering;
- the timing of any regulatory approvals and consents in connection with the Offering;
- the timing and terms of any amendments to the Credit Facilities;
- the interest payable on the Debentures;
- Tidewater's ability to benefit from the combination of growth opportunities and the ability to grow through capital projects;
- Tidewater's acquisition strategy, the criteria to be considered in connection therewith and the benefits to be derived therefrom;
- expected project schedules, regulatory timelines, completion/in-service dates, capital expenditures and capacities associated with capital projects, including the completion date of the Pipestone Gas Plant;
- the emergence of accretive growth opportunities;
- the ability to achieve an appropriate level of quarterly cash dividends;
- supply and demand for services;
- budgets, including future capital, operating or other expenditures and projected costs;
- estimated utilization rates and throughputs;
- the effectiveness of Tidewater's health, safety, environment and integrity programs;
- the Corporation's ability to raise capital;
- the Corporation's treatment under regulatory regimes and tax laws;

- the nature of contractual arrangements with third parties in respect of Tidewater's business; and
- expected levels of operating costs, general administrative costs, costs of services and other costs and expenses.

Various factors or assumptions are typically applied by the Corporation in drawing conclusions or making the forecasts, projections, predictions or estimations set out in forward-looking information based on information currently available to the Corporation. These factors and assumptions include, but are not limited to:

- the timely receipt of required regulatory approvals for the Offering;
- the timely receipt of the consent of the Corporation's lenders and/or an amendment to the Credit Facilities to permit the Offering of the Debentures and the execution of the Indenture;
- the satisfaction of all conditions to closing for the Offering;
- general economic and industry trends;
- future natural gas, crude oil and NGL prices;
- the Corporation's ability to obtain and retain qualified staff and equipment in a timely and cost-effective manner;
- the impact of increasing competition;
- receipt of regulatory approvals;
- operating costs;
- processing and marketing margins;
- future capital expenditures to be made by the Corporation;
- the ability to obtain additional financing on satisfactory terms;
- the ability of Tidewater to successfully market its products;
- the Corporation's future debt levels and the ability of the Corporation to repay its debt when due;
- foreign currency, exchange and interest rates;
- projected capital investment levels and the successful and timely implementation of capital projects;
- anticipated timelines and budgets being met in respect of the Corporation's projects and operations;
- the ability of the Corporation to obtain equipment, services, supplies and personnel in a timely manner and at an acceptable cost to carry out its evaluations and activities; and
- the timely receipt of required regulatory approvals.

Actual results, performance or achievements of the Corporation may differ materially from those contemplated in the forward-looking information. Factors and risks that could cause actual results or outcomes to differ materially from the results expressed or implied by forward-looking information include, among other things:

- general economic, political, market and business conditions, including fluctuations in interest rates, foreign exchange rates and stock market volatility;
- activities of producers and customers, oil sands development activity and overall industry activity levels;
- operational matters, including potential hazards inherent in the Corporation's operations and the effectiveness of health, safety, environmental and integrity programs;
- fluctuations in commodity prices, inventory levels and supply/demand trends;

- regulatory approvals and timelines of the Corporation's capital projects;
- cost overrun on capital projects;
- losses of key customers;
- actions by governmental authorities, including changes in government regulation, tariffs and taxation;
- changes in operating and capital costs, including fluctuations in input costs;
- changes in environmental and other regulations;
- activities of other facility owners, including access to third party facilities;
- competition for, among other things, business, capital, acquisition opportunities, requests for proposals, materials, equipment, labour and skilled personnel;
- environmental risks and hazards, including risks inherent in the transportation of NGLs which may create liabilities to the Corporation in excess of the Corporation's insurance coverage, if any;
- failure of third parties' reviews, reports and projections to be accurate;
- risks arising from co-ownership of facilities;
- risks associated with others constructing and contract operating the Corporation's facilities;
- construction and engineering variables associated with capital projects, including the availability of contractors, engineering and construction services, accuracy of estimates and schedules, and the performance of contractors;
- the availability of capital on acceptable terms;
- changes in the credit-worthiness of counterparties;
- adverse claims made in respect of the Corporation's properties or assets;
- risks and liabilities associated with the transportation of dangerous goods;
- competitive action by other companies;
- effects of weather conditions;
- reputational risks;
- reliance on key personnel;
- technology and security risks;
- potential losses which would stem from any disruptions in production, including work stoppages or other labour difficulties, or disruptions in the transportation network on which the Corporation is reliant;
- technical and processing problems, including the availability of equipment and access to properties;
- changes in gas composition;
- failure to realize the anticipated benefits of recently completed acquisitions; and
- the other factors set out under "*Risk Factors*" in this short form prospectus and in the Annual Information Form or set out in the management's discussion and analysis of financial position and results of operations accompanying the financial statements of the Corporation and incorporated by reference herein.

Readers are cautioned that the foregoing lists of factors and risks are not exhaustive. The forward-looking statements contained in this short form prospectus are presented for the purpose of assisting readers in

understanding its operations, prospects, risks and other external factors that impact us specifically as at and for the periods ended on the dates presented, and may not be appropriate for other purposes.

The information contained in this short form prospectus, including documents incorporated by reference herein, identifies additional factors that could affect the operating results and performance of the Corporation. Investors should carefully consider those factors. Management of the Corporation has set out the above summary of assumptions and risks related to forward-looking information included in this short form prospectus and the documents incorporated by reference herein in order to provide potential purchasers of the Debentures with a more complete perspective on the Corporation's future operations. Readers are cautioned that this information may not be appropriate for other purposes.

Investors are further cautioned that the preparation of financial statements in accordance with IFRS requires management to make certain judgments and estimates that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent liabilities. These estimates may change, having either a negative or positive effect on profit, as further information becomes available and as the economic environment changes.

The forward-looking information contained in this short form prospectus and the documents incorporated by reference herein is expressly qualified by this cautionary statement. The forward-looking information contained in this short form prospectus or in any of the documents incorporated by reference herein are made as of the date of the respective document and was provided for the purpose of describing the anticipated effects of the Offering on the Corporation's business operations. The Corporation does not undertake any obligation to publicly update or revise any forward-looking information except as required under applicable securities laws and does not have any policies or procedures in place concerning the updating of forward-looking information other than those required under applicable securities laws.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of Tidewater Midstream and Infrastructure Ltd. at the head office located at Suite 900, 222 – 3rd Avenue S.W., Calgary, Alberta, T2P 0B4, Telephone: (587) 475-0210, and are also available electronically at www.sedar.com.

The following documents of the Corporation, which have been filed with the various securities commissions or similar authorities in the provinces of Canada, are specifically incorporated by reference into and form an integral part of this short form prospectus:

- (a) the management information circular and proxy statement of the Corporation dated April 2, 2018 in respect of the annual general and special meeting of shareholders of the Corporation held on May 14, 2018;
- (b) the Annual Information Form;
- (c) the Annual Financial Statements;
- (d) the Annual MD&A;
- (e) the Interim Financial Statements;
- (f) the Interim MD&A;

- (g) the management information circular and proxy statement of the Corporation dated March 28, 2019 in respect of the annual general and special meeting of shareholders of the Corporation held on May 14, 2019;
- (h) the "template version" (as such term is defined in National Instrument 41-101 – *General Prospectus Requirements*) of the term sheet for the Offering dated July 23, 2019, with English and French versions filed on SEDAR on July 23, 2019; and
- (i) the material change report dated July 30, 2019 with respect to the Offering.

Any documents of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in a short form prospectus, including any annual information form, annual financial statements and the auditors' report thereon, interim financial statements, management's discussion and analysis of financial conditions and results of operations, material change report (except a confidential material change report), business acquisition report and information circular, filed by the Corporation after the date of this short form prospectus and prior to the termination of this distribution are deemed to be incorporated by reference in this short form prospectus. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of Tidewater Midstream and Infrastructure Ltd. at the head office located at Suite 900, 222 – 3rd Avenue S.W., Calgary, Alberta, T2P 0B4, Telephone: (587) 475-0210, and are also available electronically at www.sedar.com.

Any statement contained in this short form prospectus or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this short form prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this short form prospectus.

MARKETING MATERIALS

Any "template version" of any "marketing materials" (as such terms are defined under applicable Canadian securities laws) prepared in connection with the Offering is not a part of this short form prospectus to the extent that the contents of the template version of the marketing materials have been modified or superseded by a statement contained in this short form prospectus.

In addition, any template version of any other marketing materials filed with the securities commission or similar authority in each of the provinces of Canada in connection with the Offering after the date of this short form prospectus but prior to the termination of the distribution of the securities under this short form prospectus (including any amendments to, or an amended version of, any template version of marketing materials) is deemed to be incorporated by reference in this short form prospectus. The marketing materials may be viewed under the Corporation's profile on www.sedar.com.

SUMMARY OF THE OFFERING

The following is only a brief summary of the principal features of the Offering and is qualified in its entirety by the more detailed information appearing elsewhere in this short form prospectus. For a more detailed description of the terms of the Debentures, see "Details of the Offering".

- Offering:** 75,000 Debentures (86,250 Debentures assuming the exercise in full of the Over-Allotment Option) for aggregate gross proceeds of \$75,000,000 (\$86,250,000 assuming the exercise in full of the Over-Allotment Option).
- Over-Allotment Option:** Tidewater has granted to the Underwriters the Over-Allotment Option to purchase up to 15% of the Debentures issued at a price of \$1,000 per Debenture on the same terms and conditions as the Offering, exercisable in whole or in part, at the sole discretion of Lead Underwriters on behalf of the Underwriters at any time up until 30 days after the Closing Date for the purposes of covering the Underwriters' over-allocation position and for market stabilization purposes.
- Price:** \$1,000 per Debenture.
- Use of Proceeds:** The net proceeds of the Offering will be used to finance the Acquisition for approximately \$14 million, as well as repayment of a portion of the outstanding indebtedness under the Credit Facilities, which will be redrawn to fund the build-out of the Pipestone East Battery for up to \$16 million over the 12 to 18 months following closing of the Acquisition and to fund the construction of additional Pipestone Liquids Handling Infrastructure for approximately \$25 million over the next 12 months. See "*Use of Proceeds*" and "*Risk Factors – Use of Proceeds*".
- Listing and Trading:** The TSX has conditionally approved the listing of the Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Debentures on the TSX. Listing of such securities is subject to the Corporation's fulfillment of all the requirements of the TSX on or before October 23, 2019. See "*Risk Factors – Risks Relating to the Offering – Market for Debentures*".
- Closing Date:** On or about August 8, 2019, but in any event no later than 42 days following the date of the receipt for this short form prospectus.
- Risks and Uncertainties:** Investors should carefully review and consider certain risk factors before investing in Debentures. See "*Risk Factors*" and "*Forward-Looking Information*".
- Maturity Date:** September 30, 2024
- Interest:** 5.50% per annum. Interest on the Debentures is payable semi-annually in arrears on the last Business Day in March and September of each year, commencing March 31, 2020. The first interest payment on March 31, 2020 will include interest accrued from and including the Closing Date to, but excluding, March 31, 2020.

Subject to receipt of applicable regulatory approvals and provided that no Event of Default has occurred and is continuing, Tidewater may elect to satisfy, in whole or in part, its obligation to pay interest on the Debentures by issuing and delivering to the Debenture Trustee freely tradeable Common Shares to be sold by the Debenture Trustee, with the proceeds used to pay interest owing on the Debentures. See "*Details of the Offering – Method of Payment*".

Conversion:

Each Debenture will be convertible into freely tradeable Common Shares at the option of the holder of a Debenture at any time prior to the close of business on the earliest of: (i) the Business Day immediately preceding the Maturity Date, (ii) if called for redemption, on the Business Day immediately preceding the Redemption Date, and (iii) if called for repurchase pursuant to a Change of Control, on the Business Day immediately preceding the payment date, in each case, into 537.6344 Common Shares for each \$1,000 principal amount of Debentures, representing a Conversion Price of \$1.86 per Common Share, subject to adjustment in certain events (provided that, if called for repurchase pursuant to a Change of Control, under no circumstances will the representative Conversion Price be less than \$1.069655). In the event that a Debentureholder exercises their conversion right, such holder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date up to but excluding the Conversion Date. The Conversion Price will be subject to adjustment for, among other things, the declaration of dividends above the Dividend Threshold Amount. Further particulars concerning the conversion privilege, including provisions for the adjustment of the Conversion Price, are set out under "*Description of the Debentures – Conversion Rights*".

Redemption:

The Debentures are not redeemable prior to September 30, 2022, except upon the satisfaction of certain conditions after a Change of Control has occurred. On and after September 30, 2022 and prior to September 30, 2023, the Debentures may be redeemed by Tidewater, in whole or in part, at the Redemption Price, provided that the Current Market Price prior to the date on which notice of redemption is given is at least 125% of the Conversion Price. On and after September 30, 2023, and prior to the Maturity Date, the Debentures may be redeemed by the Corporation, in whole or in part, at the Redemption Price. Tidewater shall provide not more than 60 days nor less than 30 days prior notice of redemption. See "*Details of the Offering – Redemption*".

Payment upon Redemption or Maturity:

On redemption or at maturity of the Debentures, Tidewater will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount equal to the principal amount of the outstanding Debentures, together with accrued and unpaid interest thereon.

Tidewater may, at its option, on not more than 60 days and not less than 40 days prior notice, subject to applicable regulatory approval and provided no Event of Default has occurred and is continuing, elect to satisfy its obligation to repay all or any portion of the

principal amount of the Debentures and any accrued and unpaid interest that are to be redeemed or that are to mature, by issuing and delivering to the holders thereof that number of freely tradeable Common Shares determined by dividing the principal amount of the Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable (the "**Share Payment Right**"). No fractional Common Shares will be issued on redemption or at maturity but in lieu thereof Tidewater will satisfy fractional interests by a cash payment equal to the Current Market Price of the fractional interest. See "*Details of the Offering – Method of Payment*".

Restriction on Share Payment Right on Redemption:

Tidewater may not, directly or indirectly (through a subsidiary or otherwise) undertake or announce any rights offering, issuance of securities, subdivision of the Common Shares, dividend or other distribution on the Common Shares or any other securities, capital reorganization, reclassification or any similar type of transaction in which:

- (a) the number of securities to be issued;
- (b) the price at which securities are to be issued, converted or exchanged; or
- (c) any property or cash that is to be distributed or allocated,

is in whole or in part based upon, determined in reference to, related to or a function of, directly or indirectly, (i) the exercise or potential exercise of the Share Payment Right, or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the Share Payment Right. See "*Details of the Offering – Method of Payment*".

Change of Control:

The Corporation will give notice of the occurrence of a Change of Control, being the acquisition by any person, or group of persons acting jointly or in concert, of ownership of, voting control or direction over, 50% or more of the outstanding voting securities of Tidewater, or the sale or other transfer of all or substantially all of the consolidated assets of Tidewater, and will make an offer in writing to purchase the Debentures then outstanding (the "**Debenture Offer**"), at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition (the "**Debenture Offer Price**"). If 90% or more of the aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered to Tidewater pursuant to the Debenture Offer, Tidewater will have the right to redeem all of the remaining Debentures at the Debenture Offer Price. See "*Details of the Offering – Change of Control*".

In addition to the requirement of Tidewater to make a Debenture Offer in the event of a Change of Control, subject to regulatory approval, if a Change of Control occurs in which 10% or more of the consideration for the Common Shares in the transaction or transactions constituting a Change of Control consists of: (i) cash,

other than cash payments made in respect of dissenters' appraisal rights and cash payments for fractional Common Shares, (ii) equity securities that are not traded or intended to be traded immediately following such transaction on a stock exchange; or (iii) other property that is not traded or intended to be traded immediately following such transaction on a stock exchange, then during the period beginning ten trading days before the anticipated date on which the Change of Control becomes effective (the "**Change of Control Date**") and ending 30 days after the Debenture Offer is delivered to Debentureholders, holders of Debentures will be entitled to convert their Debentures and, subject to certain limitations, receive, subject to and upon completion of the Change of Control, in addition to the number of Common Shares they would otherwise be entitled to receive as set out under "*Details of the Offering – Conversion Rights*", an additional number of Common Shares per \$1,000 principal amount of Debentures as set out in the Debenture Indenture. See "*Details of the Offering – Conversion Rights*" and "*Details of the Offering – Cash Change of Control*".

Subordination:

The payment of the principal of, and interest on, the Debentures will be subordinated and postponed in right of payment, as set forth in the Indenture, to the full and final payment of all Senior Indebtedness, including indebtedness to trade and other creditors of Tidewater. The Debentures will not limit the ability of Tidewater to incur additional indebtedness, including indebtedness that ranks senior to the Debentures, or from mortgaging, pledging or charging its properties to secure any indebtedness. See "*Details of the Offering – Subordination*".

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.

The Corporation was incorporated under the ABCA on February 4, 2015 and is engaged in the acquisition and development of oil and gas infrastructure, including natural gas processing and extraction plants, pipelines, NGLs and crude oil by rail, export terminals and storage facilities.

On April 1, 2016, the Corporation completed an internal reorganization whereby the Corporation and 1947517 Alberta Ltd., a wholly-owned subsidiary of the Corporation, assumed all of the assets and liabilities of Tidewater Processing Limited Partnership and, subsequently, Tidewater Processing Limited Partnership was dissolved and the Corporation vertically amalgamated with 1947517 Alberta Ltd.

Three of Tidewater's material wholly-owned subsidiaries are as follows:

- Tidewater Propane Inc. – incorporated under the ABCA on October 22, 2015 and owns and operates the Corporation's retail propane business;
- Tidewater Pipelines Ltd. – incorporated under the ABCA on March 30, 2017 and owns and operates an 80 km interprovincial (British Columbia and Alberta) sales gas pipeline; and
- Tidewater Logistics Ltd. – incorporated under the ABCA on March 30, 2017 and owns and operates the Corporation's NGL trucking business.

In addition, the Corporation holds a 50% interest in the Pioneer Pipeline Limited Partnership (the "**Pioneer Pipeline LP**"). On December 14, 2018, TransAlta (through its subsidiary, TransAlta Generation Partnership) exercised its option to acquire a 50% ownership interest in the Pioneer Pipeline. The Corporation and TransAlta each own 50% of the Pioneer Pipeline through a limited partnership, Pioneer Pipeline LP. The Pioneer Pipeline LP carries on the business of owning, developing, constructing and operating the Pioneer Pipeline.

The Corporation's head office is located at Suite 900, 222 – 3rd Avenue S.W., Calgary, Alberta, T2P 0B4 and its registered office is located at Suite 1000, 250 – 2nd Street S.W., Calgary, Alberta, T2P 0C1.

For further information on the Corporation and its business, see the Annual Information Form, which is incorporated by reference herein.

RECENT DEVELOPMENTS

On March 14, 2019, the Corporation announced that the Pipestone Gas Plant is fully contracted. Tidewater has received significant support for future gas processing and liquids handling expansion at the Pipestone Gas Plant and is currently evaluating an expansion of the facility. The Pipestone Gas Plant has received all the required regulatory approvals, including with respect to the acid gas injection well, and has commenced commissioning operations. The project remains on budget with an expected in-service date in the third quarter of 2019.

On March 25, 2019, the Corporation announced the divestiture of its 32 megawatt cogeneration units at the Pipestone Gas Plant for cash proceeds of \$85 million. In conjunction with the divestiture, the Corporation entered into a long-term energy services agreement whereby the purchaser will supply power to the Pipestone Gas Plant once construction is complete in exchange for fixed energy fee payments.

Tidewater's operated Pioneer Pipeline, connecting the BRC to TransAlta's generating units at Keephills and Sundance ("**Pioneer Pipeline**"), transported first gas in late May 2019, approximately four months ahead of schedule. The Pioneer Pipeline is currently flowing approximately 50 MMcf/d of natural gas during this start-up phase where initial flows may fluctuate depending on market conditions. Increased throughput of approximately 130 MMcf/d of natural gas will commence flowing through the Pioneer Pipeline on

November 1, 2019. Tidewater and TransAlta each own a 50% interest in the Pioneer Pipeline which is backstopped by a 15-year take-or-pay agreement from TransAlta at market rate tolls.

During the second quarter of 2019, the Corporation completed facility expansion work on its existing gas storage facility located near the Pipestone Gas Plant, including the construction of a 24 km, 30-inch natural gas pipeline to Alliance and TCPL as well as several pipeline connections to its the Pipestone Gas Plant (the "**Pipestone Gas Storage Assets**").

Total project costs associated with the expansion are expected to be approximately \$75 million, of which \$55 million will be funded by way of \$25 million preferred equity contribution from a joint venture partner as well as a \$30 million non-recourse project finance credit facility (which credit facility will be with National Bank of Canada, as lender, and will reduce debt under the Credit Facilities). The non-recourse funding transaction for the Pipestone Gas Storage Assets is expected to close in August 2019. The Corporation will contribute the Pipestone Gas Storage Assets into a limited partnership whereby Tidewater will retain 85% of the cashflows after interest and preferred share payments to the joint venture partner. As part of the closing of this funding transaction, incidental amendments to the Credit Facilities were completed for the transaction to proceed.

On July 23, 2019, the Corporation announced that it entered into an agreement (the "**Acquisition Agreement**") to acquire from Pipestone Energy Corp. ("**Pipestone Energy**"), a 100% working interest in a strategic 30 MMcf/d raw gas compression, 5,400 bbls/d condensate handling and associated water disposal battery ("**Pipestone East Battery**") for total consideration of up to \$30 million in cash (the "**Acquisition**"). Tidewater will pay \$14 million on closing of the Acquisition and up to \$16 million over the next 12 to 18 months to finalize the design, construction, and commissioning of the Pipestone East Battery. The Pipestone East Battery will be located approximately 24 km directly east of Pipestone Gas Plant and will be a physical extension of existing Tidewater infrastructure that services Pipestone Energy.

On July 23, 2019, the Corporation also announced that, concurrently upon signing the Acquisition Agreement, Tidewater entered into certain other commitments with Pipestone Energy for Tidewater's current and future projects in the Pipestone area, including:

- a 10-year take-or-pay agreement for compression, separation and liquids handling at the Pipestone East Battery;
- an extension of Pipestone Energy's current 30 MMcf/day take-or-pay commitment at the Pipestone East Battery from a 5-year term to a 10-year term;
- a 10-year, 20 MMcf/d take-or-pay commitment for Tidewater's proposed expansion of the Pipestone East Battery, subject to the project receiving final investment decision by Tidewater on or before year-end 2019 and such expansion plant being commissioned by Tidewater on or before the end of the second quarter of 2022; and
- a 10-year dedication of an existing Pipestone Energy facility to Tidewater's liquids handling expansion project.

On July 23, 2019, the Corporation also announced plans to invest an incremental \$25 million of net proceeds from the Offering, over the next 12 months, in liquids handling infrastructure (the "**Pipestone Liquids Handling Infrastructure**") in order to increase truck-in, stabilization, treating and storage capacity at the Pipestone Gas Plant due to increased demand in the area.

ONGOING ACQUISITIONS, DISPOSITIONS AND FINANCING ACTIVITIES

Tidewater continues to evaluate potential acquisitions with a view to its stated corporate objectives, including the acquisitions of all types of oil and gas infrastructure assets as part of its on-going asset portfolio management program. Additionally, Tidewater continues to evaluate potential dispositions of non-

core assets and potential farm-out opportunities with other industry participants in respect of its oil and gas infrastructure assets in circumstances where Tidewater believes it is prudent to do so based on, among other things, its capital program, development plan timelines and the risk profile of such assets. Tidewater is normally in the process of evaluating several potential acquisitions and dispositions at any one time which individually or in the aggregate could be material although Tidewater cannot predict, as of the date hereof, whether any current or future opportunities will result in one or more acquisitions or dispositions for the Corporation.

Additionally, Tidewater continuously evaluates its capital structure, liquidity and capital resources, and financing opportunities that arise from time to time. Tidewater may in the future complete financings through, issuing preferred shares, Common Shares or debt (which may be convertible into Common Shares) or using joint venture structures or asset level financing, for purposes that may include financing acquisitions, Tidewater's existing operations and capital expenditures, or for the repayment of indebtedness. Tidewater continues to receive expressions of interest from third parties including private equity sources, and is evaluating financing alternatives to execute the optimal path forward for the Corporation. As of the date hereof, except for the Offering, Tidewater has not reached a binding agreement on the pricing or terms of any potential material financing. Tidewater cannot predict whether any current or future financing opportunity will result in one or more material financings being completed.

USE OF PROCEEDS

The following table sets forth the total gross proceeds available to Tidewater upon the completion of the Offering:

	Without including the exercise of the Over- Allotment Option	Including the exercise of the Over-Allotment Option
Acquisition	\$30,000,000	\$30,000,000
Pipestone Liquids Handling Infrastructure	\$25,000,000	\$25,000,000
Repayment of Indebtedness under Credit Facilities	\$16,250,000	\$27,050,000
Underwriters' Fee	\$3,000,000	\$3,450,000
Expenses and costs relating to the Offering	\$750,000	\$750,000
Total gross proceeds pursuant to the Offering	\$75,000,000	\$86,250,000

A portion of the net proceeds from the Offering of approximately \$30 million will be used to acquire and build-out the Pipestone East Battery pursuant to the Acquisition. The total cash consideration payable under the Acquisition Agreement is up to \$30 million consisting of an initial cash payment by Tidewater of approximately \$14 million to purchase existing compression, power generation, water handling infrastructure and facility equipment (which will be funded upon closing of the Offering), with a commitment to fund up to \$16 million to finalize the design, construction and commissioning of the Pipestone East Battery, which is expected to be completed over the next 12 to 18 months.

The Corporation plans to invest an incremental \$25 million of net proceeds from the Offering, over the next 12 months, in the Pipestone Liquids Handling Infrastructure.

The net proceeds of the Offering remaining following the payment of \$14 million pursuant to the Acquisition will be used to repay indebtedness under the Credit Facilities, which will be redrawn for the Pipestone East Battery build-out and the Pipestone Liquids Handling Infrastructure and for general corporate purposes. Tidewater's current indebtedness under the Credit Facilities has been incurred in the normal course of business and operations in connection with asset acquisitions, three large growth capital programs, including the Pipestone Gas Plant, Pioneer Pipeline and Pipestone Gas Storage Facility, and other expenditures made by the Corporation. During the two-year period preceding the date of this short form prospectus the Corporation may have incurred indebtedness under the Credit Facilities in connection with the payment of all or a portion of the purchase price in respect of the acquisition by the Corporation on December 31, 2017 of certain assets including an 85% working interest in a gas processing facility (Ram River) for a purchase price of \$35 million. In particular, Tidewater's indebtedness under the Credit Facilities

that was incurred since March 31, 2019 primarily relates to the Pipestone Gas Plant and the Pioneer Pipeline capital projects. The Corporation will draw on the Credit Facilities as needed for capital required beyond the balance of the net proceeds.

The Corporation anticipates that the amending agreement to the Credit Facilities to permit the Offering and the entering into by the Corporation of the Indenture will include a covenant on the part of the Corporation that it will apply the net proceeds of the Offering for the foregoing purposes. See "*Plan of Distribution*" and "*Risk Factors – Risks relating to the Corporation's Business – Amendment to Credit Facilities in Connection with the Offering*".

While the Corporation intends to use the net proceeds of the Offering and the exercise of the Over-Allotment Option, if any, as stated above, there may be circumstances that are not known at this time, including potential future corporate or asset acquisition opportunities, where a reallocation of such proceeds may be advisable for business reasons that management believes are in Tidewater's best interests. The use of the balance of the net proceeds of the Offering by the Corporation is consistent with the Corporation's stated business objective to build a diversified midstream and infrastructure company in the marketing, terminalling and transportation of North American NGLs. While the Corporation believes that it has the skills and resources necessary to accomplish its stated business objectives, participation in the exploration for and development of oil and natural gas has a number of inherent risks. See "*Risk Factors*" herein and in the Annual Information Form.

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of the Corporation under IFRS as at March 31, 2019 and as anticipated as at June 30, 2019: (i) before giving effect to the Offering; and (ii) after giving effect to the Offering, assuming the Over-Allotment Option is not exercised. Other than as described below, there has not been and will not be, as applicable, any material change in the share or loan capital of the Corporation, on a consolidated basis, since March 31, 2019 and as anticipated by June 30, 2019.

Designation	Outstanding as at March 31, 2019 before giving effect to the Offering	Outstanding as at March 31, 2019 after giving effect to the Offering ⁽¹⁾⁽²⁾	Outstanding as at March 31, 2019 after giving effect to the Offering and Acquisition ⁽¹⁾⁽²⁾	Outstanding as at June 30, 2019 before giving effect to the Offering	Outstanding as at June 30, 2019 after giving effect to the Offering ⁽¹⁾⁽²⁾	Outstanding as at June 30, 2019 after giving effect to the Offering and Acquisition ⁽¹⁾⁽²⁾
Shareholder Equity						
Share Capital						
Common Shares ⁽³⁾⁽⁴⁾ (unlimited)	\$433,892,000 (330,930,000 Common Shares)	\$433,892,000 (330,930,000 Common Shares)	\$433,892,000 (330,930,000 Common Shares)	\$434,072,000 (331,054,000 Common Shares)	\$434,072,000 (331,054,000 Common Shares)	\$434,072,000 (331,054,000 Common Shares)
Debentures – Equity ⁽⁶⁾	N/A	\$2,213,000 (75,000 Debentures)	\$2,213,000 (75,000 Debentures)	N/A	\$2,213,000 (75,000 Debentures)	\$2,213,000 (75,000 Debentures)
Debt						
Credit Facilities						
Authorized ⁽⁵⁾	\$350,000,000	\$350,000,000	\$350,000,000	\$350,000,000	\$350,000,000	\$350,000,000
Amount Drawn ⁽⁶⁾	\$238,300,000	\$167,050,000	\$181,050,000	\$320,050,000	\$248,800,000	\$262,800,000
Debentures – Liability ⁽⁷⁾	N/A	\$68,289,000	\$68,289,000	N/A	\$68,289,000	\$68,289,000
Notes payable	\$125,000,000	\$125,000,000	\$125,000,000	\$125,000,000	125,000,000	125,000,000

Notes:

- (1) The Debentures may be converted, at the option of the holder, into Common Shares under specific circumstances. See "*Details of the Offering – Conversion Rights*".
- (2) After deducting the estimated expenses of the Offering of \$750,000 and the Underwriters' Fee of \$3,000,000 and assuming the Over-Allotment Option is not exercised.
- (3) Does not include Common Shares issuable upon vesting of an aggregate of 10,180,507 Restricted Share Units, 70,000 Deferred Share Units, 1,009,231 Performance Share Units and 11,404,165 Stock Options, each as outstanding as of March 31, 2019.
- (4) Does not include 3,750,000 Common Shares which are pending issuance pursuant to an asset acquisition which has been approved by the Alberta Energy Regulator but for which the corresponding license transfer applications are pending processing by such regulator.

- (5) The Corporation has a \$350,000,000 extendible, revolving term and operating credit facilities with a syndicate of Canadian banks bearing interest at bank rates plus an applicable margin (the "**Credit Facilities**"). The maturity date of the Credit Facilities is August 23, 2021, which may be further extended by one year with the consent of the Lenders. The Corporation is required to comply with covenants under the Credit Facilities which include (among other things) a prohibition on the incurrence by the Corporation of certain non-permitted indebtedness. Pursuant to the terms of the Underwriting Agreement, it is a condition to the closing of the Offering that (among other things): (i) the consent of the Lenders to the Offering and to the Corporation entering into the Indenture be obtained; and (ii) the Lenders' agreement to amend the Credit Facilities to permit the Offering and the Corporation entering into the Indenture be obtained, failing either of which, the Offering will not close. It is anticipated that such amendment will, among other things, restrict the ability of the Corporation to make any payments of principal, interest, fees or otherwise in respect of the Debentures other than the payment of regularly scheduled interest and the payment of the principal amount at the Maturity Date, provided that at the time of such payment no default, event of default or borrowing base shortfall under the Credit Facilities has occurred and is continuing or would result, or reasonably be expected to result, therefrom. In addition, it is anticipated that such amendment will restrict the ability of the Corporation to make any prepayments of principal under the Debentures without the consent of the Lenders. As at March 31, 2019 and as anticipated at June 30, 2019, the Credit Facilities were \$238.3 million and will be \$320.1 million drawn, respectively. See "*Risk Factors – Risks Related to the Corporation's Business – Amendment to Credit Facilities in Connection with the Offering*".
- (6) The Corporation intends to use the proceeds from the Offering to repay approximately \$57.25 million of the Credit Facilities (\$68.05 million if the Over-Allotment Option is exercised in full). See "*Use of Proceeds*".
- (7) Represents the face value of the Debentures without fair value adjustments determined in accordance with IFRS. Under IFRS, the Debentures will be included as a liability measured initially at their fair value and subsequently at amortized cost, net of issue costs, with the remainder (representing the value of the conversion feature) included as equity. The equity portion is \$3.1 million before issue costs allocated to the equity component of \$0.2 million and deferred tax effect of \$0.7 million. For accounting purposes, the portion of the Debentures classified as a liability will be accreted over the term of the Debentures to increase the carrying value of the liability up to the principal balance of the outstanding Debentures at the Maturity Date with the accretion recognized as interest expense.
- (8) Neither the Corporation's independent auditors nor any other independent accountants have compiled, examined, or performed any procedures with respect to the anticipated June 30, 2019 results contained herein, nor have such persons expressed any opinion or any other form of assurance on such prospective financial information or its achievability, and, as such, such persons assume no responsibility for, and disclaim any association with, such prospective financial information.

EARNINGS COVERAGE

After giving effect to the issuance of the Debentures, but not including the Debentures issued pursuant to exercise of the Over-Allotment Option, and assuming the repayment of a portion of the outstanding indebtedness under the Credit Facilities with the net proceeds of the Offering, subsequent to the respective calculation period as if the issuance and changes had occurred at the beginning of the calculation period, and all servicing costs that have been, or are expected to be, incurred in connection therewith and after giving effect to the Offering, the Corporation's *pro forma* interest requirements (including accretion associated with the portion of the principal amount of the Debentures classified as equity pursuant to IFRS) for the 12 months ended: (i) December 31, 2018 was \$19.3 million and the Corporation's net income (loss) attributable to shareholders before deducting interest and income taxes for such period was \$35.7 million, being approximately 1.85 times the Corporation's *pro forma* interest requirements for such period; and (ii) March 31, 2019 was \$22.6 million and the Corporation's net income (loss) attributable to shareholders before deducting interest and income taxes for such period was \$15.0 million, being approximately 0.66 times the Corporation's *pro forma* interest requirements for such period. The earnings coverage ratio for the 12 months ended March 31, 2019 is less than one-to-one. The Corporation would have required an increase of \$7.5 million in the numerator of this earnings coverage ratio in order to achieve an earnings coverage ratio of one-to-one for such period.

Under IFRS, the Debentures will be included on the Corporation's balance sheet as a liability, with a portion allocated to equity related to the conversion feature and with the related interest expensed as incurred and financing charges amortized, using the effective interest method.

The following table sets out the earnings coverage ratios discussed above in accordance with IFRS.

<i>(\$000s, except Earnings Coverage Ratio)</i>	For the 12 months ended December 31, 2018	For the 12 months ended March 31, 2019
Interest Expense ⁽¹⁾⁽²⁾	8,799	7,102
Capitalized Interest	10,500	15,500
Denominator for Earnings Coverage Ratio	19,299	22,602
Net Income (Loss) and Comprehensive Income (Loss)	20,318	8,386
Income Tax Expense (Recovery)	8,965	1,907
Interest Expense	6,387	4,690
Numerator for Earnings Coverage Ratio	35,670	14,983
Earnings Coverage Ratio	1.85	0.66

Notes:

- (1) Includes a full 12 months of interest expense under IFRS as if the Debentures were issued at the beginning of the calculation period.
- (2) Interest expense included in the earnings coverage ratios include accretion relating to the portion of the Debentures reflected in equity and the amortization of deferred financing charges.
- (3) The denominator for the earnings coverage ratio has been adjusted for: (i) the Offering; and (ii) the repayment of a portion of the outstanding indebtedness under the Credit Facilities with the net proceeds of the Offering.

DETAILS OF THE OFFERING

The following is a summary of the material attributes and characteristics of the Debentures. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of the Debenture Indenture, which will be filed with the applicable Canadian securities regulatory authorities and will be available on SEDAR at www.sedar.com.

General

The Debentures will be issued under the Indenture. The Debenture Trustee is the trustee under the Indenture and the Corporation's transfer agent.

The Debentures to be issued will be in the aggregate principal amount of \$75,000,000 (\$86,250,000 assuming the Over-Allotment Option is exercised in full). The Corporation may, from time to time, without the consent of the Debentureholders, issue additional debentures of a different series under the Indenture, in addition to the Debentures offered hereby.

The Debentures will be dated as of the Closing Date and will have a maturity date of September 30, 2024. The Debentures will be issuable only in denominations of \$1,000 and integral multiples thereof and will bear interest from and including the date of issue at 5.50% per annum, which will be payable semi-annually in arrears on the last Business Day in March and September of each year, commencing on March 31, 2020. The first interest payment will include interest accrued from the Closing Date to, but excluding, March 31, 2020. Assuming the Closing Date occurs on August 8, 2019, the first interest payment payable on March 31, 2020 will be \$35.56164384 per \$1,000 principal amount of Debentures.

The principal amount of, plus accrued and unpaid interest on, the Debentures is payable in lawful money of Canada or, at the option of the Corporation, subject to the receipt of applicable regulatory approvals and such other matters as set out in the indenture, in the event of redemption or at maturity of the Debentures, by delivery of fully paid, non-assessable and freely tradeable Common Shares as further described under "*Details of the Offering – Method of Payment – Payment of Principal on Redemption or at Maturity*". The interest on the Debentures is payable in lawful money of Canada, including, at the option of the Corporation, in accordance with the Common Share Interest Payment Election as described under "*Details of the Offering – Method of Payment – Interest Payment Election*".

The Debentures are direct obligations of the Corporation and will not be secured by any mortgage, pledge, hypothec or other charge and will be subordinated to other liabilities of the Corporation as described under "*Description of the Debentures – Subordination*". The Indenture does not restrict the Corporation from

incurring additional indebtedness for borrowed money or otherwise or from mortgaging, pledging or charging the Corporation's properties to secure any indebtedness.

Subordination

The payment of the principal of, and interest on, the Debentures will be subordinated and postponed in right of payment, as set forth in the Indenture, to the full and final payment of all Senior Indebtedness of the Corporation including indebtedness to trade and other creditors of the Corporation. "**Senior Indebtedness**" of the Corporation will be defined in the Indenture to mean, in effect, the principal of and premium or make-whole amount, if any, and interest, or any other amounts payable thereunder, if any, on all existing and future indebtedness (including the Notes and any indebtedness to trade creditors), liabilities and obligations of Tidewater (other than the Debentures), unless it is provided by the terms of the instrument creating or evidencing such indebtedness, liabilities or obligations that such indebtedness, liabilities or obligations are *pari passu* with or subordinate in right of payment to Debentures which by their terms are subordinated; and provided that Senior Indebtedness shall not include the indebtedness, liabilities or obligations of a subsidiary of Tidewater to the extent Tidewater is a creditor of such subsidiary ranking at least *pari passu* with such indebtedness, liabilities or obligations. Subject to statutory preferred exceptions, each debenture issued under the Indenture will rank *pari passu* with each other debenture issued thereunder and with all other present and future subordinated and unsecured indebtedness of Tidewater except for sinking fund provisions (if any) applicable to different series of debentures or other similar types of obligations of Tidewater.

The Indenture will provide that in the event of any distribution of the assets of Tidewater on any dissolution, winding-up, total liquidation or reorganization of Tidewater (whether in bankruptcy, insolvency or receivership proceedings, or upon an "assignment for the benefit of creditors" or any other marshalling of the assets, properties or liabilities of Tidewater, or otherwise), the then holders of Senior Indebtedness will receive payment in full, or provision will be made for such payment, before the holders of Debentures will be entitled to receive any payment on account of the indebtedness, liabilities and obligations of the Corporation under the Indenture or the Debentures, whether on account of principal, interest or otherwise.

The Indenture will also provide that no payment on account of the indebtedness, liabilities and obligations of the Corporation under the Indenture or the Debentures, whether on account of principal, interest or otherwise, shall be made by Tidewater: (i) upon the occurrence of a default, an event of default or an acceleration under any Senior Indebtedness or any swap obligation of any Senior Creditor or its affiliates; (ii) upon any default with respect to any Senior Indebtedness permitting the holders thereof to accelerate the maturity thereof; or (iii) if such payment would result in a default with respect to any Senior Indebtedness permitting the holders thereof to accelerate the maturity thereof; unless and until such default shall have been cured or waived or shall have ceased to exist, and neither the Debenture Trustee nor the holders of Debentures shall be entitled to demand, institute proceedings for the collection of, or receive any payment or benefit (including without limitation by set-off, combination of accounts or otherwise in any manner whatsoever) on account of the Debentures after the happening of such a default, and unless and until such default shall have been cured or waived or shall have ceased to exist, such payments shall be held in trust for the benefit of, and, if and when such Senior Indebtedness shall have become due and payable, shall be paid over to, the Senior Creditors until all such Senior Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution to the Senior Creditors.

Conversion Rights

Each Debenture will be convertible into freely tradeable Common Shares at the option of the holder of a Debenture at any time prior to the close of business on the earliest of: (i) the Business Day immediately preceding the Maturity Date, (ii) if called for redemption, on the Business Day immediately preceding the Redemption Date, and (iii) if called for repurchase pursuant to a Change of Control, on the Business Day immediately preceding the payment date, in each case, into 537.6344 Common Shares for each \$1,000 principal amount of Debentures, representing a Conversion Price of \$1.86 per Common Share, subject to adjustment in certain events (provided that, if called for repurchase pursuant to a Change of Control, under no circumstances will the representative Conversion Price be less than \$1.069655). In the event that a

Debentureholder exercises their conversion right, such holder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date up to but excluding Conversion Date.

Subject to the provisions thereof, the Indenture will provide for the adjustment of the Conversion Price in certain events including:

- (a) the subdivision or consolidation of the outstanding Common Shares;
- (b) the distribution or the fixing of a record date for the distribution or issuance to all or substantially all of the holders of Common Shares of:
 - (i) Common Shares or shares of another class other than a dividend paid in the ordinary course or a distribution to holders of Common Shares who have elected to receive such distribution in the form of Common Shares or such other shares in lieu of cash dividends paid in the ordinary course;
 - (ii) a dividend in an amount greater than Dividend Threshold Amount;
 - (iii) certain options, rights or warrants at a price of less than 95% of the then Current Market Price;
 - (iv) assets (excluding monthly dividends paid in the ordinary course in an amount not greater than the Dividend Threshold Amount); and
- (c) the payment of cash or any other consideration in respect of an issuer bid (other than a normal course issuer bid) by Tidewater or any of its subsidiaries to shareholders of the Corporation to the extent that the cash and fair market value of any other consideration included in the payment per Common Share exceeds the Current Market Price on the date of expiry of such issuer bid.

There will be no adjustment of the Conversion Price in respect of any event described in (b) above if the holders of the Debentures are allowed (with the approval of the TSX) to participate as though they had converted their Debentures prior to the applicable record date or effective date. The Corporation will not be required to make adjustments in the Conversion Price unless the cumulative effect of such adjustments would change the Conversion Price by at least 1%.

In the case of any reclassification or capital reorganization (other than a change resulting from consolidation or subdivision) of the Common Shares, or in the case of any consolidation, amalgamation, arrangement, merger or acquisition of Tidewater with or into any other entity, or in the case of any sale or conveyance of the assets of the Corporation as, or substantially as, an entirety to any other entity, or a liquidation, dissolution or winding-up of the Corporation, the terms of the conversion privilege will be adjusted so that each holder of a Debenture will, after such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, acquisition, sale, conveyance, liquidation, dissolution or winding-up, be entitled to receive, subject to the prior approval of the TSX, the number of Common Shares or other securities or property such holder would be entitled to receive if, on the effective date thereof, it had been the holder of the number of Common Shares into which the Debenture was convertible prior to the effective date of such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, acquisition, sale, conveyance, liquidation, dissolution or winding-up.

No fractional Common Shares will be issued on any conversion but in lieu thereof the Corporation will satisfy fractional interests by a cash payment equal to the Current Market Price of any fractional interest less any applicable withholding taxes, if any; provided, however Tidewater shall not be required to make any payment of less than \$10.00.

Redemption

The Debentures are not redeemable prior to September 30, 2022, except upon the satisfaction of certain conditions after a Change of Control has occurred. On or after September 30, 2022 and prior to September 30, 2023, the Debentures may be redeemed by the Corporation, in whole or in part, at the Redemption Price, provided that the Current Market Price prior to the date on which notice of redemption is given is at least 125% of the Conversion Price. On and after September 30, 2023, and prior to the Maturity Date, the Debentures may be redeemed by the Corporation, in whole or in part, at the Redemption Price. Tidewater shall provide not more than 60 days nor less than 30 days prior notice of redemption.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a pro rata basis or in such other manner as the Debenture Trustee deems equitable, subject to the consent of the TSX, if applicable. The Corporation will have the right to purchase Debentures in the market, by tender or by private contract at any time subject to regulatory requirements.

Change of Control

The Corporation will give notice of the occurrence of a Change of Control, being the acquisition by any person, or group of persons acting jointly or in concert, of ownership of, or voting control or direction over, 50% or more of the outstanding voting securities of Tidewater (but shall not include a sale, merger, reorganization or similar transaction involving Tidewater if holders of Common Shares prior to such transaction hold at least fifty percent (50%) of the voting control in such continuing entity), or the sale or other transfer of all or substantially all of the consolidated assets of Tidewater (each, a "**Change of Control**"), and will make an offer in writing to purchase the Debentures then outstanding at the Debenture Offer Price.

The Indenture will contain notification and repurchase provisions requiring the Corporation to give written notice to the Debenture Trustee of the occurrence of a Change of Control within 15 days of such event together with the Debenture Offer. The Debenture Trustee will thereafter promptly deliver to each holder of Debentures a notice of the Change of Control together with a copy of the Debenture Offer to repurchase all the outstanding Debentures.

If 90% or more of the aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered to the Corporation pursuant to the Debenture Offer, the Corporation will have the right to redeem all of the remaining Debentures at the Debenture Offer Price. Notice of such redemption must be given by the Corporation to the Debenture Trustee within 10 Business Days following the expiry of the Debenture Offer, and as soon as possible thereafter, by the Debenture Trustee to the holders of the Debentures not tendered pursuant to the Debenture Offer.

Cash Change of Control

In addition to the requirement of Tidewater to make a Debenture Offer in the event of a Change of Control, subject to regulatory approval, if a Change of Control occurs in which 10% or more of the consideration for the Common Shares in the transaction or transactions constituting a Change of Control consists of: (i) cash, other than cash payments for fractional Common Shares and cash payments made in respect of dissenter's appraisal rights, (ii) equity securities that are not traded or intended to be traded immediately following such transaction on a stock exchange; or (iii) other property that is not traded or intended to be traded immediately following such transaction on a stock exchange, then during the period beginning ten trading days before the Change of Control Date and ending 30 days after the Debenture Offer is delivered to Debentureholders, holders of Debentures will be entitled to convert their Debentures, subject to certain limitations, and receive, subject to and upon completion of the Change of Control, in addition to the number of Common Shares they would otherwise be entitled to receive as set out under "*Details of the Offering – Conversion Rights*" above, an additional number of Common Shares per \$1,000 principal amount of Debentures as set out below (in each case, a "**Make-Whole Premium**").

The number of additional Common Shares per \$1,000 principal amount of Debentures constituting the relevant Make-Whole Premium will be determined by reference to the table below and is based on the date on which the Change of Control becomes effective (the "**Effective Date**") and the price paid per Common Share in the transaction constituting the Change of Control (the "**Offer Price**"). If holders of Common Shares receive (or are entitled and able in all circumstances to receive), only cash in the transaction, the Offer Price will be the cash amount paid per Common Share. Otherwise, the Offer Price will be equal to the Current Market Price of the Common Shares immediately preceding the Effective Date of such transaction.

The following table shows what the Make-Whole Premium would be for each hypothetical Offer Price and Effective Date set out below, expressed as additional Common Shares per \$1,000 principal amount of Debentures. For greater certainty, Tidewater will not be obliged to pay the Make-Whole Premium other than by issuance of Common Shares upon conversion, subject to the provision relating to adjustment of the Conversion Price in certain circumstances and following the completion of certain types of transactions described under "*Details of the Offering – Conversion Rights*" above.

Offer Price	Effective Date					
	August 8, 2019	September 30, 2019	September 30, 2020	September 30, 2021	September 30, 2022	September 30, 2023
\$1.33	214.2481	214.2453	214.2453	214.2453	214.2453	214.2453
\$1.35	207.6963	207.4148	203.1063	203.1063	203.1063	203.1063
\$1.40	192.3643	192.0071	186.2500	176.6513	176.6513	176.6513
\$1.45	178.3931	177.9724	171.1448	160.1310	152.0208	152.0208
\$1.50	165.6333	165.1667	157.4000	145.2000	130.6867	129.0323
\$1.75	116.2229	115.6171	104.9371	89.0629	68.7543	33.7942
\$2.00	83.5700	82.9700	71.4850	54.7700	33.1450	0.5150
\$2.25	61.3467	60.8222	49.7600	33.9956	11.8000	-
\$2.50	45.8120	45.3920	35.3800	21.5280	-	-
\$3.00	26.5433	26.3533	18.9667	9.5700	-	-
\$3.50	15.8314	15.7057	10.8029	4.9371	-	-
\$4.00	9.4800	9.0350	6.3250	2.7625	-	-
\$5.00	3.2400	2.6440	1.9780	0.7240	-	-
\$7.50	0.9760	0.7387	-	-	-	-
\$10.00	0.8860	0.7490	-	-	-	-
\$15.00	0.0067	-	-	-	-	-

The actual Offer Price and Effective Date may not be set out in the table, in which case:

- (a) if the actual Offer Price on the Effective Date is between two Offer Prices in the table or the actual Effective Date is between two Effective Dates in the table, the Make-Whole Premium will be determined by a straight-line interpolation between the Make-Whole Premiums set out for the two Offer Prices and the two Effective Dates in the table based on a 365-day year, as applicable;
- (b) if the Offer Price on the Effective Date exceeds \$15.00 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero; and
- (c) if the Offer Price on the Effective Date is less than \$1.33 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero.

The Offer Prices set out in the table above will be adjusted as of any date on which the Conversion Price of the Debentures is adjusted in accordance with the Indenture. The adjusted Offer Prices will equal the Offer Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Price as so adjusted and the denominator of which is the Conversion Price immediately prior to the adjustment giving rise to the Offer Price adjustment. The number of additional Common Shares set out in the table above will be adjusted in the same manner as the Conversion Price as set out above under "*Details of the Offering – Conversion Rights*", other than by operation of an adjustment to the Conversion Price by adding the Make-Whole Premium as described above.

Method of Payment

Payment of Principal on Redemption or at Maturity

On redemption or at maturity of the Debentures, the Corporation will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount equal to the principal amount of the outstanding Debentures, together with any accrued and unpaid interest thereon. The Corporation may, at its option, on not more than 60 days and not less than 40 days prior notice, subject to applicable regulatory approval and provided no Event of Default has occurred and is continuing, elect to satisfy its obligation on redemption or maturity to repay all or any portion of the principal amount of the Debentures that are to be redeemed or that are to mature and any accrued and unpaid interest, by issuing and delivering to the holders thereof that number of freely tradeable Common Shares determined by dividing the principal amount of the Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable. No fractional Common Shares will be issued on redemption or at maturity but in lieu thereof the Corporation will satisfy fractional interests by a cash payment equal to the Current Market Price of the fractional interest less any taxes required to be deducted or withheld, subject to the terms and conditions set out in the Indenture.

Tidewater shall not, directly or indirectly (through a subsidiary or otherwise) undertake or announce any rights offering, issuance of securities, subdivision of the Common Shares, dividend or other distribution on the Common Shares or any other securities, capital reorganization, reclassification or any similar type of transaction in which:

- (a) the number of securities to be issued;
- (b) the price at which securities are to be issued, converted or exchanged; or
- (c) any property or cash that is to be distributed or allocated,

is in whole or in part based upon, determined in reference to, related to or a function of, directly or indirectly, (i) the exercise or potential exercise of the Share Payment Right, or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the Share Payment Right.

Interest Payment Election

The Corporation may elect, from time to time, subject to applicable regulatory approval and provided that no Event of Default has occurred and is continuing, to satisfy all or part of the Corporation's obligation to pay the Interest Obligation, on an Interest Payment Date occurring after the Closing Date, (i) in cash; (ii) by delivering sufficient freely tradeable Common Shares to the Debenture Trustee for sale, to satisfy the Interest Obligation in accordance with the Indenture in which event, holders of the Debentures will be entitled to receive a cash payment equal to the interest payable, from the proceeds of the sale of such Common Shares (a "**Common Share Interest Payment Election**"); or (iii) any combination of (i) and (ii) above.

The Indenture will provide that, upon such election, the Debenture Trustee shall have the power to (a) accept delivery from the Corporation of Common Shares, (b) accept bids with respect to, and consummate sales of, such Common Shares, each as the Corporation may direct in its absolute discretion, (c) invest the proceeds of such sales in Government Obligations (as defined in the Indenture) which mature prior to the applicable Interest Payment Date, and use the proceeds received from such Government Obligations, together with any proceeds from the sale of Common Shares not invested as aforesaid, to satisfy the Interest Obligation, and (d) perform any other action necessarily incidental thereto as directed by the Corporation in its absolute discretion.

The Indenture will set forth the procedures to be followed by the Corporation and the Debenture Trustee in order to affect the Common Share Interest Payment Election. Neither the Corporation's making of the

Common Share Interest Payment Election nor the consummation of sales of Common Shares will (a) result in the holders of the Debentures not being entitled to receive on the applicable Interest Payment Date cash in an aggregate amount equal to the interest payable on such Interest Payment Date, or (b) entitle such holders to receive any Common Shares in satisfaction of the Interest Obligation.

Events of Default and Waiver

The Indenture will provide that an event of default ("**Event of Default**") in respect of the Debentures will occur if any one or more of the following described events has occurred and is continuing with respect to such Debentures: (a) failure for 30 days to pay interest on such Debentures when due; (b) failure to pay the principal of such Debentures when due, whether at maturity, upon redemption, on a Change of Control, by declaration or otherwise; (c) certain events of bankruptcy, insolvency or reorganization of the Corporation under bankruptcy or insolvency laws; or (d) certain events with respect to the winding-up or liquidation of Tidewater occur. If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion (subject to waiver thereof by the Debentureholders), and will upon request of holders of not less than 25% of the principal amount of the Debentures then outstanding, declare the principal of and interest on all outstanding Debentures to be immediately due and payable. In certain cases, the holders of more than 50% of the principal amount of such Debentures then outstanding may, on behalf of the holders of all such Debentures, waive any Event of Default and/or cancel any such declaration upon such terms and conditions as such holders may prescribe.

Modification

The rights of the holders of the Debentures as well as any other series of debentures that may be issued under the Indenture may be modified in accordance with the terms of the Indenture. For that purpose, among others, the Indenture will contain certain provisions which will make binding on all Debentureholders resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of not less than 66⅔% of the principal amount of the Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66⅔% of the principal amount of the Debentures then outstanding. In certain cases, the modification will, instead or in addition, require assent by the holders of the required percentage of Debentures of each particularly affected series.

The Corporation and the Debenture Trustee may, without the consent or concurrence of the holders of debentures under the Indenture, by supplemental indenture or otherwise, make any changes or corrections in the Indenture which they have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omissions or mistakes or manifest errors contained therein or in any indenture supplemental thereto.

Book-Based System for Debentures

On the Closing Date: (i) the Debentures will be issued and deposited in electronic form with CDS or its nominee pursuant to the book-based system administered by CDS; (ii) certificates evidencing the Debentures will not be issued to purchasers; and (iii) purchasers will receive only a customer confirmation from the Underwriter or other registered dealer who is a Participant and from or through whom a beneficial interest in the Debentures are purchased.

Neither the Corporation nor the Underwriters or the Debenture Trustee will assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Debentures held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records relating to the Debentures; or (c) any advice or representation made by or with respect to CDS and those contained in this short form prospectus and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depository for the Participants. As a result, Participants must look solely to CDS and persons, other than Participants, having an interest in the Debentures must look solely to Participants for the payment of the principal and interest on the Debentures paid by or on behalf of Tidewater to CDS.

As indirect holders of Debentures, investors should be aware that they (subject to the situations described below): (a) may not be able to sell the Debentures to institutions required by law to hold physical certificates for securities they own; and (b) may be unable to pledge Debentures as security.

The Debentures will be issued in fully registered and certificated form (the "**Debenture Certificates**") only if: (a) required to do so by applicable law; (b) the book-based system ceases to exist; (c) the Corporation or CDS advises the Debenture Trustee that CDS is no longer willing or able to continue as depository with respect to the Debentures and the Corporation has not appointed a successor depository; (d) the Corporation, at its option, decides to terminate the book-based system; or (e) after the occurrence of an Event of Default, Participants acting on behalf of beneficial owners representing, in the aggregate, more than 25% of the aggregate principal amount of the Debentures then outstanding advise CDS in writing that the continuation of a book-based system through CDS is no longer in their best interest, and provided that the Debenture Trustee has not waived the Event of Default in accordance with the terms of the Indenture. Subscribers who are not issued a certificate evidencing the Debentures are entitled under the ABCA to request a certificate be issued in their name.

Upon the termination of the book-based system on the occurrence of any of the events described in the immediately preceding paragraph, the Debenture Trustee must notify the beneficial owners of the Debentures, through CDS, of the availability through CDS of Debenture Certificates. Upon surrender by CDS of the Debentures and receipt of instructions from CDS for the new registrations, the Debenture Trustee will deliver the Debentures in the form of Debenture Certificates and thereafter the Corporation will recognize the holders of such Debenture Certificates as Debentureholders under the Indenture.

Interest on the Debentures will be paid directly to CDS while the book-based system is in effect. If Debenture Certificates are issued, interest will be paid by cheque drawn on the Corporation and sent by prepaid mail to the registered holder by the Debenture Trustee or by such other means as may become customary for the payment of interest. Payment of principal, including payment in the form of Common Shares if applicable, and the interest due, at maturity or on a Redemption Date, will be paid directly to CDS by the Debenture Trustee while the book-based system is in effect. If Debenture Certificates are issued, payment of principal, including payment in the form of Common Shares, if applicable, and interest due, at maturity or on a Redemption Date, will be paid upon surrender thereof at any office of the Debenture Trustee or as otherwise specified in the Indenture.

Transfers of beneficial ownership in Debentures will be effected through records maintained by CDS or its nominees for such Debentures (with respect to interests of Participants) and on the records of Participants (with respect to interests of persons other than Participants). Unless Tidewater elects, in its sole discretion, to prepare and deliver Debenture Certificates, beneficial owners who are not Participants in CDS' book-based system, but who desire to purchase, sell or otherwise transfer ownership of or other interests in Debentures, may do so only through Participants in CDS' book-based system.

Governing Law

Each of the Indenture and the Debentures will be governed by, and will be construed in accordance with, the laws of the Province of Alberta.

Stability Rating

The Corporation has not asked for or received a stability rating, and the Corporation is not aware that it has received any other kind of rating, including a provisional rating, from one or more approved rating organizations for the Debentures.

PLAN OF DISTRIBUTION

Pursuant to the terms and conditions of the Underwriting Agreement among the Corporation and each of the Underwriters, the Corporation has agreed to sell and the Underwriters have severally agreed to

purchase on the Closing Date, \$75,000,000 aggregate principal amount of Debentures payable in cash to the Debenture Trustee against delivery of such Debentures, subject to compliance with all necessary legal requirements and terms and conditions of the Underwriting Agreement. The Underwriting Agreement provides that the Corporation will pay the Underwriters' Fee of \$40 per Debenture. The terms of the Offering, including the offering price for the Debentures, the Conversion Price and the Make-Whole Premium were determined by negotiation between the Corporation and the Lead Underwriters on their own behalf and on behalf of the other Underwriters.

Pursuant to the terms of the Underwriting Agreement, it is a condition to the closing of the Offering that (among other things): (i) the consent of the Lenders to the Offering and to the Corporation entering into the Indenture be obtained; and (ii) the Lenders' agreement to amend the Credit Facilities to permit the Offering and the Corporation entering into the Indenture be obtained, failing either of which, the Offering will not close. It is anticipated that such amendment will, among other things, restrict the ability of the Corporation to make any payments of principal, interest, fees or otherwise in respect of the Debentures other than the payment of regularly scheduled interest and the payment of the principal amount at the Maturity Date, provided that at the time of such payment no default, event of default or borrowing base shortfall under the Credit Facilities has occurred and is continuing or would result, or reasonably be expected to result, therefrom. In addition, it is anticipated that such amendment will restrict the ability of the Corporation to make any prepayments of principal under the Debentures without the consent of the Lenders. See "*Use of Proceeds*", "*Risk Factors – Risks Relating to the Offering – Market for Debentures*" and "*Risk Factors – Risks Related to the Corporation's Business – Amendment to Credit Facilities in Connection with the Offering*".

The Corporation has granted the Underwriters the Over-Allotment Option to purchase up to an additional 11,250 Debentures at a price of \$1,000 per Debenture (plus accrued interest from the Closing Date to the closing date of the Over-Allotment Option), exercisable, at any time and from time to time, in whole or in part, until the date which is 30 days following Closing Date, to cover over-allotments, if any, and for market stabilization purposes. A purchaser who acquires Debentures forming part of the Underwriters' over-allocation position acquires those securities under this short form prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. If the Over-Allotment Option is exercised in full, the total Offering, the Underwriters' Fee and the net proceeds to the Corporation (before deducting expenses of the Offering) will be \$86,250,000, \$3,450,000 and \$82,800,000, respectively.

The obligations of the Underwriters under the Underwriting Agreement are several, not joint and not joint and several, and may be terminated at their discretion upon the occurrence of certain stated events. Such events include, but are not limited to: (a) any order to cease or suspend trading in any securities of the Corporation or prohibiting or restricting the distribution of any of the Debentures is made, or proceedings are announced, commenced or threatened for the making of any such order, by any securities commission or similar regulatory authority, by the TSX or by any other competent authority, and has not been rescinded, revoked or withdrawn; (b) any inquiry, investigation (whether formal or informal) or other proceeding in relation to Tidewater, or any of its subsidiaries, or any of their respective directors or senior officers is announced, commenced or threatened by any securities commission or similar regulatory authority, by the TSX or by any other competent authority or there is a change in law, regulation or policy or the interpretation or administration thereof, if, in the reasonable opinion of the Underwriters or any one of them, the change, announcement, commencement or threatening thereof materially adversely affects the trading or distribution of the Debentures, the Common Shares, or any other securities of the Corporation; (c) there shall have occurred, be discovered by the Underwriters, or be announced by the Corporation, any material change, change in any material fact or any new material fact in respect of the business, operations, capital or condition (financial or otherwise) or business prospects of Tidewater and its subsidiaries (taken as a whole) or the respective properties, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Tidewater and its subsidiaries (taken as a whole) that, in the sole opinion of the Underwriters, or any of them, acting reasonably, could reasonably be expected to have a significant adverse effect on the market price or value of the Debentures, the Common Shares, or any other securities of the Corporation or the marketability of the Debentures, the Common Shares, or any other securities of the Corporation; (d) there should develop, occur or come into effect or existence any event, action, state, condition or major

financial occurrence of national or international consequence, acts of hostility or escalation thereof, or any other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any law or regulation, which, in the sole opinion of the Underwriters or any one of them, acting reasonably, seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, operations or affairs of Tidewater and its subsidiaries (taken as a whole), such that it would not be practical (in the sole opinion of the Underwriters, or any one of them, acting reasonably) to market the Debentures or any other securities of the Corporation; (e) there should occur any material change or change in a material fact or the Underwriters (or any of them) shall become aware, whether as a result of their due diligence review or otherwise, of any material fact with respect to Tidewater which had not been publicly disclosed at or prior to the date of the Underwriting Agreement which, in the sole opinion of the Underwriters or any one of them, acting reasonably, could reasonably be expected to result in the purchaser of a significant number of the Debentures exercising its rights under applicable securities laws to withdraw from or rescind its purchase thereof or sue for damages or which has or could reasonably be expected to have a significant adverse effect on the market price or value of the Debentures or the Common Shares or any other securities of the Corporation or marketability of the Debentures or the Common Shares or any other securities of the Corporation; (f) Tidewater shall be in breach or default under or non-compliance with any representation, warranty, term or condition of this Agreement, in any material respect; or (g) the Underwriters (or any of them) shall become aware, as a result of its due diligence review or otherwise, of any adverse material change with respect to the Corporation (in the sole opinion of the Underwriters (or any of them)) not disclosed in the Public Record (as defined in the Underwriting Agreement) at the date of the Underwriting Agreement which would have, in the sole opinion of the Underwriters (or any of them), acting reasonably, a significant adverse effect on the market price or value or marketability of the Debentures or the Common Shares, or which had not otherwise been disclosed to the Underwriter prior to the date of the Underwriting Agreement.

If one or more Underwriters fails to purchase the Debentures which it has agreed to purchase, the remaining Underwriter(s) may terminate their obligation to purchase their allotment of Debentures, or may, but are not obligated to, purchase the Debentures not purchased by the Underwriter or Underwriters which fail to purchase; provided, however, that in the event that the percentage of the total number of Debentures which one or more Underwriters has failed or refused to purchase is 5% or less of the total number of the Debentures which the Underwriters have agreed to purchase, the other Underwriters shall be obligated severally to purchase on a pro rata basis the Debentures which would otherwise have been purchased by the one or more Underwriters which failed or refused to purchase. The Underwriters are, however, obligated to take up and pay for all Debentures if any are purchased under the Underwriting Agreement.

The Underwriting Agreement also provides that the Corporation will indemnify the Underwriters and their directors, officers, agents, shareholders and employees against certain liabilities and expenses. See "*Details of the Offering*".

Except as otherwise stated herein, the Debentures will be issued in electronic form as book entry only and must be purchased or transferred through a CDS participant. See "*Details of the Offering – Book-Based System for Debentures*".

Subject to applicable securities laws, the Underwriters may, in connection with the Offering, effect transactions which stabilize or maintain the market price of the Debentures at levels other than those that might otherwise prevail on the open market in accordance with applicable market stabilization rules. Such transactions, if commenced, may be discontinued at any time.

The Underwriters propose to offer the Debentures initially at the offering price specified herein. After a reasonable effort has been made to sell all of the Debentures at the price specified, the Underwriters may subsequently reduce the selling price to investors from time to time in order to sell any of the Debentures remaining unsold. In the event the offering price of the Debentures is reduced, the compensation received by the Underwriters will be decreased by the amount the aggregate price paid by the purchasers for the Debentures is less than the gross proceeds paid by the Underwriters to the Corporation for the Debentures. Any such reduction will not affect the proceeds received by the Corporation.

The Corporation has agreed with the Underwriters that, during the period beginning on the Closing Date and ending on the date that is 90 days after the Closing Date, will not, directly or indirectly, without the prior written consent of the Lead Underwriters, on behalf of the Underwriters, such consent not to be unreasonably withheld or delayed, issue or sell any Common Shares or other financial instruments convertible or exchangeable into Common Shares other than: (i) securities issuable pursuant to the Corporation's long-term incentive plans or employee purchase plans, including any Common Shares issuable upon payment of dividends pursuant to certain of the Corporation's compensation plans; (ii) securities issuable upon exchange, transfer, conversion or exercise rights of existing outstanding securities, or (iii) in respect up to 3,750,000 Common Shares issuable which are pending issuance pursuant to an acquisition awaiting regulatory approval.

Subscriptions for the Debentures will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. The Closing Date is anticipated to occur on or about August 8, 2019 or such other date as may be agreed upon by the Corporation and the Underwriters, but in any event not later than the date which is 42 days after the date of the receipt for this short form prospectus.

The Debentures have not been and will not be registered under the U.S. Securities Act or any state securities laws, and may not be offered or sold within the United States except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Underwriting Agreement permits the Underwriters, through their United States registered broker-dealer affiliates, to offer the Debentures to "qualified institutional buyers" (as defined in Rule 144A under the U.S. Securities Act) in the United States for sale directly by the Corporation in transactions exempt from the registration requirements of the U.S. Securities Act provided by Section 4(a)(2) thereof and exemptions under applicable state securities laws. Moreover, the Underwriting Agreement provides that the Underwriters will offer and sell the Debentures outside the United States only in accordance with Rule 903 of Regulation S under the U.S. Securities Act. In addition, until 40 days after the commencement of the Offering, an offer or sale of Debentures within the United States by any dealer (whether or not participating in the Offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act.

RELATIONSHIP BETWEEN THE CORPORATION AND CERTAIN UNDERWRITERS

CIBC World Markets Inc., National Bank Financial Inc. and RBC Dominion Securities Inc. are direct or indirect wholly-owned subsidiaries of the Lenders to the Corporation pursuant to the Credit Facilities. Additionally, AltaCorp Capital Inc. is a majority-owned subsidiary of ATB Financial. ATB Financial is a provincially regulated financial institution and is also a Lender to the Corporation pursuant to the Credit Facilities. Each of CIBC World Markets Inc., National Bank Financial Inc., RBC Dominion Securities Inc. and AltaCorp Capital Inc. are acting as Underwriters in respect of the Offering and will receive its share of the Underwriters' Fee in connection with the Offering. See Note 5 to the table under the heading "*Consolidated Capitalization*" for a description of the Credit Facilities. The fees payable to these Underwriters may be paid, directly or indirectly, out of the proceeds of the Offering. The net proceeds of the Offering will be used to repay a portion of the Corporation's outstanding indebtedness under the Credit Facilities. Consequently, the Corporation may be considered to be a "connected issuer" of such Underwriters under applicable Canadian securities laws.

As at March 31, 2019 and as anticipated at June 30, 2019, the Credit Facilities were \$238.3 million and will be \$320.1 million drawn, respectively. The Corporation is in compliance with all terms of the Credit Facilities and none of the Lenders thereunder has waived any breach by the Corporation of any agreements relating thereto since the execution of the Credit Facilities. The Credit Facilities are secured by, among other things, a debenture in the principal amount of \$750 million granting a security interest in all of the real property of the Corporation. Under the terms of the Credit Facilities, the Corporation is required to meet certain financial reporting requirements. Neither the financial position of the Corporation nor the value of the security under the Credit Facilities has changed substantially since the indebtedness of the Corporation under the Credit

Facilities was incurred, other than in the ordinary course of the Corporation's business. See "Use of Proceeds" and "Consolidated Capitalization".

The decision to distribute the Debentures and the determination of the terms of the Offering were made through negotiations between the Corporation and the Lead Underwriters, on their own behalf and on behalf of the other Underwriters. None of the Lenders had any involvement in such decision or determination; however, each of the Lenders has been advised of the issuance and the terms thereof. On completion of the Offering, each of the Underwriters will receive its respective share of the Underwriters' Fees payable by the Corporation to the Underwriters in accordance with the Underwriting Agreement. In addition, each of the Lenders may receive a portion of the net proceeds of the Offering from the Corporation used in connection with the repayment by the Corporation of a portion of the outstanding indebtedness under the Credit Facilities.

Certain of the Underwriters and their respective affiliates, including as discussed above, have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Corporation, for which they received or will receive customary fees.

DESCRIPTION OF THE COMMON SHARES

The authorized capital of the Corporation consists of an unlimited number of Common Shares and preferred shares, issuable in series. As at July 31, 2019, there were 331,094,639 Common Shares and no preferred shares issued and outstanding. Holders of Common Shares are entitled to one vote per Common Share at meetings of shareholders of the Corporation, to receive dividends if, as and when declared by the Board and to receive pro rata the remaining property and assets of the Corporation upon its dissolution or winding-up, subject to the rights of shares having priority over the Common Shares as to the right to receive such remaining property and assets of the Corporation.

MARKET FOR SECURITIES

The Common Shares are listed and posted for trading on the TSX under the trading symbol "TWM". The following table sets forth the reported intraday market price range and the trading volume for the Common Shares for the periods indicated as reported by the TSX.

Period	Common Shares		
	Price Range (\$)		Volume
	High (\$)	Low (\$)	
2018			
June	1.29	1.20	9,166,713
July	1.29	1.22	4,772,847
August	1.47	1.27	7,446,665
September	1.57	1.37	9,227,070
October	1.48	1.27	12,050,450
November	1.47	1.28	5,874,958
December	1.37	1.21	4,431,043
2019			
January	1.34	1.22	9,688,026
February	1.37	1.27	6,978,828
March	1.44	1.26	8,336,161
April	1.55	1.40	13,029,695
May	1.55	1.34	7,405,468
June	1.45	1.28	7,243,783
From July 1 to July 31	1.43	1.26	7,986,019

On July 23, 2019, being the last day on which the Common Shares traded prior to the public announcement of the Offering, the closing price of the Common Shares on the TSX was \$1.34. On July 31, 2019, being the last day on which the Common Shares traded prior to the date of this short form prospectus, the closing price of the Common Shares on the TSX was \$1.28.

PRIOR SALES

The Corporation has issued the following Common Shares or securities convertible into Common Shares in the twelve-month period preceding the date of this short form prospectus:

Month of Issuance	Description	Number of Securities Issued	Issuance/Exercise Price Per Security ⁽¹⁾ (\$)
July 2018	RSUs granted under Restricted Share Unit Plan ⁽³⁾	30,508	-
	Common Shares issued upon exercise of RSUs	9,167	-
August 2018	Common Shares issued upon settlement of RSUs	53,731	-
September 2018	Common Shares issued upon exercise of Options	3,334	\$1.29
	Common Shares issued upon settlement of RSUs	22,170	-
October 2018	Options granted under Stock Option Plan ⁽⁴⁾	2,323,750	\$1.32
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	1,799,397	-
	PSUs granted under Performance Share Unit Plan ⁽²⁾	257,390	-
	DSUs granted under Deferred Share Unit Plan ⁽⁵⁾	70,000	-
	Common Shares issued upon settlement of RSUs	134,003	-
	Common Shares issued upon exercise of Options	834	\$1.29
November 2018	Common Shares issued upon settlement of RSUs	1,281,369	-
	Options granted under Stock Option Plan ⁽⁴⁾	10,000	\$1.34
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	7,500	-
December 2018	Common Shares issued upon settlement of RSUs	68,334	-
	Options granted under Stock Option Plan ⁽⁴⁾	30,000	\$1.23
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	15,000	-
January 2019	Common Shares issued upon settlement of RSUs	51,539	-
	Options granted under Stock Option Plan ⁽⁴⁾	28,000	\$1.24
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	43,493	-
February 2019	Common Shares issued upon settlement of RSUs	16,138	-
	Common Shares issued upon exercise of Options	2,500	\$1.29
	Options granted under Stock Option Plan ⁽⁴⁾	15,000	\$1.34
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	6,564	-
March 2019	Common Shares issued upon settlement of RSUs	62,300	-
April 2019	Common Shares issued upon settlement of RSUs	87,719	-
	Common Shares issued upon exercise of Options	2,501	\$1.37
	Options granted under Stock Option Plan ⁽⁴⁾	2,327,000	\$1.41
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	1,861,173	-
	PSUs granted under Performance Share Unit Plan ⁽²⁾	217,149	-
	DSUs granted under Deferred Share Unit Plan ⁽⁵⁾	70,492	-
May 2019	Common Shares issued upon settlement of RSUs	19,779	-
	Common Shares issued upon exercise of Options	969	\$1.38
	Options granted under Stock Option Plan ⁽⁴⁾	45,500	\$1.42
	RSUs granted under Restricted Share Unit Plan ⁽³⁾	23,000	-
June 2019	Common Shares issued upon settlement of RSUs	13,604	-

Month of Issuance	Description	Number of Securities Issued	Issuance/Exercise Price Per Security ⁽¹⁾ (\$)
July 2019 (to July 26, 2019)	Common Shares issued upon settlement of RSUs	40,261	-

Notes:

- (1) Represents a weighted average exercise/issuance price.
- (2) Issued pursuant to the PSU Plan. Please refer to the Information Circular under the heading "*Statement of Executive Compensation for Tidewater – Compensation Discussion and Analysis – Elements of Compensation – Performance Share Unit Plan*" for information with respect to the PSU Plan. The PSUs are a cash value equivalent which are used to purchase Common Shares in the open market.
- (3) Issued pursuant to the RSU Plan. Please refer to the Information Circular under the heading "*Particulars of the Matters to be Acted Upon – Item 5. Approval of 2019 Restricted Share Unit Plan*" for information with respect to the RSU Plan. RSUs granted under the RSU Plan may be settled in Common Shares or cash.
- (4) Issued pursuant to the Option Plan. Please refer to the Information Circular under the heading "*Statement of Executive Compensation for Tidewater – Compensation Discussion and Analysis – Elements of Compensation – Stock Options*" for information with respect to the Option Plan. Each Option is exercisable for one Common Share.
- (5) Issued pursuant to the DSU Plan. Please refer to the Information Circular under the heading "*Statement of Director Compensation – Incentive Plan Awards – Deferred Share Unit Plan*" for information with respect to the DSU Plan. Each DSU is redeemable for one Common Share.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of DLA Piper (Canada) LLP, counsel to the Corporation, and Burnet, Duckworth & Palmer LLP, counsel to the Underwriters (collectively, "**Counsel**"), the following summary describes the principal Canadian federal income tax considerations pursuant to the Tax Act generally applicable to a person (each, a "**Holder**"): (i) who acquires the Debentures pursuant to this Offering as the beneficial owner; (ii) who, for purposes of the Tax Act and at all relevant times, holds the Debentures and the Common Shares issuable upon the conversion, redemption or maturity thereof as capital property; (iii) who, for purposes of the Tax Act and at all relevant times, deals at arm's length and is not affiliated with the Corporation or the Underwriters; and (iv) is not exempt from tax under the Tax Act. Generally, the Debentures and Common Shares will be considered to be capital property to a Holder provided the Holder does not hold the Debentures or Common Shares in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Holders resident in Canada who might not otherwise be considered to hold their Debentures or Common Shares as capital property may, in certain circumstances, be entitled to have their Debentures and Common Shares and every other "Canadian security" as defined in the Tax Act treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act.

This summary is not applicable to: (i) a Holder that is a "financial institution", as defined in the Tax Act for purposes of certain rules applicable to "mark-to-market-property" and "specified debt obligations" as defined in the Tax Act; (ii) a Holder an interest in which would be a "tax shelter investment" as defined in the Tax Act; (iii) a Holder that is a "specified financial institution" as defined in the Tax Act; (iv) a Holder whose functional currency for the purposes of the Tax Act is the currency of a country other than Canada; (v) a Holder that has or will enter into a "derivative forward agreement" or "synthetic disposition arrangement", each as defined in the Tax Act, in respect of the Debentures or Common Shares; or (vi) a Holder that is a corporation resident in Canada (or a corporation that does not deal at arm's length, for purposes of the Tax Act, with a corporation resident in Canada) and is, or becomes, as a part of a transaction or event or series of transactions or events that includes the acquisition of the Debentures or Common Shares, controlled by a non-resident corporation for purposes of the foreign affiliate dumping rules in Section 212.3 of the Tax Act. **Any such Holder should consult its own tax advisor with respect to an investment in the Debentures or Common Shares.** In addition, this summary does not address the deductibility of interest by an investor who has borrowed money to acquire Debentures pursuant to this Offering.

This summary is based upon the provisions of the Tax Act in force as of the date hereof, all specific proposals to amend the Tax Act that have been publicly announced by or on behalf of the Minister of

Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and Counsel's understanding of the current published administrative and assessing practices of the CRA. This summary assumes that all Proposed Amendments will be enacted in the form proposed; however, no assurances can be given that the Proposed Amendments will be enacted as proposed, if at all. Except for the Proposed Amendments, this summary does not take into account or anticipate changes in the income tax law, whether by legislative, governmental or judicial action, nor any changes in the administrative or assessing practices of the CRA. This summary does not take into account or anticipate provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any prospective purchaser or holder of Debentures or Common Shares, and no representations with respect to the income tax consequences to any prospective purchaser or holder are made.

Prospective investors should be aware that the purchase of Debentures and Common Shares has tax consequences which may not be described in this short form prospectus. Accordingly, prospective investors are advised to consult their own tax advisors with respect to the tax aspects of investing in, holding and disposing of the Debentures and Common Shares.

Holders Resident in Canada

The following portion of the summary is applicable to a Holder of Debentures and Common Shares who, for purposes of the Tax Act, is resident in Canada (a "**Resident Holder**").

Taxation of Interest on Debentures

A Resident Holder of Debentures that is a corporation, partnership, unit trust or any trust of which a corporation or a partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the Debentures (i) that accrues or that is deemed to accrue to it to the end of the particular taxation year, or (ii) that has become receivable by or is received by the Resident Holder before the end of that taxation year, including on conversion, redemption or maturity of the Debentures, except to the extent that such interest was included in computing the Resident Holder's income for a preceding taxation year.

Any other Resident Holder (including an individual, other than certain trusts) will be required to include in computing income for a taxation year all interest on the Debentures that is received or receivable by the Resident Holder in that taxation year (depending upon the method regularly followed by the Resident Holder in computing income), except to the extent that the interest was included in the Resident Holder's income for a preceding taxation year. In addition, if at any time a Debenture should become an "investment contract" (as defined in the Tax Act) in relation to a Resident Holder, such Resident Holder will be required to include in computing income for a taxation year any interest that accrues to the Resident Holder on the Debenture up to the end of any "anniversary day" (as defined in the Tax Act) in that year to the extent such interest was not otherwise included in the Resident Holder's income for that year or a preceding taxation year.

A Resident Holder that is throughout the year a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax on certain investment income, including interest income.

Tidewater may elect to pay interest by issuing Common Shares to the Debenture Trustee for sale, in which event a Resident Holder would be entitled to a cash payment from the proceeds of sale of such Common Shares by the Debenture Trustee. If the Corporation was to satisfy an Interest Obligation in this manner, the Canadian federal income tax consequences to a Resident Holder would not differ from those described above.

Exercise of the Conversion Privilege

A Resident Holder of Debentures that converts a Debenture into Common Shares (or Common Shares and cash in lieu of a fraction of a Common Share) pursuant to the conversion privilege will be deemed not to have disposed of the Debenture, and accordingly, will not be considered to realize a capital gain (or capital loss) on such conversion.

Under the current administrative practice of the CRA, a Resident Holder who, upon conversion of a Debenture, receives cash not in excess of \$200 in lieu of a fraction of a Common Share may either treat this amount as proceeds of disposition of a portion of the Debenture, thereby realizing a capital gain (or a capital loss), or reduce the adjusted cost base of the Common Shares that the Resident Holder receives upon conversion by the amount of the cash received.

The aggregate cost to a Resident Holder of the Common Shares acquired upon exercise of such holder's right to convert a Debenture generally should be equal to the aggregate of the adjusted cost base to the Resident Holder of the Debenture immediately before the conversion, minus any reduction of adjusted cost base for cash received in lieu of fractional shares as discussed above. Generally, the adjusted cost base to a Resident Holder of Common Shares at any time should be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Holder as capital property at such time.

Upon conversion of a Debenture, interest thereon should be included in computing the income of the Resident Holder as described above under "*Holders Resident in Canada – Taxation of Interest on Debentures*".

Other Disposition of Debentures

A disposition or deemed disposition of a Debenture by a Resident Holder, including a redemption, payment on maturity or purchase for cancellation (but not including by the conversion of a Debenture into Common Shares pursuant to the Resident Holder's conversion privilege as described above), generally should result in the Resident Holder realizing a capital gain (or, subject to certain rules in the Tax Act, a capital loss) equal to the amount by which the proceeds of disposition, net of any amount otherwise required to be included in the Resident Holder's income as interest, exceed (or are less than) the aggregate of the adjusted cost base to the Resident Holder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) should be subject to the tax treatment described below under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

If the Corporation pays any amount upon the redemption, purchase or maturity of a Debenture by issuing Common Shares to the Resident Holder, the Resident Holder's proceeds of disposition of Debenture will be equal to the fair market value, at the time of disposition of the Debenture, of the Common Shares and any other consideration so received, but not including amounts in respect of interest, as described below. The Resident Holder's adjusted cost base of the Common Shares so received will be equal to the fair market value of such Common Shares. For the purposes of determining the adjusted cost base to a Resident Holder of Common Shares so received at any time, the cost of such Common Shares will be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Holder as capital property at that time.

Any amount paid by the Corporation to a Resident Holder as a penalty or bonus because of the redemption or repurchase by it of a Debenture before the maturity thereof (for example, where the redemption price or purchase price is in excess of the principal amount) generally will be deemed to be interest (which will be excluded in computing the Resident Holder's proceeds of disposition of the Debenture) received on the Debenture by the Resident Holder at the time of payment to the extent that such amount can reasonably be considered to relate to, and does not exceed the value at the time of redemption or repurchase of, the interest that, but for the redemption or repurchase, would have been paid or payable by the Corporation on the Debenture for a taxation year of the Corporation ending after the redemption or repurchase. Such

interest will be required to be included in computing the Resident Holder's income in the manner described above under "*Holders Resident in Canada – Taxation of Interest on Debentures*".

Upon a disposition or deemed disposition of a Debenture, interest thereon should be included in computing the income of the Resident Holder as described above under "*Holders Resident in Canada – Taxation of Interest on Debentures*", except to the extent that such amount was included in the Resident Holder's income for the taxation year or a preceding taxation year, and should be excluded in computing the Resident Holder's proceeds of disposition of the Debenture.

Disposition of Common Shares

A disposition or a deemed disposition of a Common Share by a Resident Holder (except to the Corporation, other than a purchase by the Corporation in the open market if the Corporation acquired the Common Shares in the manner in which shares would normally be purchased by any member of the public in the open market) will generally result in the Resident Holder realizing a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Common Share exceeds (or are less than) the aggregate of the adjusted cost base to the Resident Holder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "*Holders Resident in Canada – Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in the Resident Holder's income for the year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a Common Share may be reduced by the amount of dividends received or deemed to be received by it on such Common Share (or on a share for which the Common Share has been substituted) to the extent and under the circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns Common Shares, directly or indirectly, through a partnership or a trust.

A Resident Holder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation", as defined in the Tax Act, may be liable to pay a refundable tax on certain investment income, including taxable capital gains.

Capital gains realized by an individual (including certain trusts) may give rise to liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

Receipt of Dividends on Common Shares

Dividends received or deemed to be received on Common Shares held by a Resident Holder will be included in the Resident Holder's income for the purposes of the Tax Act.

Such dividends received by a Resident Holder that is an individual (including most trusts) should be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by the Corporation as "eligible dividends".

Taxable dividends received by a Resident Holder who is an individual (other than certain trusts) may result in such Resident Holder being liable for alternative minimum tax under the Tax Act. **Resident Holders who are individuals should consult their own tax advisors in this regard.**

A Resident Holder that is a corporation is required to include such dividends in computing its income and generally should be entitled to deduct the amount of such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a holder that is a corporation as proceeds of a disposition or as a capital gain. The Tax Act imposes a refundable tax on dividends received (or deemed to be received) in a taxation year by Resident Holders that are either "private corporations" or "subject corporations". Resident Holders that are either "private corporations" or "subject corporations" should consult their tax advisors in this regard.

Holders Not Resident in Canada

This portion of the summary applies to a Holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention (i) is neither resident nor deemed to be resident in Canada, (ii) does not, and is not deemed to, use or hold the Debentures or Common Shares, in carrying on a business in Canada, (iii) is entitled to receive all payments (including interest and principal) in respect of a Debenture, and (iv) deals at arm's length with any transferee that is resident in Canada and to whom the Holder disposes of a Debenture (a "**Non-Resident Holder**"). In addition, this discussion does not apply to an insurer who carries on an insurance business in Canada and elsewhere or an "authorized foreign bank" (as defined in the Tax Act).

The following portion of this summary is also not applicable to a Non-Resident Holder that is at any time a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of the Corporation or that does not at any time deal at arm's length for purposes of the Tax Act with a "specified shareholder" of the Corporation. Generally, for this purpose, a "specified shareholder" is a person that owns, has a right to acquire or is otherwise deemed to own, either alone or together with persons with whom such person does not deal at arm's length for purposes of the Tax Act, shares of the Corporation's capital stock that either: (i) give the holders of such shares 25% or more of the votes that could be cast at an annual meeting of the shareholders of the Corporation; or (ii) have a fair market value of 25% or more of the fair market value of all of the issued and outstanding shares of the Corporation's capital stock. Such Non-Resident Holders should consult their own tax advisors.

Taxation of Interest on Debentures

A Non-Resident Holder will generally not be subject to Canadian withholding tax in respect of amounts paid or credited or deemed to have been paid or credited by the Corporation as, on account or in lieu of, or in satisfaction of, interest or principal on the Debentures.

Exercise of Conversion Privilege

Generally, the conversion of a Debenture into only Common Shares on the exercise of a conversion privilege by a Non-Resident Holder will be deemed not to constitute a disposition of the Debenture, and, accordingly, a Non-Resident Holder will not recognize a gain or loss on such conversion (even if the Debenture constitutes "taxable Canadian Property" of the Non-Resident Holder at the time of the conversion; however, if the Debenture constitutes "taxable Canadian property" to a particular Non-Resident Holder, the Common Shares acquired on the exchange will be deemed to be "taxable Canadian property" to such Non-Resident Holder for a period of 60 months after the exchange). On the conversion of a Debenture by a Non-Resident Holder into Common Shares and cash in lieu of a fraction of such Common Shares, if such Common Shares constitute "taxable Canadian property" to the Non-Resident Holder, as discussed below, and if the value of such cash does not exceed \$200, under the current administrative practice of the CRA, the Non-Resident Holder may choose to (i) treat this amount as proceeds of disposition and calculate and report a gain or loss and pay tax in Canada subject to relief under the Tax Treaty, or (ii) reduce, by the amount of cash received, the adjusted cost of such Common Shares received.

Disposition of Debentures and Common Shares

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Holder on a disposition or deemed disposition of a Debenture or Common Share unless the Non-Resident Holder's Debentures or Common Shares, as the case may be, are, or are deemed to be, "taxable Canadian property" (as defined in the Tax Act) to the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable tax treaty between Canada and the country of residence of the Non-Resident Holder. See the section below entitled "*Taxable Canadian Property*".

Receipt of Dividends on Common Shares

Where a Non-Resident Holder receives or is deemed to receive a dividend on Common Shares, the amount of such dividend will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend unless the rate is reduced under the provisions of an applicable income tax convention between Canada and the Non-Resident Holder's country of residence. For instance, where the Non-Resident Holder is a resident of the United States that is entitled to benefits under the Canada-United States Income Tax Convention (1980) as amended, and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends generally should be reduced to 15%.

Taxable Canadian Property

Provided the Common Shares are listed on a designated stock exchange (which currently includes the TSX) at the time of disposition, the Debentures and Common Shares generally will not constitute taxable Canadian property of a Non-Resident Holder, unless, at any time during the 60-month period preceding the disposition, (i) the Non-Resident Holder, persons not dealing at arm's length with such Non-Resident Holder, partnerships in which the Non-Resident Holder or any such person holds an interest directly by or through one or more partnerships, or the Non-Resident Holder together with all such persons and partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of the Corporation and (ii) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of: (a) real or immovable property situated in Canada; (b) "Canadian resource properties"; (c) "timber resource properties." and (d) options in respect of, or interests in or rights in property described in (a) to (c) (as such terms are defined in the Tax Act).

Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Debentures and Common Shares which are not otherwise taxable Canadian property could be deemed to be taxable Canadian property. A Non-Resident Holder whose Debentures or Common Shares are taxable Canadian property should consult their own tax advisors with respect to the consequences of disposing of such securities.

ELIGIBILITY FOR INVESTMENT

In the opinion of DLA Piper (Canada) LLP, counsel to the Corporation, and Burnet, Duckworth & Palmer LLP, counsel to the Underwriters, based on the provisions of the Tax Act in force on the date hereof, provided that the Common Shares are listed on a designated stock exchange (which currently includes the TSX) on the Closing Date, the Debentures acquired pursuant to the Offering will be, and the Common Shares issuable on the conversion, redemption or maturity of the Debentures, if issued on the date hereof, would be "qualified investments" under the Tax Act for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), deferred profit sharing plan (except in the case of Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm's length with the Corporation, has made a contribution), registered education savings plan ("**RESP**"), registered disability savings plan ("**RDSP**") and tax-free savings account ("**TFSA**").

Notwithstanding that the Debentures and Common Shares may be a "qualified investment", individuals who hold the Debentures or Common Shares through a trust governed by a TFSA, RRSP, RRIF, RESP or RDSP

will be subject to a penalty tax if the Debentures or Common Shares are a "prohibited investment" within the meaning of the Tax Act for that TFSA, RRSP, RRIF, RESP or RDSP, as the case may be. The Debentures or Common Shares will generally not be a "prohibited investment" provided the individual: (i) deals at arm's length with the Corporation for purposes of the Tax Act; and (ii) does not have a "significant interest" (as defined in the Tax Act) in the Corporation. Purchasers who may wish to hold their Debentures or Common Shares in a trust governed by a TFSA, RRSP, RRIF, RESP and RDSP are advised to consult their own tax advisors regarding the "prohibited investment" rules having regard to their own particular circumstances.

RISK FACTORS

An investment in the Debentures and Common Shares is subject to a number of risks. In addition to the risk factors set forth below, additional risk factors relating to the Corporation's business are discussed in the Corporation's Annual Information Form, the Corporation's Annual MD&A and certain other documents incorporated by reference or deemed to be incorporated by reference herein, which risk factors are incorporated herein by reference. Prospective purchasers of the Debentures should consider carefully the risk factors set forth below, as well as the other information contained in and incorporated by reference in this short form prospectus before purchasing the Debentures. If any event arising from these risks occurs, the Corporation's business, prospects, financial condition, results of operations or cash flows, or your investment in the Debentures could be materially adversely affected.

Risks relating to the Corporation's Business

Risk relating to the Credit Facilities

The amount authorized under the Credit Facilities is dependent on the borrowing base determined by the Lenders. Any reduction which results in the Corporation's borrowing base being lower than the amount outstanding under the Credit Facilities may result in a requirement that the Corporation pay such excess amounts immediately or within a short period of time. There is no certainty that the Corporation would be able to obtain the necessary financing to repay such excess portion of indebtedness when and if the Corporation is required to do so. Any failure to repay any portions of the Corporation's indebtedness in excess of the borrowing base when and if due may result in the Lenders proceeding to realize upon the collateral granted to them to secure the indebtedness under the Credit Facilities.

The maturity date of the Credit Facilities is August 23, 2021 which may be further extended by one year with the consent of the Lenders. There is no certainty that the Corporation will be able to secure alternate financing to replace and repay the Credit Facilities on or before the maturity date of the Credit Facilities. If no extension to the maturity date of the Credit Facilities is granted and the Corporation is not able to secure alternative financing or otherwise repay the amounts owing under the Credit Facilities, the Lenders may proceed to realize upon the collateral granted to them to secure the indebtedness under the Credit Facilities.

The acceleration of the Corporation's indebtedness under one agreement may permit acceleration of indebtedness under other agreements that contain cross default or cross-acceleration provisions.

Amendment to Credit Facilities in Connection with the Offering

The Corporation is required to comply with covenants under the Credit Facilities which include (among other things), the prohibition on the incurrence by the Corporation of certain non-permitted indebtedness. Pursuant to the terms of the Underwriting Agreement, it is a condition to the closing of the Offering that (among other things): (i) the consent of the Lenders to the Offering and to the Corporation entering into the Indenture be obtained; and (ii) the Lenders' agreement to amend the Credit Facilities to permit the Offering and the Corporation entering into the Indenture be obtained, failing either of which, the Offering will not close. It is anticipated that such amendment will, among other things, restrict the ability of the Corporation to make any payments of principal, interest, fees or otherwise in respect of the Debentures other than the payment of regularly scheduled interest and the payment of the principal amount at the Maturity Date,

provided that at the time of such payment no default, event of default or borrowing base shortfall under the Credit Facilities has occurred and is continuing or would result, or reasonably be expected to result, therefrom. In addition, it is anticipated that such amendment will restrict the ability of the Corporation to make any prepayments of principal under the Debentures without the consent of the Lenders.

The Corporation has had discussions with the Lenders respecting the necessary amendments to the Credit Facilities to permit the Offering of the Debentures. Pursuant to the terms of the Underwriting Agreement, the amendments are a condition to closing of the Offering and must be effective on or prior to the Closing Date. There is a risk that the Corporation may not be able to receive the consent of the Lenders and/or finalize the necessary amendments to its Credit Facilities as currently anticipated, or on terms acceptable to it or the Underwriters, or at all. There also can be no assurances that as a result of such proposed amendments and/or consents, the borrowing base of the Credit Facilities will maintain at current levels or that no additional condition or covenants will be imposed by the Lenders. Any reduction in the borrowing base of the Credit Facilities could have a material adverse effect on the Corporation's ability to fund continued growth and operations and could result in a portion, or all, of the Corporation's bank indebtedness to be required to be repaid.

Risks relating to Acquisitions and Dispositions

Any acquisitions or dispositions that the Corporation may undertake are subject to normal commercial risks that such transactions may not be completed on the terms negotiated or at all. Closing of such transactions will be subject to customary and other closing conditions. If any of the acquisitions or dispositions that are currently contemplated do not close as anticipated the Corporation will not realize the anticipated benefits of such transactions. In addition, to the extent such acquisitions or dispositions do not close, it may negatively affect the Corporation's ability to repay amounts outstanding under the Credit Facilities when due.

The Offering May be Dilutive on Holders of Common Shares

Tidewater may issue Common Shares upon conversion, redemption or maturity of the Debentures. Additionally, the Corporation may issue Common Shares in connection with the payment of interest on the Debentures. Accordingly, holders of Common Shares may suffer dilution in connection with the Offering.

Future Issuances of Equity, Debt by the Corporation or other Financing Related Activities

The Corporation may issue additional equity or debt in the future. The Corporation cannot predict the size of future issuances of securities or the effect, if any, that future issuances and sales of securities, joint venture structures or asset level financings regarding existing operations, new operations, capital expenditures, acquisitions, or other activities will have on the market price of the Common Shares. Sales or issuances of a substantial number of Common Shares, or the perception that such sales could occur, or other financing related activities, may adversely affect the prevailing market price of the Common Shares. The Corporation's articles permit the issuance of an unlimited number of Common Shares and an unlimited number of preferred shares and shareholders will have no pre-emptive rights in connection with such further issuances. The directors of the Corporation have the discretion to determine the provisions attaching to any series of preferred shares and the price and the terms of issue of further issuances of Common Shares. With any additional sale or issuance of Common Shares, holders of Common Shares will suffer dilution to their voting power and the Corporation may experience dilution in its earnings per share. Any joint venture or asset level financing of the Corporation may reduce its ownership and control over current or future assets or operations of the Corporation.

Risk relating to the Corporation's dividend payments

Notwithstanding anything contained in this short form prospectus, the payment of the amount of dividends declared, if any, will be subject to the discretion of the Board and will depend on the Board's assessment of the Corporation's outlook for growth, capital expenditure requirements, funds from operations, potential

opportunities, debt position and other conditions that the Board may consider relevant at such future time, including applicable restrictions that may be imposed under the Credit Facilities on the ability of the Corporation to pay dividends. The amount of future cash dividends, if any, may also vary depending on a variety of factors, including fluctuations in commodity prices, production levels, capital expenditure requirements, debt service requirements, operating costs, royalty burdens and foreign exchange rates. In addition the market value of the Common Shares may decline if the Corporation's cash dividends decline in the future, and that market decline may be material.

Litigation Risk

The Corporation is, in the course of its business, subject to lawsuits and other claims. Defence and settlement costs associated with such lawsuits and claims can be substantial, even with respect to lawsuits and claims that have no merit. Due to the inherent uncertainty of the litigation process, the resolution of any particular legal proceeding could have an adverse effect on the Corporation's operating results, financial performance and/or liquidity position.

Use of Proceeds

The Corporation currently intends to allocate the net proceeds received from the Offering as described under "Use of Proceeds" in this short form prospectus. However, management will have discretion in the actual application of the net proceeds, and may elect to allocate proceeds differently from that described in "Use of Proceeds" if it is believed it would be in the best interests of the Corporation to do so as circumstances change. The failure by management to apply these funds effectively could have a material adverse effect on the business of the Corporation.

Forward-looking Information and FOFI May Prove Inaccurate

While the Corporation believes there is a reasonable basis for the forward-looking information and future-oriented financial information ("**FOFI**") contained in this short form prospectus, including the documents incorporated by reference herein, purchasers are cautioned not to place undue reliance on the forward looking information or FOFI. By their nature, forward-looking information and FOFI involve numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual results to differ materially from those suggested by the forward-looking information and FOFI or contribute to the possibility that predictions, forecasts or projections will prove to be materially inaccurate. FOFI presented in this short form prospectus is based upon the completion of the Offering and if the Offering is not completed or not completed on the terms or timelines contemplated, this will impact the forward-looking information and FOFI provided herein and such impact may be material. Additional information on the risks, assumptions and uncertainties are found in this short form prospectus under the heading "*Forward-Looking Information*".

Construction Project Timing and Cost

Many of the Corporation's projects are currently under development and the successful completion of several projects is dependent on a number of factors that are outside the Corporation's control. The timing of completion and capital costs may change depending on many factors including supply, demand, inflation, labour, materials and equipment availability, contractor non-performance, weather conditions, cost of engineering services, and other factors that are out of the Corporation's control. As these projects are undertaken, required approvals may not be obtained, may be delayed or may be obtained with conditions that materially alter the expected return associated with the underlying projects. Moreover, the Corporation may incur financing costs during the planning and construction phases of its growth projects.

Generally, the cash flows the Corporation expects these projects to generate will not materialize until after the projects are completed. In addition, construction delays or increased costs associated with capital projects could reduce project returns or prevent the Corporation from meeting its contractual "in service" commitments. Further, these projects may be completed behind schedule or in excess of budgeted cost.

For example, the Corporation must compete with other companies for the materials and construction services required to complete these projects, and competition for these materials or services could result in significant delays and/or cost overruns. As a result, the cost estimates and completion dates for the Corporation's major projects can change at different stages of the project. Accordingly, actual costs can vary from these estimates and these differences can be significant. Significant cost overruns may adversely affect the economics of particular projects, as well as the Corporation's business operations and financial results. Further, there is a risk that maintenance will be required more often than currently planned or that significant maintenance capital projects could arise that were not previously anticipated.

The Corporation tries to mitigate some of these risks through its implementation of a project delivery system, increasing its focus on validating cost estimating, evaluating its contracting strategies and contractor selection processes, project controls and developing enhancements to its procurement processes. In addition, the Corporation tries to build in reasonable time frames and contingencies into its agreements and project economics.

Risks Relating to the Offering

Market for the Debentures

The TSX has conditionally approved the listing of the Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Debentures on the TSX. Listing of such Debentures and Common Shares will be subject to the Corporation's fulfillment of all the requirements of the TSX on or before October 23, 2019. However, there is currently no market through which the Debentures may be sold and purchasers may not be able to resell Debentures purchased under this short form prospectus. This may affect the pricing of the Debentures in the secondary market, the transparency and the availability of trading prices and the liquidity of the securities. There can be no assurance that an active trading market will develop for the Debentures after completion of the Offering, or if developed, that such a market will be sustained at the price level of the Offering.

Debentures will be Subordinate to Senior Indebtedness

The Debentures will be subordinate to the Corporation's Senior Indebtedness including, without limitation, the Credit Facilities, the Notes, accounts payables to trade creditors of the Corporation and all existing and future obligations, liabilities and indebtedness of the Corporation which would, in accordance with IFRS, be classified upon a consolidated statement of financial position of the Corporation as liabilities of the Corporation (including, if applicable, severance amounts payable by the Corporation). The Debentures will also be effectively subordinate to claims of creditors of the Corporation's subsidiaries, except to the extent that the Corporation is a creditor of such subsidiaries ranking at least *pari passu* with such creditors. In the event of the Corporation's insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up, the Corporation's assets would be made available to satisfy the obligations of the creditors of such Senior Indebtedness before being available to pay the Corporation's obligations to the holders of the Debentures. Accordingly, all or a substantial portion of the Corporation's assets could be unavailable to satisfy the claims of the holders of the Debentures.

Tidewater's ability to meet the Corporation's debt-service requirements will depend on the Corporation's ability to generate cash in the future, which depends on many factors, including the Corporation's financial performance, debt-service obligations, the Corporation's ability to complete acquisitions, dispositions or other transactions, working capital and future capital-expenditure requirements. In addition, the Corporation's ability to borrow funds in the future and to make payments on outstanding debt, including, but not limited to, in respect of the Debentures, will depend on the satisfaction of covenants in then existing credit agreements and other agreements, including the credit agreement governing the Credit Facilities as such agreements shall be amended as described herein. A failure to comply with any covenants or obligations under the Corporation's consolidated indebtedness could result in a default, which, if not cured or waived, could result in the acceleration of the relevant indebtedness. If such indebtedness were to be accelerated, there can be no assurance that the Corporation's assets would be sufficient to repay such

indebtedness in full. There can also be no assurance that the Corporation will generate cash flow in amounts sufficient to pay outstanding indebtedness or to fund any other liquidity needs.

Debentures may be repaid in Common Shares

Tidewater may not be able to refinance the principal amount of the Debentures in order to repay the principal outstanding or may not have generated enough cash from operations to meet this obligation. The Corporation may, at the Corporation's option, on not more than 60 days' and not less than 40 days' prior notice and subject to any required regulatory approvals, unless an Event of Default has occurred and is continuing, elect to satisfy the Corporation's obligation to repay, in whole or in part, the principal amount of the Debentures which are to be redeemed or which have matured and any accrued and unpaid interest by issuing and delivering Common Shares to the holders of the Debentures. There is no guarantee that the Corporation will be able to repay the outstanding principal amount in cash upon maturity of the Debentures.

Credit Risk and Earnings Coverage Ratios

The Debentures mature on September 30, 2024. The ability of the Corporation to make scheduled payments on or to refinance its debt obligations, including the Debentures, depends on the Corporation's financial condition and operating performance, which are subject to a number of factors beyond the Corporation's control.

There is no guarantee that the Corporation will be able to maintain a level of cash flow from operating activities sufficient to permit the Corporation to pay the principal, premium, if any, and interest on its indebtedness, including the Debentures.

If the Corporation's cash flow and capital resources are insufficient to fund its debt service obligations, the Corporation could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance its indebtedness, including the Debentures. The Corporation may not be able to effect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow the Corporation to meet its scheduled debt service obligations.

The Corporation's inability to generate sufficient cash flow to satisfy its debt obligations, or to refinance its indebtedness on commercially reasonable terms or at all, would materially and adversely affect the Corporation's business, results of operations, financial condition and its ability to satisfy its obligations under the Debentures. The Debentures are not rated by any designated rating organization and the Corporation has no current plans to apply for a credit rating.

See "*Earnings Coverage*", which is relevant to an assessment of the risk that the Corporation may be unable to pay interest or principal on the Debentures when due.

Prevailing yields on similar securities

Prevailing yields on similar securities will affect the market value of the Debentures. Assuming all other factors remain unchanged, the market value of the Debentures will decline as prevailing yields for similar securities rise, and will increase as prevailing yields for similar securities decline.

Redemption on a Change of Control

The Corporation will be required to offer to purchase for cash all outstanding Debentures upon the occurrence of a Change of Control. However, it is possible that following a Change of Control, the Corporation will not have sufficient funds at that time to make the required purchase of outstanding Debentures or that restrictions contained in other indebtedness will restrict those purchases. See "*Details of the Offering – Change of Control*". In addition, the Corporation's ability to purchase the Debentures in such an event may be limited by law, by the Indenture, by the terms of other present or future agreements

relating to indebtedness, and agreements that the Corporation may enter into in the future which may replace, supplement or amend the Corporation's future debt. The Credit Facilities, as amended, future credit agreements or other agreements may contain provisions that could prohibit the purchase of the Debentures by the Corporation in certain circumstances, without the consent of the Lenders. The Corporation's failure to purchase the Debentures would constitute an Event of Default under the Indenture, which might constitute a default under the terms of the Corporation's other indebtedness at that time.

If a holder of Debentures converts its Debentures in connection with a Change of Control, the Corporation may, in certain circumstances, be required to increase the conversion rate, as described under "*Details of the Offering – Cash Change of Control*". While the increased conversion rate is designed, among other things, to compensate a holder of Debentures for the lost option time value of its Debentures as a result of a Change of Control in certain circumstances, the increased conversion rate amount is only an approximation of such lost value and may not adequately compensate the holder for such loss. In addition, in some circumstances as described under "*Details of the Offering – Cash Change of Control*", no adjustment will be made.

Indenture does not Contain Certain Covenant Protections

The Indenture does not restrict the Corporation from incurring additional indebtedness or from mortgaging, pledging or charging the Corporation's assets to secure any indebtedness. The Indenture will not contain any provisions specifically intended to protect holders of the Debentures in the event of a future leveraged transaction involving the Corporation.

Debentures may be Redeemed prior to Maturity

The Debentures may be redeemed, in certain circumstances, on or after September 30, 2022 and prior to the Maturity Date at any time and from time to time, at the redemption prices set forth in this short form prospectus, together with any accrued and unpaid interest, subject to satisfaction of certain criteria set forth in the Indenture. See "*Details of the Offering – Redemption*". Holders of Debentures should assume that this redemption option will be exercised if the Corporation is able to refinance at a lower interest rate or it is otherwise in the Corporation's interest to redeem the Debentures.

Right Following Certain Transactions

In the event of certain transactions, pursuant to the terms of the Indenture, each Debenture will become convertible into securities, cash or property receivable by a holder of Common Shares in such transactions. This change could substantially reduce or eliminate any potential future value of the conversion privilege associated with the Debentures. For example, if the Corporation was acquired in a cash merger, each Debenture would become convertible solely into cash and would no longer be convertible into securities whose value would vary depending on future prospects and other factors. See "*Details of the Offering – Conversion Rights*".

Debentures are Subject to Credit Risk

The likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures will depend on the Corporation's financial health and creditworthiness at the time of such payments.

Tax Laws Relating to Withholding May Change

The Indenture will not contain a requirement that the Corporation increase the amount of interest or other payments to holders of Debentures in the event that the Corporation is required to withhold amounts in respect of income or similar taxes on payment of interest or other amounts on the Debentures. At present, no amount is required to be withheld from such payments to holders of Debentures under the circumstances discussed under the heading "*Certain Canadian Federal Income Tax Considerations*", but no assurance

can be given that, in the future, applicable income tax laws or treaties will not be changed in a manner that may require the Corporation to withhold amounts in respect of tax payable on such amounts.

LEGAL MATTERS

Certain legal matters relating to the Offering will be passed upon by DLA Piper (Canada) LLP, Calgary, Alberta on behalf of the Corporation and by Burnet, Duckworth & Palmer LLP, Calgary, Alberta, on behalf of the Underwriters.

INTEREST OF EXPERTS

As at the date hereof, DLA Piper (Canada) LLP and the designated professionals of DLA Piper (Canada) LLP as a group, own, directly or indirectly, less than 1% of the outstanding Common Shares. As at the date hereof, Burnet, Duckworth & Palmer LLP and the designated professionals of Burnet, Duckworth & Palmer LLP as a group, own, directly or indirectly, less than 1% of the outstanding Common Shares.

Deloitte LLP is the Corporation's independent auditors and they are independent with respect to the Corporation within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Alberta.

PURCHASERS' STATUTORY AND CONTRACTUAL RIGHTS

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revision of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal adviser.

Under the Indenture, an original purchaser of Debentures under the Offering will have a contractual right of action against the Corporation for rescission upon the conversion by such purchaser of the principal amount of such Debentures into Common Shares in accordance with the terms of the Indenture to receive the amount paid for the Debentures if this short form prospectus (including the documents incorporated by reference herein) and any amendment contains a misrepresentation or is not delivered to such purchaser, provided such remedy for rescission is exercised within 180 days of the Closing Date. This contractual right of rescission will be consistent with the statutory right of recession described above and in addition to any right or remedy available to original purchasers under the securities legislation of certain provinces of Canada or otherwise at law. See "*Details of the Offering*".

CERTIFICATE OF THE CORPORATION

Dated: August 1, 2019

This short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of each of the provinces of Canada.

TIDEWATER MIDSTREAM AND INFRASTRUCTURE LTD.

(signed) "*Joel A. MacLeod* "
President and
Chief Executive Officer

(signed) "*Joel Vorra*"
Chief Financial Officer

On behalf of the Board of Directors

(signed) "*Stephen J. Holyoake*"
Director

(signed) "*Robert Colcleugh*"
Director

CERTIFICATE OF THE UNDERWRITERS

Dated: August 1, 2019

To the best of our knowledge, information and belief, this short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of each of the provinces of Canada.

CIBC WORLD MARKETS INC.

(signed) "*Chris Folan*"
Managing Director

NATIONAL BANK FINANCIAL INC.

(signed) "*Ian Charles*"
Managing Director

RBC DOMINION SECURITIES INC.

(signed) "*Douglas Pearce*"
Managing Director

ALTACORP CAPITAL INC.

(signed) "*Roland Walters*"
Managing Director

CORMARK SECURITIES INC.

(signed) "*Ryan Mooney*"
Managing Director

SCOTIA CAPITAL INC.

(signed) "*David Baboneau*"
Managing Director

MACQUARIE CAPITAL MARKETS CANADA LTD.

(signed) "*Daniel J. Cristall*"
Chief Executive Officer

CANACCORD GENUITY CORP.

(signed) "*Andrew D. Birkby*"
Managing Director

GMP SECURITIES L.P.

(signed) "*Dean M. Willner*"
Managing Director

RAYMOND JAMES LTD.

(signed) "*Ross Prokopy*"
Managing Director

BEACON SECURITIES LIMITED

(signed) "*Mario Maruzzo*"
Managing Director

HAYWOOD SECURITIES INC.

(signed) "*Victor Rodberg*"
Managing Director

INDUSTRIAL ALLIANCE SECURITIES INC.

(signed) "*Trevor Conway*"
Managing Director

DESJARDINS SECURITIES INC.

(signed) "*Nikolas Javaheri*"
Managing Director

PARADIGM CAPITAL INC.

(signed) "*Ian M. H. Joseph*"
President, Head of Investment
Banking