



TIDEWATER
Midstream and Infrastructure Ltd.

OVERVIEW INFORMATION

Property Divestiture: 25,850 Net Acres of Montney Rights Northeastern British Columbia

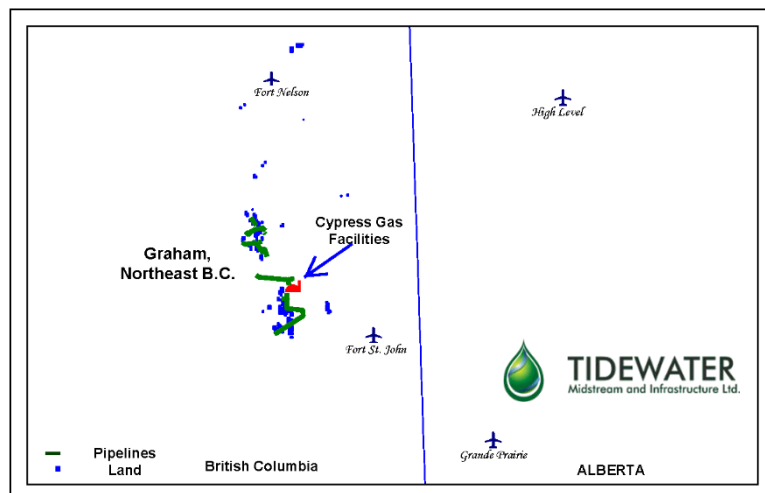


TIDEWATER
Midstream and Infrastructure Ltd.

Sayer Energy Advisors has been engaged to assist Tidewater Midstream and Infrastructure Ltd. ("Tidewater" or the "Company") with the sale of certain oil and natural gas interests located in the Montney resource play region of northeastern British Columbia (the "Properties").

The Properties offer production potential from multiple reservoirs alongside key Tidewater infrastructure with substantial drilling upside in the Montney Formation.

The Properties offer access to an extensive facility network with current processing capacity of approximately 45 MMcf/d.



In the *Graham* area of British Columbia, Tidewater holds various working interests in approximately 119,035 gross acres (73,116 net) of land including 21,144 gross acres (13,127 net) of Montney rights. In addition, Tidewater holds various working interests in approximately 18,968 gross acres (13,740 net) of land in *Northeast BC* including 14,641 gross acres (12,725 net) of Montney rights.

Tidewater intends to retain the infrastructure assets and work with producers on providing full-service midstream solutions. If a party wishes to own a small working interest in the infrastructure, Tidewater would be willing to consider such proposals and requests that proposals include the desired ownership percentage and dollar value ascribed to the infrastructure assets.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting cash offers relating to the Properties until **12:00 pm on Thursday, February 10, 2022**.

Timeline		
Week of January 3, 2022		Preliminary Information Distributed
Week of January 10, 2022		Data Room Opens
February 10, 2022	12:00 noon	Bid Deadline
February 1, 2022		Effective Date
March 2022		Closing Date

Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude a transaction with the party submitting the most acceptable proposal at the conclusion of the process.

Sayer Energy Advisors is accepting cash offers from interested parties until noon on Thursday, February 10, 2022.



GRAHAM, NORTHEAST BC PROPERTIES

NTS 94-A/NTS 94-P

In the *Graham* area of British Columbia, Tidewater holds various working interests in approximately 119,035 gross acres (73,116 net) of land including rights in the 21,144 gross acres (13,127 net) of Montney rights.

In addition, Tidewater holds various working interests in approximately 18,968 gross acres (13,740 net) of land in *Northeast BC* including 14,641 gross acres (12,725 net) of Montney rights.

The offsetting map shows the most active operators immediately offsetting Tidewater's Montney interests in the area. Active Montney players in the area include **ARC Resources Ltd.**, **Canadian Natural Resources Limited**, **Crew Energy Inc.** and **Tourmaline Oil Corp.**

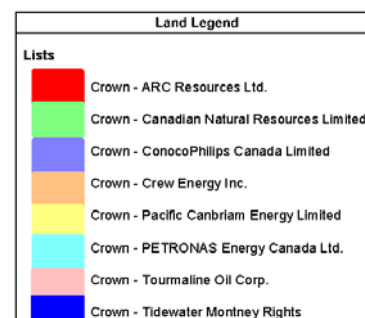
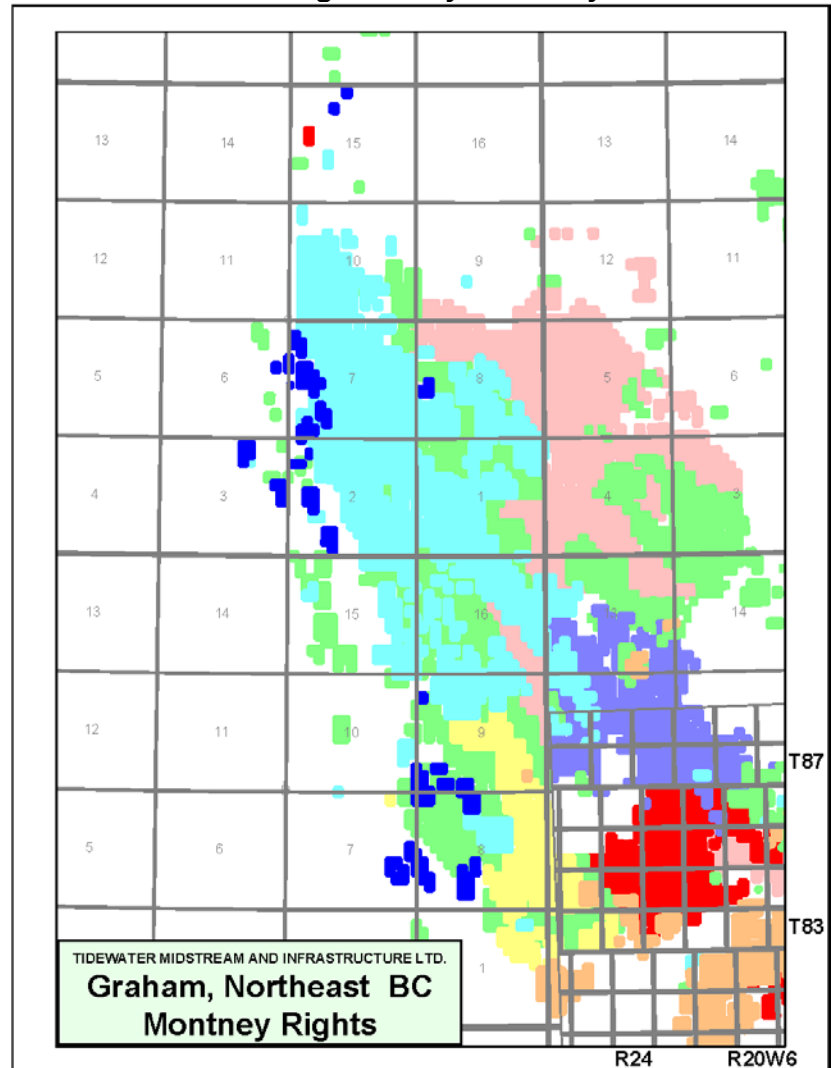
There has been significant consolidation of Montney rights in the area over the last two years.

Reactivation of legacy production offers production potential from the Properties of approximately 4-6 MMcf/d of natural gas net to Tidewater. Prior to being shut-in in May 2016, the Properties were producing low decline natural gas primarily from the Debolt, Baldonnel, Jean Marie, Halfway and Boundary Lake formations.

Tidewater holds a 32% working interest in the Cypress Gas Facilities, including the natural gas gathering system, natural gas sales pipeline and Cypress Sour Gas Plant located at 94-B-16 Block C Unit 99 (B). Capacity of the Cypress Sour Plant is approximately 45 MMcf/d.

Tidewater's ownership in the Cypress Gas Plant and associated gas gathering system is outlined as follows.

Offsetting Montney Area Players

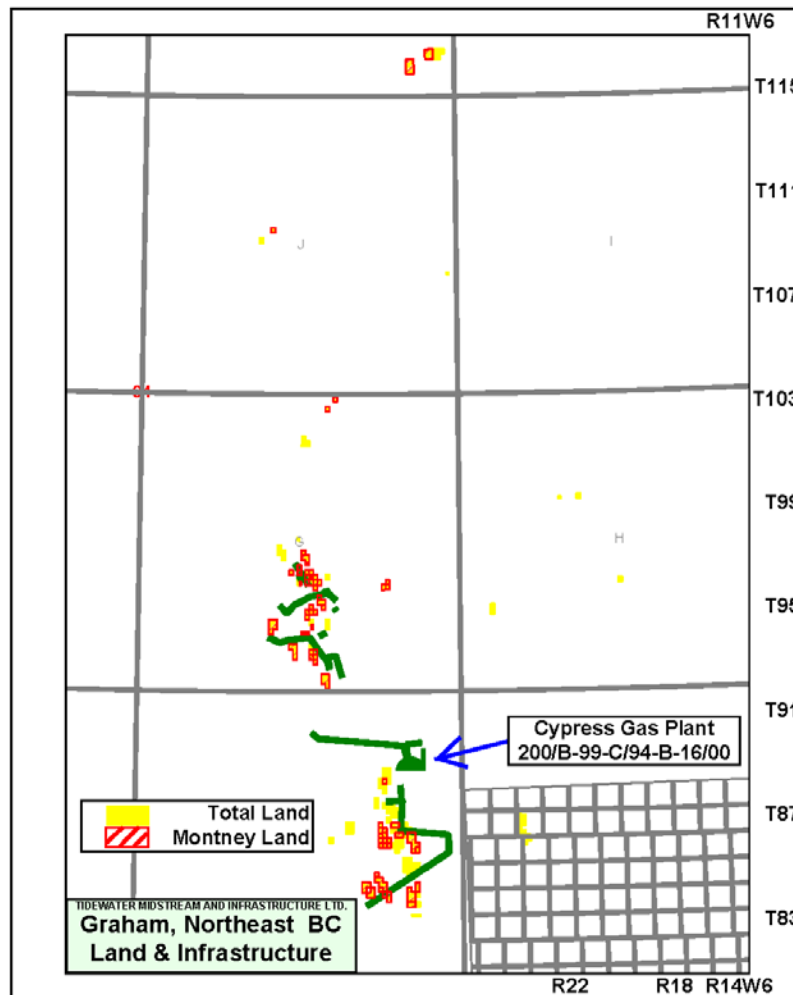


Facility Summary	Tidewater W.I. %	Gross Capacity (MMcf/d)	Net Capacity (MMcf/d)
Cypress Sour Gas Plant	32%	45	14
GGs (mostly 8" lines)	32%	45	14



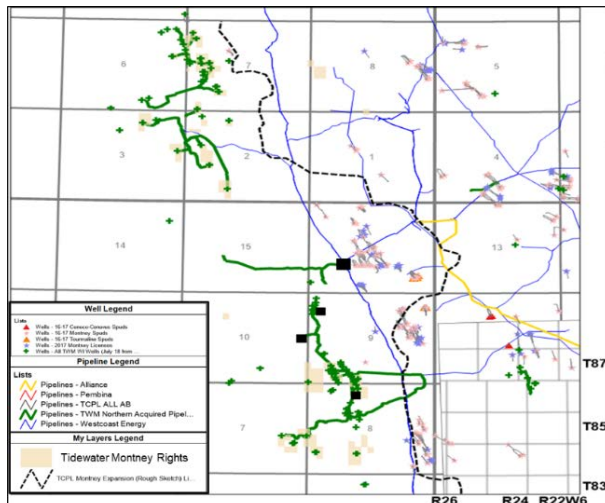


Tidewater's land in the area is shown in the following map with Montney interests highlighted in red.



Historical throughput of the Cypress natural gas plant is shown in the following chart. The assets are connected to the Westcoast mainline and offer potential to be connected to the TCPL Montney expansion.

The image below shows the location of Tidewater's pipelines in relation to the Westcoast Transmission System.



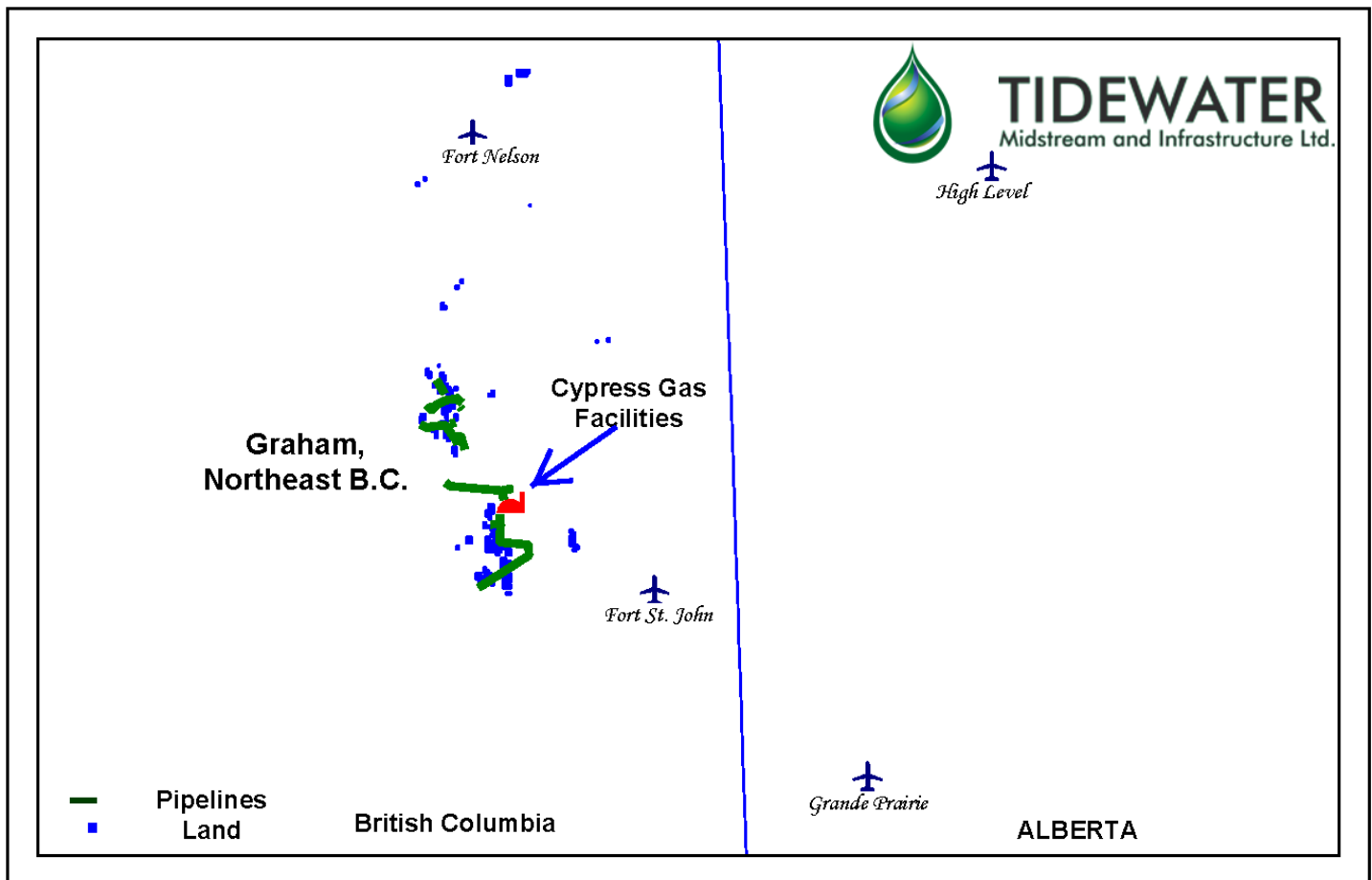
Historical Throughput (MMcf/d)		Utilization
2014	12.1	26.8%
2015	10.1	22.4%
2016	7.9	17.5%
Pipeline Egress / Connectivity		
Current	Westcoast Mainline	
Potential Connection	TCPL Montney Expansion	





Tidewater Midstream and Infrastructure Ltd.

Winter 2022 Property Divestiture



CONTACT

Parties wishing to receive access to the confidential information with detailed technical information relating to this opportunity should execute the Confidentiality Agreement which is available on Sayer Energy Advisors' website (www.sayeradvisors.com) and return one copy to Sayer Energy Advisors by courier, email (tpavic@sayeradvisors.com) or fax (403.266.4467).

Included in the confidential information is the following: summary land information, LMR summary and other relevant financial and technical information.

To receive further information on the Properties please contact Tom Pavic, Ben Rye or Grazina Palmer at 403.266.6133.



Overview

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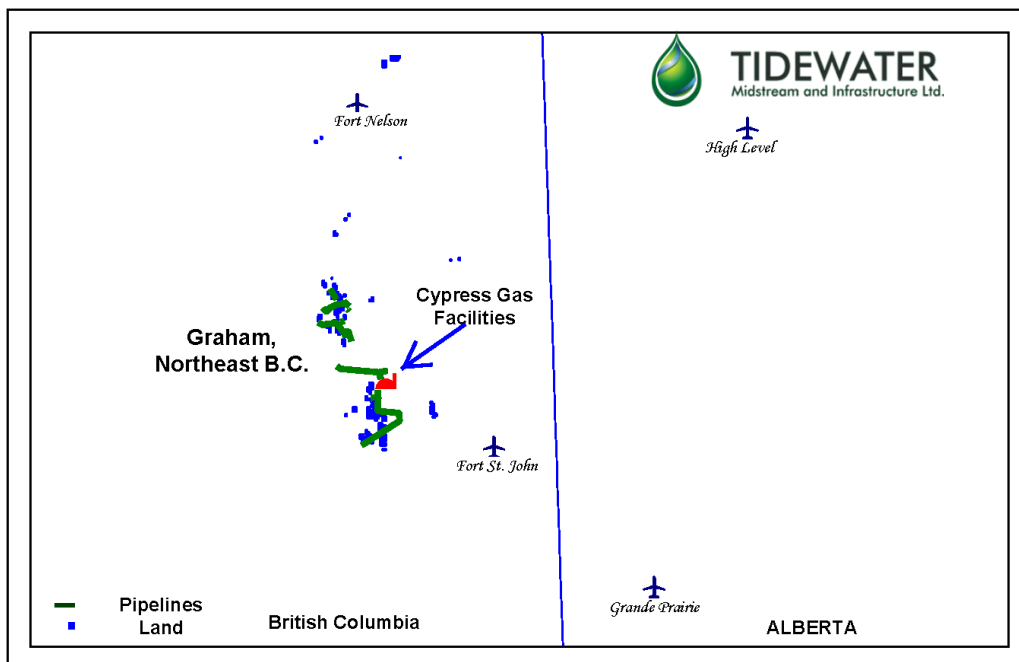
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The Properties offer access to an extensive facility network with current processing capacity of approximately 45 MMcf/d.

Reactivation of legacy production offers production potential from the Properties of approximately 4-6 MMcf/d of natural gas net to Tidewater. Prior to being shut-in in May 2016, the Properties were producing low decline natural gas primarily from the Debolt, Baldonnel, Jean Marie, Halfway and Boundary Lake formations.

Tidewater intends to retain the infrastructure assets and work with producers on providing full-service midstream solutions. If a party wishes to own a small working interest in the infrastructure, Tidewater would be willing to consider such proposals and requests that proposals include the desired ownership percentage and dollar value ascribed to the infrastructure assets.

Overview Map Showing Location of the Divestiture Properties



Graham, Northeast BC Properties

NTS 94-A/NTS 94-P

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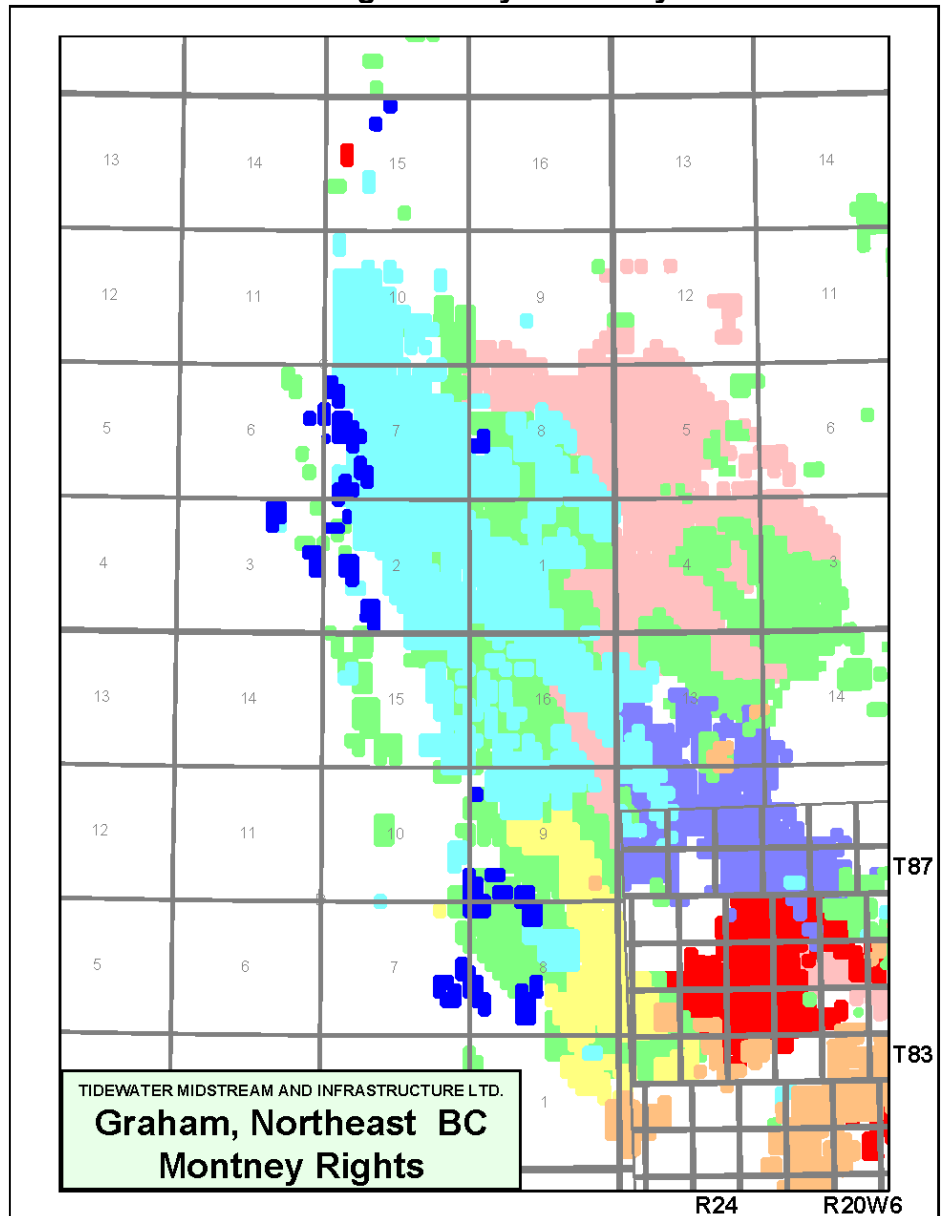
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The offsetting map shows the most active operators immediately offsetting Tidewater's Montney interests in the area. Active Montney players in the area include **ARC Resources Ltd.**, **Canadian Natural Resources Limited**, **Crew Energy Inc.** and **Tourmaline Oil Corp.**

There has been significant consolidation of Montney rights in the area over the last two years.

Production potential from the Properties is approximately 4-6 MMcf/d of natural gas net to Tidewater. Production associated with the Properties is currently shut-in, although there is potential for reactivation. Prior to being shut-in in May 2016, the Properties were producing low decline natural gas primarily from the Debolt, Baldonnel, Jean Marie, Halfway and Boundary Lake formations.

Offsetting Montney Area Players



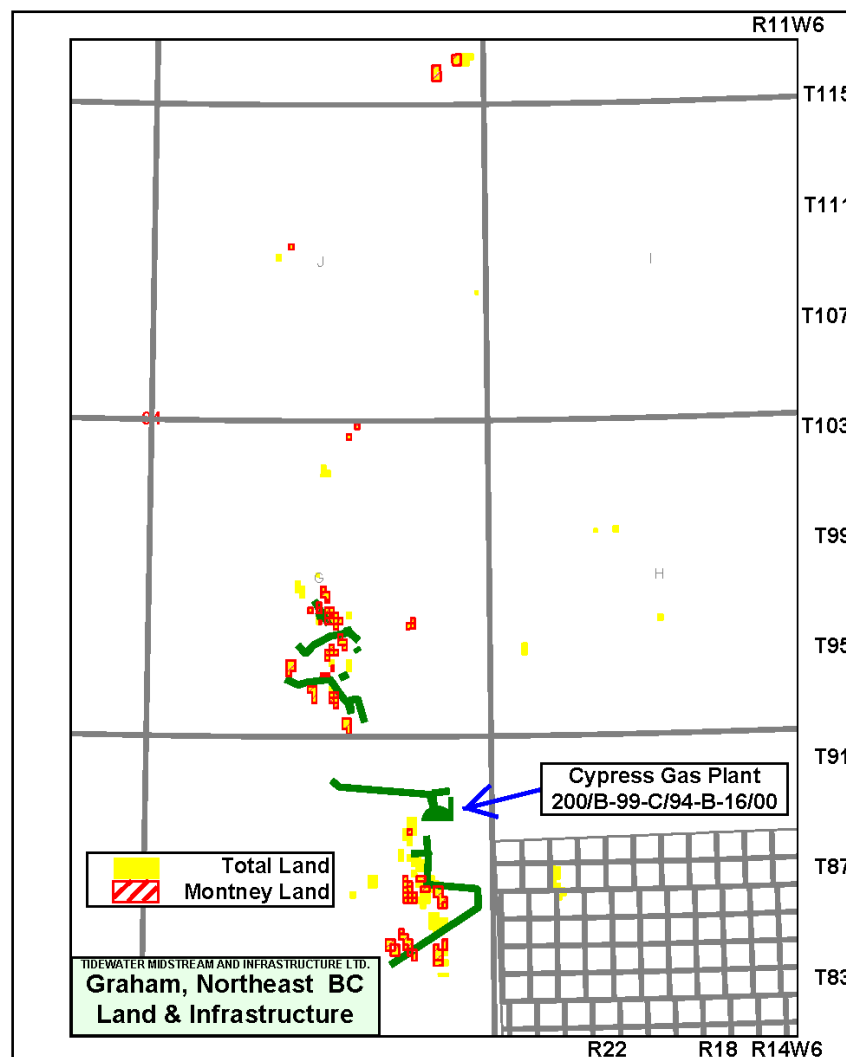
Land Legend	
Lists	
■	Crown - ARC Resources Ltd.
■	Crown - Canadian Natural Resources Limited
■	Crown - ConocoPhillips Canada Limited
■	Crown - Crew Energy Inc.
■	Crown - Pacific Canbriam Energy Limited
■	Crown - PETRONAS Energy Canada Ltd.
■	Crown - Tourmaline Oil Corp.
■	Crown - Tidewater Montney Rights

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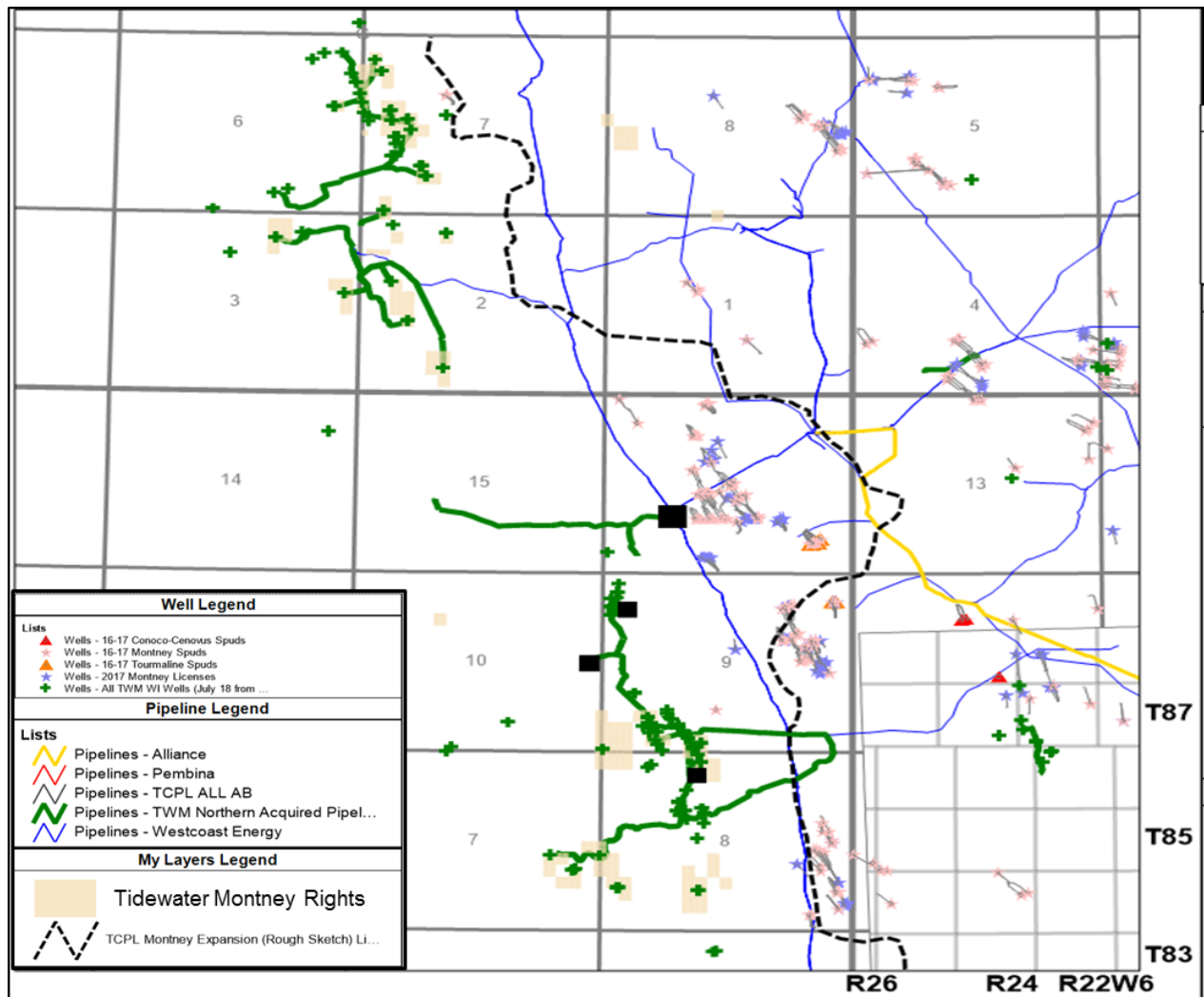
Tidewater's ownership in the Cypress Gas Plant and associated gas gathering system is outlined as follows.

The assets include a 100% working interest in a road located at *Komie* which provides Tidewater with intermittent road use revenue. Revenue from road use in 2020 totaled approximately \$3,800.



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2016	7.9	17.5%
Pipeline Egress / Connectivity		
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Potential Connection	TCPL Montney Expansion	

Marketing

There is no T-North firm transportation held at McMahon or Cypress.

The marketing contract for the non-operated assets in northeast British Columbia has expired. The marketing commitment was a Spectra/Fort Nelson North firm service processing and raw natural gas transportation commitment which was not fulfilled.

Reserves

There is no recent third-party reserve evaluation for the Properties. However; the shut-in production, if reactivated, would have reserves associated with it.

LMR as of October 2021

As of October 2021, Tidewater's net deemed asset value for the Properties was (\$1.6 million) (deemed assets of \$8.1 million and deemed liabilities of \$8.3 million), with an LMR ratio of 0.98.

The deemed asset value of \$8.1 million consists of a Letter of Credit with the **BC Oil and Gas Commission**.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$8,147,834	\$8,326,110	(\$178,276)	0.98

Well List

See well list in Excel.

RECIPIENT COMPANY LETTERHEAD

_____, 2022

Tidewater Midstream and Infrastructure Ltd.
c/o Sayer Energy Advisors
1620, 540 - 5th Avenue SW
Calgary, Alberta T2P 0M2

Attention: Tom Pavic

Re: **Confidentiality Agreement**
Property Divestiture

_____ ("Recipient") has expressed an interest in the purchase of certain oil and natural gas Facilities owned by Tidewater Midstream and Infrastructure Ltd.. ("Tidewater") in the areas as indicated on Schedule "A" (the "Facilities"). Tidewater is prepared to provide the Recipient access to certain information relating to the Facilities, including but not limited to land schedules, financial results, marketing materials, geological and geophysical information and other documentation ("Confidential Information"). In consideration of Tidewater providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Tidewater and its joint venture partners except for Confidential Information which is set out and described in Clause 5.
2. The Confidential Information shall be kept in the strictest of confidence and shall not be used for any purpose whatsoever other than evaluating a possible transaction between Recipient and Tidewater. The Confidential Information shall not be disclosed to any person other than Recipient and to such of its directors, employees, agents, consultants, representatives and advisors (the "Representatives") who have a need to know such information for the purpose of appraising the Facilities. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Tidewater with a list of the Representatives who have received the Confidential Information.
3. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, any terms, conditions or other facts with respect to any possible transaction relating to the Facilities for which the Confidential Information was disclosed.
4. Notwithstanding the foregoing terms, Recipient shall be permitted to disclose such Confidential Information that is required to be disclosed pursuant to any law, rule or regulation. In the event that Recipient receives a request or legal directive to disclose Confidential Information, Recipient shall promptly provide written and verbal notification to Tidewater of such a request. Recipient shall consult with Tidewater on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with Tidewater in any attempt that Tidewater may make to obtain an order or other reliable assurance that confidential

treatment will be accorded by the requesting or directing party to the information required to be disclosed.

5. The restrictions set forth in Clauses 2 and 3 above shall not apply to any part of the Confidential Information which is:
 - (a) now in the public domain or becomes part of the public domain other than through an act of the Recipient or its Representatives; or
 - (b) in the lawful possession of the Recipient prior to its disclosure by Tidewater; or
 - (c) subject to disclosure required by law, rule or regulation provided that Tidewater is given notice pursuant to Clause 5 prior to such disclosure; or
 - (d) made available to the Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and who is not bound to Tidewater under a confidentiality agreement.
6. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Tidewater and its joint venture partners against the Recipient arising by any breach hereof, the Recipient shall:
 - (a) be liable to Tidewater for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
 - (b) indemnify Tidewater against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Tidewater or which Tidewater may suffer, sustain, pay or incur;resulting from disclosure by the Recipient, or its Representatives, of all or any part or parts of the Confidential Information.
7. At any time, at the request of Tidewater, Recipient shall immediately return or cause to be returned to Tidewater all of the Confidential Information which may have been released to the Recipient. Recipient shall not retain any copies or other reproductions or extracts of the Confidential Information. Furthermore, Recipient shall, if so requested by Tidewater, provide certification from an officer of the Recipient to Tidewater that the terms and conditions of this Clause have been complied with. The Recipient will return all requested Confidential Information except to the extent that computer systems are back-up or archived. The Recipient will be able to retain a copy of any analysis of Confidential Information in respect to a possible transaction with Tidewater for any internal management and/or board of directors recommendations or approvals.
8. Recipient understands and agrees that no contract or agreement providing for the sale of the Facilities shall be deemed to exist between the Recipient and Tidewater unless and until a definitive offer to purchase has been accepted in writing by Tidewater. For greater clarity the Recipient acknowledges that this Agreement does not constitute a definitive offer to purchase. Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Facilities unless and until a definitive offer to purchase from Recipient has been accepted in writing by Tidewater.

9. This Confidentiality Agreement shall remain in force for a period of one year from the date hereof, or until such time as all of the Confidential Information becomes part of the public domain through conventional processes and through no violation of this Agreement, whichever comes first.
10. Recipient understands that in providing access to the Confidential Information, Tidewater makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Tidewater nor anyone representing Tidewater shall have any liability to the Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.
11. This Agreement shall be construed and determined according to the laws of the Province of Alberta.
12. Recipient acknowledges and agrees that Tidewater may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Tidewater and its joint venture partners shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of any of the provisions of this Confidentiality Agreement. Such remedies shall be in addition to all other remedies available at law or in equity.
13. Recipient understands and agrees that:
 - (a) Tidewater shall be free to conduct the process for the sale of the Facilities in its sole discretion and shall determine, without limitation, the course and nature of negotiations with any prospective buyer and the acceptance of a definitive offer to purchase without prior notice to the Recipient, its Representatives or any other person or corporate entity; and
 - (b) Recipient shall not have any claims whatsoever against Tidewater or any of its directors, officers, stockholders, owners, affiliates, representatives, advisors or agents arising out of or relating to the sale of the Facilities other than as a party to a definitive offer to purchase accepted in writing by Tidewater and then only against Tidewater and in accordance with the terms of said offer to purchase.
14. Recipient hereby acknowledges that it is aware and that it will advise its Representatives privy to the Confidential Information that applicable security laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
15. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Tidewater's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any officer, director, employee, consultant or other representative of Tidewater, or with any customer, supplier, sales representative, or competitor of Tidewater except with the express written permission of Tidewater. Any such permission granted by Tidewater may be revoked at any time.

16. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Confidentiality Agreement.

17. This Confidentiality Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.

The Recipient accepts the Confidential Information to be provided relating to the Facilities subject to the terms and conditions set forth in this Confidentiality Agreement.

Yours truly,

COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE



I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: *(please check one)*

_____ **Electronic** *or* _____ **Hard copy (binder)**

NAME OF CONTACT PERSON TO FORWARD INFORMATION

CONTACT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Option to Attach Business Card Here:

Accepted by Tidewater Midstream and Infrastructure Ltd. this ____ day of _____, 2022

Krasen Chervenkov
Vice President, Mergers & Acquisitions