

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2017-06-08** | Period of Report: **2017-06-07**  
SEC Accession No. [0001193125-17-197584](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

**TIDEWATER INC**

CIK:[98222](#) | IRS No.: **720487776** | State of Incorporation: **DE** | Fiscal Year End: **0331**  
Type: **8-K** | Act: **34** | File No.: **001-06311** | Film No.: **17898569**  
SIC: **4400** Water transportation

Mailing Address

601 POYDRAS ST.  
SUITE 1500  
NEW ORLEANS LA 70130

Business Address

601 POYDRAS ST.  
SUITE 1500  
NEW ORLEANS LA 70130  
5045681010

---

---

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

---

**FORM 8-K**

---

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

---

**Date of Report (Date of earliest event reported) June 7, 2017**

---

**TIDEWATER INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State of incorporation)

**1-6311**  
(Commission  
File Number)

**72-0487776**  
(IRS Employer  
Identification No.)

**601 Poydras Street, Suite 1500**  
**New Orleans, Louisiana**  
(Address of principal executive offices)

**70130**  
(Zip Code)

**(504) 568-1010**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

---

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

---

**Item 7.01. Regulation FD Disclosure.**

As previously disclosed, on May 17, 2017, Tidewater Inc. (the “Company”) and certain of its subsidiaries filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Cases,” and such court, the “Bankruptcy Court”).

As required by the rules of the Bankruptcy Court, on June 7, 2017, the Company filed its initial operating report (the “Initial Operating Report”) with the Bankruptcy Court. The Initial Operating Report is attached hereto as Exhibit 99.1. This Current Report on Form 8-K (including the exhibit hereto) is not an admission by the Company that the information set forth in the Initial Operating Report is material.

The information included in this Current Report on Form 8-K under Item 7.01 and Exhibit 99.1 is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to liabilities of that Section, unless the registrant specifically states that the information is to be considered “filed” under the Exchange Act or specifically incorporates it by reference into a filing under the Exchange Act or the Securities Act of 1933, as amended.

*Cautionary Statement Regarding the Initial Operating Report*

The Company cautions investors and potential investors not to unduly rely on the information contained in the Initial Operating Report, which was not prepared or reviewed for the purpose of facilitating an investment decision relating to any of the securities of the Company. The Initial Operating Report has been prepared solely for the purpose of complying with the reporting requirements of the Bankruptcy Court. The Initial Operating Report was not audited or reviewed by independent accountants, was not prepared in accordance with generally accepted accounting principles in the United States, is in a format prescribed by applicable bankruptcy laws, and is subject to future adjustment and reconciliation. No assurance is given that, from the perspective of an investor or potential investor in the Company’s securities, the Initial Operating Report is complete.

The Initial Operating Report contains a twelve-month cash flow projection required to be submitted to the Bankruptcy Court (the “Cash Flow Projection”). There is no assurance that any expectations, beliefs, opinions, and assumptions on which the Cash Flow Projection has been based will be realized in whole or substantial part, and actual cash flow realized during the period covered by the Cash Flow Projection is likely to vary materially from the forward-looking information presented therein. The Cash Flow Projection reflects numerous assumptions made by the Company’s management with respect to industry performance, general economic, market and financial conditions, and other matters, all of which are difficult to predict and many of which are beyond the Company’s control. This Cash Flow Projection is being furnished because it is being provided to the Bankruptcy Court, and it should not be regarded as an indication that Tidewater or any other person considered, or now considers, this information to be predictive of actual future cash flows or future results. The Company does not, as a matter of course, publish its business plans or strategies, projections or anticipated financial positions. Accordingly, the Company does not anticipate that it will, and disclaims any obligation to, update the Cash Flow Projection.

*Cautionary Note Regarding Forward-Looking Statements*

In accordance with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the Company notes that certain statements set forth in this Current Report on Form 8-K provide other than

---

historical information and are forward looking. The actual achievement of any forecasted results, or the unfolding of future economic or business developments in a way anticipated or projected by the Company, involve numerous risks and uncertainties that may cause the Company's actual performance to be materially different from that stated or implied in the forward-looking statement. Among those risks and uncertainties, many of which are beyond the control of the Company, including, without limitation, the ability to confirm and consummate a plan of reorganization in accordance with the terms of the Prepackaged Plan; risks attendant to the bankruptcy process, including the effects thereof on the Company's business and on the interests of various constituents, the length of time that the Company might be required to operate in bankruptcy and the continued availability of working capital during the pendency of such cases; risks associated with third party motions in the Bankruptcy Cases, which may interfere with the ability to confirm and consummate a plan of reorganization in accordance with the terms of the Prepackaged Plan; potential adverse effects on the Company's liquidity or results of operations; increased costs to execute the reorganization in accordance with the terms of the Prepackaged Plan; effects on the market price of the Company's common stock and on the Company's ability to access the capital markets; volatility in worldwide energy demand and oil and gas prices, and continuing depressed levels of oil and gas prices, without a clear indication of if, or when, prices will recover to a level to support renewed offshore exploration activities; consolidation of our customer base; fleet additions by competitors and industry overcapacity; our views with respect to the need for and timing of the replenishment of our asset base, including through acquisitions or vessel construction; changes in capital spending by customers in the energy industry for offshore exploration, field development and production; loss of a major customer; changing customer demands for vessel specifications, which may make some of our older vessels technologically obsolete for certain customer projects or in certain markets; delays and other problems associated with vessel construction and maintenance; uncertainty of global financial market conditions and difficulty in accessing credit or capital; potential difficulty in meeting financial covenants in material debt or other obligations of the Company or in obtaining covenant relief from lenders or other contract parties; acts of terrorism and piracy; integration of acquired businesses and entry into new lines of business; disagreements with our joint venture partners; significant weather conditions; unsettled political conditions, war, civil unrest and governmental actions, such as expropriation or enforcement of customs or other laws that are not well developed or consistently enforced, or requirements that services provided locally be paid in local currency, in each case especially in higher political risk countries where we operate; foreign currency fluctuations; labor changes proposed by international conventions; increased regulatory burdens and oversight; changes in laws governing the taxation of foreign source income; retention of skilled workers; enforcement of laws related to the environment, labor and foreign corrupt practices; and the resolution of pending legal proceedings. Readers should consider all of these risk factors as well as other information contained in this report.

**Item 9.01. Financial Statements and Exhibits.**

(d) The exhibit to this Current Report on Form 8-K is listed in the Exhibit Index, which appears at the end of this report and is incorporated into this Form 8-K by reference.

---

## SIGNATURES

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

TIDEWATER INC.

By: /s/ Bruce D. Lundstrom

Bruce D. Lundstrom  
Executive Vice President, General Counsel and  
Secretary

Date: June 7, 2017

---

**EXHIBIT INDEX**

Exhibit  
No.

99.1 Initial Operating Report filed with the United States Bankruptcy Court for the District of Delaware.

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re:** : **Chapter 11**  
:  
**TIDEWATER INC., et al.,** : **Case No. 17-11132 (BLS)**  
:  
**Debtors.** : **Jointly Administered**  
:

**INITIAL MONTHLY OPERATING REPORT**

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

<u>REQUIRED DOCUMENTS</u>		<u>Document Attached</u>	<u>Explanation Attached</u>
<b>12-Month Cash Flow Projection (Form IR-1)</b>		Exhibit A	Exhibit A
<b>Certificates of Insurance:</b>		Exhibit B	N/A
Workers Compensation			
Property			
General Liability			
Vehicle			
Other:			
Identify areas of self-insurance with liability caps			
<b>Evidence of Debtor in Possession Bank Accounts</b>		Exhibit C	Exhibit C
Tax Escrow Account			
General Operating Account			
Money Market Account Pursuant to Local Rule 4001-3 for the District of Delaware <i>only</i> . Refer to: <a href="http://www.deb.uscourts.gov">http://www.deb.uscourts.gov</a>			
Other:			
<b>Retainers Paid (Form IR-2)</b>		Exhibit D	N/A

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

_____ Signature of Debtor	_____ Date
_____ Signature of Joint Debtor	_____ Date
<u>/s/ Quinn P. Fanning</u> Signature of Authorized Individual*	<u>6/7/2017</u> Date
<u>Quinn P. Fanning</u> Printed Name of Authorized Individual	<u>Chief Financial Officer</u> Title of Authorized Individual

\* Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

**Exhibit A**

**12-Month Cash Flow Projection**

The Debtors prepared the attached 12-month cash flow projection in accordance with Form IR-1.

Tidewater Inc.  
12-Month Cash Flow Projection

Period	<u>\$ in Millions</u>														LTM
	0	1	2	3	4	5	6	7	8	9	10	11	12		
	6/30/	7/31/	8/31/	9/30/	10/	11/	12/	1/31/	2/28/	3/31/	4/30/	5/31/	6/30/	6/30/	
Month Ended:	17	17	17	17	31/17	30/17	31/17	18	18	18	18	18	18	18	
<b>Receipts</b>															
Total Receipts	38.4	36.1	47.5	36.2	33.9	44.0	37.6	40.3	39.4	35.4	37.4	46.1	37.7	471.5	
<b>Disbursements - Operating</b>															
Operating Disbursements - Vessel Operations	(25.1)	(31.0 )	(32.6)	(27.0)	(23.7)	(28.9)	(27.8)	(29.4)	(27.7)	(25.8)	(22.8)	(36.7)	(24.5)	(337.9)	
Operating Disbursements - Other Operations	(0.8 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(0.9 )	(10.7 )	
Vessel Lease Payments	(0.5 )	(0.5 )	(0.7 )	(0.4 )	-	-	-	-	-	-	-	-	-	(1.7 )	
Other Disbursements - G&A	(16.1)	(7.7 )	(12.8)	(8.8 )	(10.5)	(12.8)	(3.7 )	(13.8)	(9.5 )	(8.6 )	(6.3 )	(4.0 )	(16.3)	(114.9)	
Subtotal: Operating Disbursements	(42.5)	(40.1 )	(47.0)	(37.0)	(35.1)	(42.6)	(32.4)	(44.1)	(38.2)	(35.3)	(30.0)	(41.5)	(41.7)	(465.1)	
<b>Net Operating Cash Flow</b>	<b>(4.1 )</b>	<b>(4.0 )</b>	<b>0.4</b>	<b>(0.9 )</b>	<b>(1.2 )</b>	<b>1.4</b>	<b>5.1</b>	<b>(3.8 )</b>	<b>1.2</b>	<b>0.1</b>	<b>7.4</b>	<b>4.6</b>	<b>(4.0 )</b>	<b>6.4</b>	
<b>Non-Operating Cash Flows</b>															
Capital Expenditures	-	-	-	(5.2 )	(1.2 )	(1.2 )	(1.2 )	(5.5 )	(1.2 )	(1.2 )	(1.2 )	(1.2 )	(1.2 )	(20.0 )	
Proceeds from the Sale of Vessels	1.3	-	8.5	-	-	4.0	-	-	6.7	-	-	7.9	-	27.1	
Other Refunds or Proceeds	6.4	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dividend from Non-Consolidated JV	-	-	-	-	-	4.9	-	-	-	-	-	-	-	4.9	
Debt Service - Interest	-	-	(1.0 )	(4.6 )	-	(0.9 )	(6.8 )	(1.0 )	-	(6.7 )	-	-	(6.6 )	(27.7 )	
Debt Service - Principal Amortization	-	-	(6.9 )	-	-	(3.7 )	-	(1.4 )	(4.4 )	-	-	(5.1 )	-	(21.5 )	
Debt Service - Other Paydown of Debt	-	(225.0)	-	-	-	-	-	-	-	-	-	-	-	(225.0)	
Cash Taxes	(2.2 )	(2.1 )	(2.1 )	(2.1 )	(2.2 )	(2.2 )	(2.2 )	(2.1 )	(2.1 )	(2.1 )	(2.1 )	(2.1 )	(2.1 )	(25.6 )	
Professional Fees	-	(5.0 )	(7.7 )	(0.5 )	-	-	-	-	-	-	-	-	-	(13.2 )	
U.S. Trustee Fee	-	(0.0 )	-	-	(0.0 )	-	-	-	-	-	-	-	-	(0.1 )	
Subtotal: Non-Operating Cash Flows	5.6	(232.2)	(9.2 )	(12.4)	(3.4 )	0.9	(10.2)	(9.9 )	(0.9 )	(10.0)	(3.3 )	(0.5 )	(9.9 )	(301.0)	
<b>Net Cash Flow, before Financing Activities</b>	<b>1.5</b>	<b>(236.2)</b>	<b>(8.8 )</b>	<b>(13.3)</b>	<b>(4.6 )</b>	<b>2.3</b>	<b>(5.0 )</b>	<b>(13.6)</b>	<b>0.2</b>	<b>(9.9 )</b>	<b>4.1</b>	<b>4.1</b>	<b>(13.9)</b>	<b>(294.7)</b>	
Withdraw / (Reinvest) in Cash Equivalents	(1.5 )	236.2	8.8	13.3	4.6	(2.3 )	5.0	13.6	(0.2 )	9.9	(4.1 )	(4.1 )	13.9	294.7	
<b>Net Cash Flow, after Financing Activities</b>	<b>0.0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(0.0 )</b>	<b>0.0</b>	<b>-</b>	<b>0.0</b>	<b>-</b>	<b>-</b>	<b>(0.0 )</b>	<b>-</b>	<b>-</b>	
Beginning Cash Balance	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	
Net Cash Flow	0.0	-	-	-	-	(0.0 )	0.0	-	0.0	-	-	(0.0 )	-	-	
<b>Ending Cash Balance</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	<b>38.0</b>	
Add: Cash Equivalents	627.9	391.7	382.9	369.6	365.0	367.2	362.2	348.6	348.8	338.9	343.1	347.1	333.2	333.2	
<b>Total Ending Cash Bal.</b>	<b>665.9</b>	<b>429.7</b>	<b>420.9</b>	<b>407.6</b>	<b>403.0</b>	<b>405.2</b>	<b>400.2</b>	<b>386.6</b>	<b>386.8</b>	<b>376.9</b>	<b>381.1</b>	<b>385.1</b>	<b>371.2</b>	<b>371.2</b>	

**Exhibit B**  
**Certificates of Insurance**

**Tidewater Inc.**

## Insurance Policies List

For Exhibit to Insurance Motion, and Exhibit to Initial Debtor Operating Report

**Insurance Programs for April 1, 2017 through March 31, 2018**

Type of Coverage	Insurer	Policy Number(s)	Policy Term	Premium	Certificate Issued	Certificate Number
<b>Workers' Compensation Program</b>						
Domestic Workmen's Comp and EL	Zurich American Ins. Co.	WC2946296-19	4-1-2017 to 3-31-2018	\$83,093.00	Yes	RAM5UMHS
<b>Marine Insurance</b>						
Hull and Marine Liability	Pental Insurance Company Ltd.	M-5700	4-1-2017 to 3-31-2018	N/A	Yes	CI-20170526-02805
Marine Reinsurance Hull and IV	International Markets including Lloyds	MS-S 5134R	4-1-2017 to 3-31-2018	\$2,933,269.80	Yes	HTYNQNE
Marine Reinsurance Liability	International Markets including Lloyds	MS-S 5134R	4-1-2017 to 3-31-2018	\$1,136,488.48	Yes	HTYNQNE
Marine Reinsurance War A	International Markets including Lloyds	MS-S 5134R	4-1-2017 to 3-31-2018	\$260,704.00	Yes	HTYNQNE
Marine Reinsurance War Nigeria	International Markets including Lloyds	MS-S 5134R	4-1-2017 to 3-31-2018	\$114,557.00	Yes	HTYNQNE
Marine Reinsurance Swing Premium	International Markets including Lloyds	MS-S 5134R	4-1-2017 to 3-31-2018	\$100,000.00	Yes	HTYNQNE
Total Loss Only	International Markets including Lloyds	MS-S 5135, MS-S5136	4-1-2017 to 3-31-2018	\$439,689.00	Yes	DPK2CS2X
ROV Equipment	International Markets Including Lloyds	MS-S 5449	4-1-2017 to 3-31-2018	\$170,251.00	Yes	LY4QK4WH
Sona Tide Hull and War for JV Vessels	International Markets Including Lloyds	MS-S 5528	4-1-2017 to 3-31-2018	\$145,046.00	Yes	A8J4W2RG
Sona Tide Marine Liability For JV Vessels	International Markets Including Lloyds	MS-S 5529	4-1-2017 to 3-31-2018	\$221,102.00	Yes	A8J4W2RG
Pollution Liability Coverage For Lui Tide	Water Quality Insurance Syndicate (WQIS)	51-50975	4-1-2017 to 3-31-2018	\$1,487.50	Yes	A8J4W2RG
P&I Coverage For Troms Fleet	Gard P&I (Bermuda) Ltd.	MS-S 5437 Premium Includes est. Deferred Call	2-20-2017 to 2-20-2018	\$192,828.80	Yes	CKQL9X4Z
Marine Front For Mexican Fleet Hull Gross	Seguros Imbursa, S.A.	26300-30091070	4-1-2017 to 3-31-2018	\$187,684.21	Yes	Attached
Marine Front For Mexican Fleet Hull Net	Seguros Imbursa, S.A.	26300-30091070	4-1-2017 to 3-31-2018	\$39,529.01	Yes	Attached
Marine Front For Mexican Fleet Liability Gross	Seguros Imbursa, S.A.	26300-30091061	4-1-2017 to 3-31-2018	\$121,422.43	Yes	Attached
Marine Front For Mexican Fleet Liability Net	Seguros Imbursa, S.A.	26300-30091061	4-1-2017 to 3-31-2018	\$25,575.91	Yes	Attached
Marine Front for Egyptian Fleet: Hull, IV, Liability Net	Misr Insurance Company	3179/2017	4-1-2017 to 3-31-2018	\$13,978.90	Yes	Attached
Marine Front for Egyptian Fleet - Fees for Hull, IV,	Misr Insurance Company	3179/2017	4-1-2017 to 3-31-2018	\$50,000.00	Yes	Attached

**Innocent Owners' Program**

Innocent Owners' Coverage	International Markets Including Lloyds	MS-S 5423 (BOA), MS-S 5424 (BBVA), MS-S 5425 (Fifth 3rd), MS-S 5426 (Mass Mutual), MS-S 5427 (PNC Equip), MS-S 5428 (Regions)	4-1-2017 to 3-31-2018	\$61,927.72	Yes	A2Z4L9T7 (Fifth 3rd), 8GWLFE26 (BBVA), 68PX9P8J (BOA), LTC4V44V (Mass Mutual), L8V4Q44R (PNC), 6KXARJ5K (Regions)
<b>Business Owner Program</b>						
Commercial General Liability	Aspen (Millers)	MS-S 5482	4-1-2017 to 3-31-32018	\$94,365.00	Yes	RAM5UMHS
Domestic Automobile Liability Coverage	Zurich American Ins. Co.	BAP2946295-18	4-1-2017 to 3-31-2018	\$64,430.05	Yes	RAM5UMHS
Worldwide Property	ACE American	PGLN14312298	4-1-2017 to 3031-2018	\$159,993.62	Yes	RAM5UMHS
Domestic Excess Property	International Markets Including Lloyds	MS-S 5483	4-1-2017 to 3-31-2018	\$133,683.75	Yes	RAM5UMHS
Non-Owned Aviation	Starr Indemnity and Liability	1000231046-01	4-1-2017 to 3-31-2018	\$8,500.00	Yes	RAM5UMHS

**Tidewater Inc.**

## Insurance Policies List

For Exhibit to Insurance Motion, and Exhibit to Initial Debtor Operating Report

**Insurance Programs for April 1, 2017 through March 31, 2018**

<b>Type of Coverage</b>	<b>Insurer</b>	<b>Policy Number(s)</b>	<b>Policy Term</b>	<b>Premium</b>	<b>Certificate Issued</b>	<b>Certificate Number</b>
<b>Foreign Program</b>						
Foreign Workers' Comp and Employers' Liability	Ins. Co. of State Of PA(AIG)	83-73383	4-1-2017 to 3-31-2018	\$98,160.00	Yes	RAM5UMHS
Foreign Automobile Liability Coverage	Ins. Co. of State Of PA(AIG)	80-0275609	4-1-2017 to 3-31-2018	\$4,600.00	Yes	RAM5UMHS
Foreign Property Coverage (Incl. Master, Angola, Egypt, Mexico, UAE)	ACE American Ins. Co. (Starr Tech)	GPRN143123	4-1-2017 to 3-31-2018	\$19,715.82	No	
Foreign Property Coverage (Local Brazil)	Local: TBA( Starr Tech)	17-96-0004327-12-0000000	4-1-2017 to 3-31-2018	\$4,600.00	No	
Foreign Property Coverage (Local Cameroon)	Local: Activa Assurances (Starr Tech)	2001/330 844	4-1-2017 to 3-31-2018	\$5,653.83	No	
Foreign Property Coverage (Local Nigeria)	Local: Leadway Assurance (Starr Tech)	MD14000016LA	4-1-2017 to 3-31-2018	\$4,444.00	No	
Australia (Comp For WA)	Allianz	WWH0074579	3-31-2017 to 3-31-2018	\$3,779.05	No	
Australia (Seamen's Rehabilitation Cover)	Allianz	96 1109650 XWC	3-31-2017 to 3-31-2018	\$2,750.00	No	
UK (GL/EL)	AIG Europe Limited	21606127	4-1-2017 to 3-31-2018	£4,125.00	No	
UK (Travel and Accident)	ACE European Group	T2017032809240345	4-1-2017 to 3-31-2018	£1,887.03	No	
UK (Auto)	RSA	83RTT27806	4-1-2017 to 3-31-2018	£686.56	No	
<b>Directors and Officers Program</b>						
Directors and Officers Liability Coverage	Chubb and Various other Domestic and International Carriers	Various	4-1-2017 to 3-31-2018	\$1,045,006.50	Yes	HMYMMPQM
Mexico D&O	Chubb de Mexico Compania de Seguros, S.A. de C. V.	977784-6	4-1-2017 to 3-31-2018	\$5,892.80	Yes	Certificado for policy DO977784-6
Brazil D&O	Chubb Do Brasil Cia de Seguros	TBD	4-1-2017 to 3-31-2018	\$4,174.41	No	
<b>Other FSD Coverages</b>						
Comprehensive Crime	Chubb	82099088.00	4-1-2017 to 3-31-2018	\$59,550.00	Yes	9Z76ZYT4
Fiduciary Liability Primary \$10.0 MM	Chubb	82099088.00	4-1-2017 to 3-31-2018	\$30,740.00	Yes	T9X59TNG
Fiduciary Liability Primary \$10.0 MM XS \$10.0 MM	Travelers	105590187.00	4-1-2017 to 3-31-2018	\$18,915.00	Yes	T9X59TNG
Fiduciary Liability Primary \$10.0 MM XS \$20.0 MM	HCC	14MGU17A4	4-1-2017 to 3-31-2018	\$13,241.00	Yes	T9X59TNG
Fiduciary Liability Primary \$10.0 MM XS \$30.0 MM	Endurance	FLX1000391	4-1-2017 to 3-31-2018	\$11,150.00	Yes	T9X59TNG
Fiduciary Liability Primary \$10.0 MM XS \$40.0 MM	AXIS	MHN761796	4-1-2017 to 3-31-2018	\$11,000.00	Yes	T9X59TNG
Special Crime Coverage	Hiscox	Will not disclose	June 1, 2015 until June 1, 2018	\$495,000.00	Yes	X3H6HWJ8

Fiduciary coverage, special crime, comprehensive crime	Chubb; Travelers; HCC; Endurance; AXIS; Hiscox	82099088 105590187 14MGU17A4 FLX1000391 MHN761796	4-1-2017 to 3-31-2018	\$740,000.00	Yes	See Above
<b>Excess Liability Coverage</b>						
\$25.0 MM XS \$25.0 MM	Various International Markets Including Lloyds	MS-S 5413	1-1-2017 to 12-31-2017	\$176,425.00	Yes	RAM5UMHS
\$75.0 MM XS \$50.0 MM	Various International Markets Including Lloyds	MS-S 5414	1-1-2017 to 12-31-2017	\$107,488.00	Yes	RAM5UMHS
\$375.0 MM XS \$125.00 MM	Various International Markets Including Lloyds	MS-S 5415	1-1-2017 to 12-31-2017	\$445,971.00	Yes	RAM5UMHS
\$500.0 MM XS \$500.0 MM	Various International Markets Including Lloyds	MS-S 5416	1-1-2017 to 12-31-2017	\$319,050.00	Yes	RAM5UMHS
Mexico XS \$25.0 MM XS \$25.0 MM Gross	Seguros Imbursa, S.A.	26300-30091061	1-1-2017 to 12-31-2017	\$17,021.40	Yes	See lines 27 and 28 above
Mexico XS \$25.0 MM XS \$25.0 MM Net	Seguros Imbursa, S.A.	26300-30091061	1-1-2017 to 12-31-2017	\$4,551.56	Yes	See lines 27 and 28 above
Mexico XS \$50.0 MM XS \$50.0 MM Gross	Seguros Imbursa, S.A.	26300-30091061	1-1-2017 to 12-31-2017	\$6,923.49	Yes	See lines 27 and 28 above
Mexico XS \$50.0 MM XS \$50.0 MM Net	Seguros Imbursa, S.A.	26300-30091061	1-1-2017 to 12-31-2017	\$1,858.23	Yes	See lines 27 and 28 above



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 318 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Tidewater Inc. et al (See Named Insured list attached) Pan American Life Center 601 Poydras Street, Suite 1500 New Orleans, LA 70130-6040	<b>INSURER A:</b> Underwriters at Lloyd's London	
	<b>INSURER B:</b> Zurich American Insurance Company      16535	
	<b>INSURER C:</b> Zurich American Insurance Company of Illinois      27855	
	<b>INSURER D:</b> Lloyd's & Certain Insurance Companies	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER: RAMSUMHS      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Time Element Pollution <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MS-S 5482	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP2946296-18	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		MS-S 5413; MS-S 5414; MS-S 5415; MS-S 5416 XS Underlying	01/01/2017	07/01/2018	EACH OCCURRENCE \$ 975,000,000 AGGREGATE \$ 975,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC2946296-19 Includes USLH, OCSLA	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General, Auto, and Excess Liabilities: Certificate Holder is named as an Additional Assured, to the extent of liabilities assumed by the Named Insured under written contract, subject to policy terms, conditions and exclusions. General, Auto, Excess and Workers Compensation: Certificate Holder is granted a Waiver of Subrogation to the extent required by written contract, subject to policy terms, conditions and exclusions.

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

<p>NAMED INSUREDS (as applicable)</p> <p>Tidewater Inc.          3291361 Nova Scotia ULC          Al Wasl Marine LLC          Antilles Marine Service Limited          Aqua Fleet Limited          Arabia Shipping Limited          Arrendadora de Naves del Golfo, S.A. de C.V.,          SOFCM, ENR.          Blue Fleet Limited          Cajun Acquisitions, L.L.C.          Compania Maritima de Magallanes Limitada          Crimson Fleet Limited          Divetide Limited          DTDW Holdings Limited          DTDW Marine Services B.V.          Equipo Mara, C.A.          Global Panama Marine Service, Inc.          Gold Fleet Limited          Green Fleet Limited          Grey Fleet Limited          Gulf Fleet Abu Dhabi          Gulf Fleet Middle East Limited          Gulf Fleet N.V.          Gulf Fleet Supply Vessels, L.L.C.          Hilliard Oil &amp; Gas, Inc.          Indigo Fleet Limited          International Maritime Services, Inc.          Jackson Marine Limited          Java Boat Corporation          Java Boat Corporation B.V.          JB Holding Company B.V.          Logistica Mexicana del Caribe, S. de R.L. de          C.V.          Mare Alta do Brasil Navegacao Ltda.          Maroon Fleet Limited          Mashhor Marine Sdn. Bhd.          Middle East Ships Limited          Navegadores Servicios de Apoyo Maritimo Ltda.          Naviera Tidex, S. de R.L. de C.V.          Niugini Offshore Services Joint Venture          O.I.L. (Nigeria) Limited          Offshore Labuan Leasing Inc.          Offshore Marine Inc.          Offshore Pacific, Inc.          Orange Fleet Limited          OSA do Brasil Representacoes Ltda.          Pacific Tidewater Pty. Ltd.          Pan Marine do Brasil Ltda.          Pan Marine International Dutch Holdings,          L.L.C.          Pan Marine International Inc. Freezone Co.          Pan Marine International, Inc.          Pentel Insurance Co. Ltd.          Platinum Fleet Limited          Point Marine, L.L.C.          PT Tidewater Operators Indonesia          Purple Fleet Limited          Quality Shipyards, L.L.C.          S.O.P., Inc.          Sakhalin Holding, L.L.C.          Sakhalin Offshore Marine, L.L.C.          SEA Maritime Services Ptd. Ltd.</p>	<p>Servicios Costa Afuera de Mexico, S. de R.L.          de C.V.          Servicios Maritimos del Carmen, S.A. de C.V.          Servicios Maritimos Ves, S. de R.L. de C.V.          Servicios y Representaciones Maritimas          Mexicanas, S.A. de C.V.          Silver Fleet Limited          Sonatide Marine Services, Ltd.          Sonatide Marine, Ltd.          Southern Ocean Services Pte. Ltd.          Tide States Vessels, L.L.C.          Tide States, L.L.C.          Tideflo Marine Services Limited          Tidewater (India) Private Limited          Tidewater Al Rushaid Co., Ltd.          Tidewater Assets Limited          Tidewater Boats Limited          Tidewater Caribe, C.A.          Tidewater Corporate Services, L.L.C.          Tidewater Crewing Limited          Tidewater Cyprus Limited          Tidewater de Mexico, S. de R.L. de C.V.          Tidewater Dutch Holdings Cooperatief, U.A.          Tidewater GOM, Inc.          Tidewater GOM, Inc. Sucursal Colombia          Tidewater Hulls Limited          Tidewater Investment Cooperatief, U.A.          Tidewater Investment SRL          Tidewater Marine, L.L.C.          Tidewater Marine Alaska, Inc.          Tidewater Marine Australia Pty. Ltd.          Tidewater Marine Charter Services Pte. Ltd.          Tidewater Marine Fleet, L.L.C.          Tidewater Marine Gabon S.A.          Tidewater Marine Hulls, L.L.C.          Tidewater Marine Indonesia Limited          Tidewater Marine International Dutch          Holdings, L.L.C.          Tidewater Marine International Pte. Ltd.          Tidewater Marine International, Inc.          Tidewater Marine Kazakhstan, L.L.P.          Tidewater Marine Sakhalin, L.L.C.          Tidewater Marine Service (M) Sdn. Bhd.          Tidewater Marine Ships, L.L.C.          Tidewater Marine Technical Services          (Shenzhen) Co., Ltd.          Tidewater Marine U.K. Limited          Tidewater Marine Vanuatu Limited          Tidewater Marine Vessels, L.L.C.          Tidewater Marine West Indies Limited          Tidewater Marine Western, Inc.          Tidewater Maritime Limited          Tidewater Mexico Holding, L.L.C.          Tidewater Offshore Sdn. Bhd.          Tidewater Properties Limited          Tidewater ROV Limited          Tidewater Ships Limited          Tidewater Subsea Crewing Limited          Tidewater Subsea International Limited          Tidewater Subsea ROV, L.L.C.          Tidewater Subsea, L.L.C.          Tidewater Support Services Ltd.</p>
---	--

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE NUMBER: RAMSUMMS

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 5

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

Continued: NAMED INSUREDS (as applicable)  
Tidewater Venture, Inc.  
Tidewater Vessels Limited  
Tidex Nigeria Limited  
Troms Offshore Fleet 1 AS  
Troms Offshore Fleet 2 AS  
Troms Offshore Fleet 3 AS  
Troms Offshore Fleet 4 AS  
Troms Offshore Fleet Holding AS  
Troms Offshore Management AS  
Troms Offshore Marine AS  
Troms Offshore Services AS  
Troms Offshore Supply AS  
Twenty Grand (Brazil), L.L.C.  
Twenty Grand Marine Service, L.L.C.  
Vermilion Fleet Limited  
Vesselogistics Limited  
Violet Fleet Limited  
VTG Ships Limited  
VTG Supply Boat Liberia Inc.  
Yellow Fleet Limited  
Zapata Gulf Marine International Limited  
Zapata Gulf Marine L.L.C.  
Zapata Marine Service (Nigeria) Limited  
Zapata Servicios Maritimos Ltda.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

FOREIGN AUTOMOBILE LIABILITY - Policy No. 80-0275609 - 4/1/2017-2018 - Insurer: Insurance Co. of the State of Pennsylvania: Combined Single Limit of Liability \$1,000,000 each accident. Foreign Auto provided on an Excess / Difference in Conditions basis.

FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY - Policy No. 83-73383 - 4/1/2017-2018 - Insurer: Insurance Co. of the State of Pennsylvania:

Employee Injury Benefits: U.S. Employee: State of Hire  
 Third Country National: Country of Origin/Hire  
 Local Hire or National: Employers Liability only  
 Employers Liability Limits: Injury by Accident \$1,000,000 each accident  
 Injury by Disease \$1,000,000 policy limit  
 Injury by Disease \$1,000,000 each employee

EXCESS PROPERTY - Cover Note No. MS-S 5483 - 4/1/2017-2018 - Insurers: Lloyd's and Certain Companies: All Risks of direct physical loss or damage in respect of U.S. real and personal property as per policy schedule. Limits: All Perils: \$5,000,000 any one accident or occurrence, except  
 Named Windstorm \$10,000,000 any one accident or occurrence  
 Flood (FEMA Zones A&V): \$17,500,000 in the annual aggregate  
 In excess of underlying Property Policy No. PGLN14312298. Subject to deductibles and sublimits as per underlying policy terms and conditions.

NON-OWNED AIRCRAFT LIABILITY - Policy No. 1000231046-01 - 4/1/2017-2018 - Insurer: Starr Indemnity & Liability Company: Limit \$20,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage Liability (including passengers).

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder, as required by written contract, subject to policy terms, conditions and exclusions.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

TYPE OF INSURANCE:	Property
COMPANY:	ACE American Insurance Company
POLICY NO.:	PGLN14312298 GPRN14312304
POLICY TERM:	04/01/2017 - 04/01/2018
LIMIT:	\$20,000,000 excess of deductibles each and every occurrence, subject to policy sublimits below. (Provided on an Excess / Difference in Conditions basis over certain locally-issued Property policies.)
SUBLIMITS:	
\$No Coverage	Business Interruption
\$ 5,000,000	Extra Expense, not to exceed the specific amounts of insurance for each location
\$ 15,000,000	Earthquake/Earth Movement Annual Aggregate, except
\$No Coverage	California Earthquake Annual Aggregate
\$ 10,000,000	Flood Annual Aggregate Including Storm Surge, except
\$ 2,500,000	Flood Zone A and V Annual Aggregate Including Storm Surge (including subzones)
\$ 500,000	California Flood Annual Aggregate
\$ 10,000,000	Named Windstorm Annual Aggregate, not to exceed the specific amounts of insurance for each location
\$ 5,000,000	Debris Removal or 25% of Adjusted Direct Property Loss, whichever is greater, not to exceed the specific amounts of insurance for each location
\$ 5,000,000	Increased Cost of Construction & Demolition, not to exceed the specific amounts of insurance for each location
\$ 5,000,000	Newly Acquired Property (90 days reporting), not to exceed the specific amounts of insurance for each location
\$ 1,500,000	Electronic Data Processing Equipment & Media, not to exceed the specific amounts of insurance each for location
\$ 1,000,000	Miscellaneous Unnamed Locations, not to exceed the specific amounts of insurance for each location
\$ 25,000	Pollution Cleanup Annual Aggregate, not to exceed the specific amounts of insurance for each location
\$ 1,500,000	Property In Transit Inland
\$ 1,500,000	Valuable Papers and Records, not to exceed the specific amounts of insurance for each location
\$ 2,500,000	Dock Collision, not to exceed the specific amounts of insurance for each location
\$ 602,000	Contractors Equipment (Owned or Rented), not to exceed the specific amounts of insurance for each location



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Fifth Third Equipment Finance Company 38 Fountain Square Plaza, MD#10904A Cincinnati, OH 44145	<b>INSURER A:</b> Underwriters at Lloyd's, London	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER: A224L9T7      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Innocent Owner's Interest Innocent Owners Interest Clauses - Hulls (September 1, 1997) (Amended)		MS-S 5425	04/01/2017	04/01/2018	DAMON B BANKSTON \$ 27,179,750 LESTER POLLACK \$ 11,086,260 MISS JANE TIDE \$ 27,329,250 SOLAR TIDE II \$ 11,696,860 PATTAROZZI TIDE \$ 17,337,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Loss, if Any, Payable to Insured and/or Order.  
 Guarantor: Tidewater Inc.  
 Charterer: Gulf Fleet Supply Vessels, LLC; Point Marine, LLC; Zapata Gulf Marine, LLC; Tidewater Marine, LLC

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> BBVA Compass Financial Corporation, and/or its successors and assigns 159 Crocker Park Blvd., Suite 260 Westlake, OH 44145	INSURER A: Underwriters at Lloyd's, London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 8GWLFE26      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COVERED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Innocent Owner's Interest Innocent Owners Interest Clauses - Hulls (September 1, 1997) (Amended)		MS-S 5424	04/01/2017	04/01/2018	KEN C YAMBLYN \$ 26,228,446 PAUL W MURRILL \$ 25,866,534 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Loss, if Any, Payable to Insured and/or Order.  
 Guarantor: Tidewater Inc.  
 Charterer: Zapata Gulf Marine, LLC; Tidewater Marine, LLC

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyd's, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b>

**COVERAGES**      **CERTIFICATE NUMBER: 68PX9P8J**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Innocent Owner's Interest Innocent Owners Interest Clauses - Hulls (September 1, 1997) (Amended)		MS-S 5423	04/01/2017	04/01/2018	DEAN EDWARD TAYLOR \$ 56,153,394 DELATTE TIDE \$ 23,936,432 PAT TILLMAN \$ 23,883,665 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Loss, If Any, Payable to Insured and/or Order.  
 Guarantor: Tidewater Inc.  
 Charterer: Zapata Gulf Marine, LLC; Tidewater Marine, LLC

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> MassMutual Asset Finance LLC 2 Hampshire St., Suite 101 Foxborough, MA 02035	<b>INSURER A:</b> Underwriters at Lloyd's, London	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER: LTC4V44V      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COVERED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Innocent Owner's Interest Innocent Owners Interest Clauses - Hulls (September 1, 1997) (Amended)		MS-S 5426	04/01/2017	04/01/2018	JONATHAN ROZIER \$ 11,577,800

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Loss, if Any, Payable to Insured and/or Order.  
 Guarantor: Tidewater Inc.  
 Charterer: Tidewater Marine, LLC

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017





Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Regions Equipment Finance Corporation 1900 5th Avenue N., Suite 2400 Birmingham, AL 35203	<b>INSURER A:</b> Underwriters at Lloyd's, London	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 6KXARJ5K      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Innocent Owner's Interest Innocent Owners Interest Clauses - Hulls (September 1, 1997) (Amended)		MS-S 5428	04/01/2017	04/01/2018	BROUSSARD TIDE \$ 11,477,150 BARTHEL TIDE \$ 14,049,208 FORTIER TIDE \$ 16,763,540 DALFREY TIDE \$ 14,284,902

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Loss, If Any, Payable to Insured and/or Order.  
 Guarantor: Tidewater Inc.  
 Charterer: Tidewater Marine, LLC

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 318 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Pentac Insurance Company Ltd. (REINSURED) c/o Tidewater Inc. et al (ORIGINAL INSURED) (See Named Insured list attached) Pan American Life Center 601 Poydras Street, Suite 1500 New Orleans, LA 70130-6040	<b>INSURER A:</b> Lloyd's and/or Certain Companies	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** HTYNQNEED      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	MARINE REINSURANCE		MS-S 5134 R	04/01/2017	04/01/2018	SEE ATTACHED \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Pental Insurance Company Ltd. (REINSURED) c/o Tidewater Inc. et al (ORIGINAL INSURED) (See Named Insured list attached)	
POLICY NUMBER		ISSUE DATE: 05/26/2017	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

<p>NAMED INSUREDS (as applicable)</p> <p>Tidewater Inc.          3291361 Nova Scotia ULC          Al Wasl Marine LLC          Antilles Marine Service Limited          Aqua Fleet Limited          Arabia Shipping Limited          Arrendadora de Naves del Golfo, S.A. de C.V.,          SOFCM, ENR.          Blue Fleet Limited          Cajun Acquisitions, L.L.C.          Compania Maritima de Magallanes Limitada          Crimson Fleet Limited          Divetide Limited          DTDW Holdings Limited          DTDW Marine Services B.V.          Equipo Mara, C.A.          Global Panama Marine Service, Inc.          Gold Fleet Limited          Green Fleet Limited          Grey Fleet Limited          Gulf Fleet Abu Dhabi          Gulf Fleet Middle East Limited          Gulf Fleet N.V.          Gulf Fleet Supply Vessels, L.L.C.          Hilliard Oil &amp; Gas, Inc.          Indigo Fleet Limited          International Maritime Services, Inc.          Jackson Marine Limited          Java Boat Corporation          Java Boat Corporation B.V.          JB Holding Company B.V.          Logistica Mexicana del Caribe, S. de R.L. de          C.V.          Mare Alta do Brasil Navegacao Ltda.          Maroon Fleet Limited          Mashhor Marine Sdn. Bhd.          Middle East Ships Limited          Navegadores Servicios de Apoyo Maritimo Ltda.          Naviera Tidex, S. de R.L. de C.V.          Niugini Offshore Services Joint Venture          O.I.L. (Nigeria) Limited          Offshore Labuan Leasing Inc.          Offshore Marine Inc.          Offshore Pacific, Inc.          Orange Fleet Limited          OSA do Brasil Representacoes Ltda.          Pacific Tidewater Pty. Ltd.          Pan Marine do Brasil Ltda.          Pan Marine International Dutch Holdings,          L.L.C.          Pan Marine International Inc. Freezone Co.          Pan Marine International, Inc.          Pental Insurance Co. Ltd.          Platinum Fleet Limited          Point Marine, L.L.C.          PT Tidewater Operators Indonesia          Purple Fleet Limited          Quality Shipyards, L.L.C.          S.O.P., Inc.          Sakhalin Holding, L.L.C.          Sakhalin Offshore Marine, L.L.C.          SEA Maritime Services Ptd. Ltd.</p>	<p>Servicios Costa Afuera de Mexico, S. de R.L.          de C.V.          Servicios Maritimos del Carmen, S.A. de C.V.          Servicios Maritimos Ves, S. de R.L. de C.V.          Servicios y Representaciones Maritimas          Mexicanas, S.A. de C.V.          Silver Fleet Limited          Sonatide Marine Services, Ltd.          Sonatide Marine, Ltd.          Southern Ocean Services Pte. Ltd.          Tide States Vessels, L.L.C.          Tide States, L.L.C.          Tideflo Marine Services Limited          Tidewater (India) Private Limited          Tidewater Al Rushaid Co., Ltd.          Tidewater Assets Limited          Tidewater Boats Limited          Tidewater Caribe, C.A.          Tidewater Corporate Services, L.L.C.          Tidewater Crewing Limited          Tidewater Cyprus Limited          Tidewater de Mexico, S. de R.L. de C.V.          Tidewater Dutch Holdings Cooperatief, U.A.          Tidewater GOM, Inc.          Tidewater GOM, Inc. Sucursal Colombia          Tidewater Hulls Limited          Tidewater Investment Cooperatief, U.A.          Tidewater Investment SRL          Tidewater Marine, L.L.C.          Tidewater Marine Alaska, Inc.          Tidewater Marine Australia Pty. Ltd.          Tidewater Marine Charter Services Pte. Ltd.          Tidewater Marine Fleet, L.L.C.          Tidewater Marine Gabon S.A.          Tidewater Marine Hulls, L.L.C.          Tidewater Marine Indonesia Limited          Tidewater Marine International Dutch          Holdings, L.L.C.          Tidewater Marine International Pte. Ltd.          Tidewater Marine International, Inc.          Tidewater Marine Kazakhstan, L.L.P.          Tidewater Marine Sakhalin, L.L.C.          Tidewater Marine Service (M) Sdn. Bhd.          Tidewater Marine Ships, L.L.C.          Tidewater Marine Technical Services          (Shenzhen) Co., Ltd.          Tidewater Marine U.K. Limited          Tidewater Marine Vanuatu Limited          Tidewater Marine Vessels, L.L.C.          Tidewater Marine West Indies Limited          Tidewater Marine Western, Inc.          Tidewater Maritime Limited          Tidewater Mexico Holding, L.L.C.          Tidewater Offshore Sdn. Bhd.          Tidewater Properties Limited          Tidewater ROV Limited          Tidewater Ships Limited          Tidewater Subsea Crewing Limited          Tidewater Subsea International Limited          Tidewater Subsea ROV, L.L.C.          Tidewater Subsea, L.L.C.          Tidewater Support Services Ltd.</p>
---	--

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 5

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Pental Insurance Company Ltd. (REINSURED) c/o Tidewater Inc. et al (ORIGINAL INSURED) (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

Continued: NAMED INSUREDS (as applicable)  
Tidewater Venture, Inc.  
Tidewater Vessels Limited  
Tidex Nigeria Limited  
Troms Offshore Fleet 1 AS  
Troms Offshore Fleet 2 AS  
Troms Offshore Fleet 3 AS  
Troms Offshore Fleet 4 AS  
Troms Offshore Fleet Holding AS  
Troms Offshore Management AS  
Troms Offshore Marine AS  
Troms Offshore Services AS  
Troms Offshore Supply AS  
Twenty Grand (Brazil), L.L.C.  
Twenty Grand Marine Service, L.L.C.  
Vermilion Fleet Limited  
Vesselogistics Limited  
Violet Fleet Limited  
VTG Ships Limited  
VTG Supply Boat Liberia Inc.  
Yellow Fleet Limited  
Zapata Gulf Marine International Limited  
Zapata Gulf Marine L.L.C.  
Zapata Marine Service (Nigeria) Limited  
Zapata Servicios Maritimos Ltda.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Pental Insurance Company Ltd. (REINSURED) c/o Tidewater Inc. et al (ORIGINAL INSURED) (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Type: MARINE REINSURANCE

Reinsured: Pental Insurance Company, Ltd.

Original Insured: Tidewater Inc. et al (See Named Insured list attached)

Period: April 1, 2017 to April 1, 2018

Cover Note No.: MS-S 5134 R

Reinsurance Security:

Lloyd's, London (various syndicates)	67.8689%
Swiss Re International SE	11.0000%
Royal & Sun Alliance Insurance plc	9.3811%
StarStone Insurance Europe AG	3.2500%
Allianz Global Corporate & Specialty SE	3.0000%
Liberty Insurance Underwriters, Inc.	3.0000%
Endurance Reinsurance Corp. of America	2.5000%

Coverages: Marine Liability limit \$25,000,000 any one accident or occurrence. Marine Liability form including Protection and Indemnity, Pollution Liability, Collision & Towers Liability, Marine Liability, Jones Act, Maritime Employers Liability, P&I War Risks, Crew Liability, Death on the High Seas Act, Third Party Bodily Injury and Property Damage Liability, Wreck Removal, Contractual Liability, In Rem, Worldwide including Gulf of Mexico; Cargo excluded.

Hull equal to each vessel's agreed value as scheduled. American Institute Hull Clauses (June 2, 1977) as amended.

Hull War Risk equal to each vessel's agreed value as scheduled. American Institute Hull War Risks and Strikes Clauses (Including Automatic Termination and Cancellation Provisions) For Attachment to American Institute Hull Clauses December 1st, 1977 (Cl.A237) as amended and American Hull Insurance Syndicate Addendum to American Institute Hull War Risks and Strikes Clauses December 1, 1977 (April 1, 1984) as amended.

On: See vessel list attached

Special Conditions:  
 Privilege is granted to charter and/or sub-charter and/or enter into operating agreements and/or perform towage and/or transport cargo and/or personnel (hereinafter referred to as "vessel operations"), and when performing such vessel operations, and when the Named Assured is so required by written or verbal agreement, this insurance shall include as Additional Assureds those parties whom the Named Assured is obligated to include as Additional Assureds, and Underwriters grant a waiver of their rights of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against those parties for whom the Named Assured is required to secure a waiver of subrogation by such written or verbal agreement. It is expressly understood that the naming of Additional Assureds and/or waiving of subrogation shall be limited to the extent of the Named Assured's contractual commitment. It is further understood that coverage provided to the Additional Assured shall not be deemed to include any contractual indemnifications, liabilities or indemnification expressly assumed by said Additional Assured.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Pental Insurance Company Ltd. (REINSURED) c/o Tidewater Inc. et al (ORIGINAL INSURED) (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Tidewater Inc. et al - SCHEDULE OF VESSELS

ADAM TIDE	CURRIE TIDE	JOHN P LABORDE	NELSON TIDE	TROMS CAPELLA
ADMIRAL TIDE	DALEN TIDE	JONATHAN ROZIER	NETHERLAND TIDE	TROMS CASTOR
AL HARKTHY TIDE	DALFREY TIDE	JONES TIDE	OLIMPIA	TROMS HERA
ALDEMIER SOUZA TIDE	DAY TIDE	KAREN TIDE II	OLIVIER TIDE	TROMS LYRA
ALDEN J LABORDE	DAMON B BANKSTON	KEHOE TIDE	O'ROURKE TIDE	TROMS MIRA
ALLISON TIDE	DANKO TIDE	KEN C TAMBLYN	ORTALANO TIDE	TROMS POLLUX
AMADON TIDE II	DAVID TIDE II	KENNY TIDE	OZREN TIDE	TROMS SIRIUS
AMBROSIUS TIDE	DAVIDSON TIDE	KIRKCONNELL TIDE	PAT TAYLOR	TROUSON TIDE
ANDERSON TIDE	DAVIS TIDE	KOSARCA TIDE	PAT TILLMAN	URDANETA TIDE
ANG TIDE	DE VRIBS TIDE	LACOSTE TIDE	PATERSON TIDE	URSULA TIDE
ANNA P	DEAN EDWARD TAYLOR	LAIRD TIDE	PATTAROZZI TIDE	VRANA TIDE
ARCHON TIDE	DEENNA TIDE	LANDRY TIDE	PAUL W MURRILL	WALGAMOTTE TIDE
ARIO TIDE	DELA LLANA TIDE	LEACH TIDE	PELAFIGUE TIDE	WALKER TIDE
ART CARLSON	DELANCEY TIDE	LEBOUEF TIDE	PLATT TIDE	WAR ADMIRAL
ATEF TIDE	DELATTE TIDE	LECCOMPT TIDE	PRAVIT TIDE	WARD TIDE
BAILEY TIDE	DEMAREST TIDE	LEESE TIDE	PREMARAJ TIDE	WEYLAND TIDE
BAKAMA TIDE	DEROCHE TIDE	LEIBE TIDE	RAPABL TIDE	WIGGINS TIDE
BARTHEL TIDE	DESOTO TIDE	LELEAN TIDE	REDEL TIDE	WILBERT TIDE
BELIZE TIDE	DEVILLE TIDE	LEONARD TIDE	REECH TIDE	WILLIAM C
BERGERON TIDE	DIANA TIDE	LESTER POLLACK	REG MCNEE TIDE	HIGHTOWER
BIG JOE TIDE	DOERNICKE TIDE	LH1	REYNALDO TIDE	WILLIAM C
BILLY J RAMBEY II	DOMINGUE TIDE	LIFT TIDE II	RICHARD A PHILIPPI	O'MALLEY
BOBBY RAWLE TIDE	DONNELLY TIDE	LIM TIDE	RICHARD M CURRENCE	WILLIAM E BRIGHT
BONNETTE TIDE	D'SOUZA TIDE	LLOYD M DEFELICE	RICHARD TIDE	WILLIAM R
BOUDREAUX TIDE	DU MOULIN TIDE	LOBITO TIDE	ROBERT H BOH	CROYLE II
BOURGBOIS TIDE	DULACA TIDE	LOURDES TIDE	ROGELIO TIDE	WISE TIDE II
BOUTROS TIDE	EBANKS TIDE	LOUSTEAU TIDE	ROMIC TIDE	YBO TIDE
BOYD TIDE	ED KYLE	LOVING TIDE	ROZO TIDE	ZAMBEZE TIDE
BRASHER TIDE	ERRINGTON TIDE	LUANDA TIDE	RUSSELL TIDE	ZIMBO TIDE
BREAUX TIDE	FANNING TIDE	LUBAMBI TIDE	SAAVEDRA TIDE	ZOLA TIDE
BREWSTER TIDE	FARIDAM TIDE	LUCUNGA TIDE	SABANDO TIDE	A FRAME 1 T4295
BROUSSARD TIDE	FELTON TIDE	LUNDSTROM TIDE	SAM S ALLGOOD	KCO
BURCH WILLIAMS	FLOWERS TIDE	LUVASSA TIDE	SANDRA TIDE	A FRAME 2 T4658
C E LABORDE JR	FONSECA TIDE	MADONNA TIDE	SASI TIDE	RMC
CABINESS TIDE	FORTIER TIDE	MAGIC TIDE II	SAVOY TIDE	A FRAME 3 T4659
CALLAIS TIDE	FOSTER TIDE	MAGNUM TIDE	SEGOVIA TIDE	AJL
CAMPOS TIDE	FUTILA TIDE	MAHNKE TIDE	SHEPHERD TIDE	A FRAME 4 T5098
CAMPOS TIDE	GAMMAGE TIDE	MAIDEN TIDE	SKIPSEY TIDE	STO
MEZZAINE D	GARY TIDE	MALANJE TIDE	SMITH TIDE	
CANUKU TIDE	GARZA TIDE	MALONGO TIDE	SOLAR TIDE II	
CARLINE TIDE	GERARD TIDE	MANSOUR TIDE	SOUTHERN TIDE	
CAROLINE TIDE III	GLEIKNER TIDE	MAQUIDI TIDE	SPOONER TIDE	
CARR TIDE	GOLDBLATT TIDE	MARTY QUIST TIDE	STATES TIDE	
CHAUVIN TIDE	MEZZAIN	MASLENY TIDE	STEPHEN WALLACE DICK	
CHAYARI TIDE	GREENWOOD TIDE	MAWFORD TIDE	STIPE TIDE	
CHERYL TIDE	GRO TIDE	MCKENNY TIDE	STRICKLIN TIDE	
CHIASSON TIDE	GUBERT TIDE	MELTON TIDE	SUSAN TIDE	
CHILOANGO TIDE	GUIDRY TIDE	MENENDEZ TIDE	SUTTON TIDE	
CHINGA TIDE	GULF SCAUP	MERVAT TIDE	T1 ABIKE	
CHRISTINA TIDE	GULF WIGSON	MICHELE A DEFELICE	TABLATE TIDE	
CINDY BROWN TIDE	HALAT TIDE	MILAN TIDE	TERRER TIDE	
CINDY TIDE	HANDIN TIDE	MILLER TIDE	TERRY TIDE	
CLATWORTHY TIDE	HANKS TIDE	MISS JANE TIDE	THOMPSON TIDE	
COLLARD TIDE	HART TIDE	MISS MARILENE TIDE	TIDEWATER ENABLER	
COLLINS TIDE	HEBERT TIDE	MONTET TIDE	TOLA TIDE	
COMOTTO TIDE	IBINDA TIDE	MONTGOMERY TIDE	TOMMY SHERIDAN TIDE	
CONSTRUCT TIDE II	INSTONE TIDE	MCNTY ORR TIDE	TORRENS TIDE	
COUPER TIDE	J HUGH ROFF JR	MORRISON TIDE	TOUCHET TIDE	
COURTNEY TIDE	J KEITH LOUSTEAU	MOSSALEM TIDE	TRANSPORTER TIDE	
COXON TIDE	JO LYNN TIDE	NAMIBE TIDE	TROMS ARCTURUS	



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

LY4QK4WH

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	PHONE (A/C, No, Ext): 713-877-8975	COMPANY Underwriters at Lloyd's of London
FAX (A/C, No): 713-877-8974	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Tidewater Inc. et al (See Named Insured List attached) Pan American Life Center 601 Poydras Street, Suite 1500 New Orleans, LA 70130-6040	LOAN NUMBER	POLICY NUMBER MS-S 5499
	EFFECTIVE DATE 04/01/2017	EXPIRATION DATE 04/01/2018
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
See attached.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED    BASIC    BROAD    SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
PHYSICAL DAMAGE - ROV All risks of direct physical loss or damage in respect of all equipment, owned or leased by the Insured, including Removal of Wreck. Worldwide Coverage, without restriction	Per Insured Values	See Below

## REMARKS (Including Special Conditions)

Deductibles: Over Side Equipment \$100,000 a.o.a.o.o., Top Side Equipment \$50,000 a.o.a.o.o.

The ROV Equipment policy includes a Blanket Additional Insured and Blanket Waiver of Subrogation to the certificate holder as required by written contract.

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured List attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

<p>NAMED INSUREDS (as applicable)</p> <p>Tidewater Inc.          3291361 Nova Scotia ULC          Al Wasl Marine LLC          Antilles Marine Service Limited          Aqua Fleet Limited          Arabia Shipping Limited          Arrendadora de Naves del Golfo, S.A. de C.V.,          SOFCM, ENR.          Blue Fleet Limited          Cajun Acquisitions, L.L.C.          Compania Maritima de Magallanes Limitada          Crimson Fleet Limited          Divetide Limited          DTDW Holdings Limited          DTDW Marine Services B.V.          Equipo Mara, C.A.          Global Panama Marine Service, Inc.          Gold Fleet Limited          Green Fleet Limited          Grey Fleet Limited          Gulf Fleet Abu Dhabi          Gulf Fleet Middle East Limited          Gulf Fleet N.V.          Gulf Fleet Supply Vessels, L.L.C.          Hilliard Oil &amp; Gas, Inc.          Indigo Fleet Limited          International Maritime Services, Inc.          Jackson Marine Limited          Java Boat Corporation          Java Boat Corporation B.V.          JB Holding Company B.V.          Logistica Mexicana del Caribe, S. de R.L. de          C.V.          Mare Alta do Brasil Navegacao Ltda.          Maroon Fleet Limited          Mashhor Marine Sdn. Bhd.          Middle East Ships Limited          Navegadores Servicios de Apoyo Maritimo Ltda.          Naviera Tidex, S. de R.L. de C.V.          Niugini Offshore Services Joint Venture          O.I.L. (Nigeria) Limited          Offshore Labuan Leasing Inc.          Offshore Marine Inc.          Offshore Pacific, Inc.          Orange Fleet Limited          OSA do Brasil Representacoes Ltda.          Pacific Tidewater Pty. Ltd.          Pan Marine do Brasil Ltda.          Pan Marine International Dutch Holdings,          L.L.C.          Pan Marine International Inc. Freezone Co.          Pan Marine International, Inc.          Pentel Insurance Co. Ltd.          Platinum Fleet Limited          Point Marine, L.L.C.          PT Tidewater Operators Indonesia          Purple Fleet Limited          Quality Shipyards, L.L.C.          S.O.P., Inc.          Sakhalin Holding, L.L.C.          Sakhalin Offshore Marine, L.L.C.          SEA Maritime Services Ptd. Ltd.</p>	<p>Servicios Costa Afuera de Mexico, S. de R.L.          de C.V.          Servicios Maritimos del Carmen, S.A. de C.V.          Servicios Maritimos Ves, S. de R.L. de C.V.          Servicios y Representaciones Maritimas          Mexicanas, S.A. de C.V.          Silver Fleet Limited          Sonatide Marine Services, Ltd.          Sonatide Marine, Ltd.          Southern Ocean Services Pte. Ltd.          Tide States Vessels, L.L.C.          Tide States, L.L.C.          Tideflo Marine Services Limited          Tidewater (India) Private Limited          Tidewater Al Rushaid Co., Ltd.          Tidewater Assets Limited          Tidewater Boats Limited          Tidewater Caribe, C.A.          Tidewater Corporate Services, L.L.C.          Tidewater Crewing Limited          Tidewater Cyprus Limited          Tidewater de Mexico, S. de R.L. de C.V.          Tidewater Dutch Holdings Cooperatief, U.A.          Tidewater GOM, Inc.          Tidewater GOM, Inc. Sucursal Colombia          Tidewater Hulls Limited          Tidewater Investment Cooperatief, U.A.          Tidewater Investment SRL          Tidewater Marine, L.L.C.          Tidewater Marine Alaska, Inc.          Tidewater Marine Australia Pty. Ltd.          Tidewater Marine Charter Services Pte. Ltd.          Tidewater Marine Fleet, L.L.C.          Tidewater Marine Gabon S.A.          Tidewater Marine Hulls, L.L.C.          Tidewater Marine Indonesia Limited          Tidewater Marine International Dutch          Holdings, L.L.C.          Tidewater Marine International Pte. Ltd.          Tidewater Marine International, Inc.          Tidewater Marine Kazakhstan, L.L.P.          Tidewater Marine Sakhalin, L.L.C.          Tidewater Marine Service (M) Sdn. Bhd.          Tidewater Marine Ships, L.L.C.          Tidewater Marine Technical Services          (Shenzhen) Co., Ltd.          Tidewater Marine U.K. Limited          Tidewater Marine Vanuatu Limited          Tidewater Marine Vessels, L.L.C.          Tidewater Marine West Indies Limited          Tidewater Marine Western, Inc.          Tidewater Maritime Limited          Tidewater Mexico Holding, L.L.C.          Tidewater Offshore Sdn. Bhd.          Tidewater Properties Limited          Tidewater ROV Limited          Tidewater Ships Limited          Tidewater Subsea Crewing Limited          Tidewater Subsea International Limited          Tidewater Subsea ROV, L.L.C.          Tidewater Subsea, L.L.C.          Tidewater Support Services Ltd.</p>
---	--

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE NUMBER: LY4QK4WH

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured List attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Continued: NAMED INSUREDS (as applicable)  
Tidewater Venture, Inc.  
Tidewater Vessels Limited  
Tidex Nigeria Limited  
Troms Offshore Fleet 1 AS  
Troms Offshore Fleet 2 AS  
Troms Offshore Fleet 3 AS  
Troms Offshore Fleet 4 AS  
Troms Offshore Fleet Holding AS  
Troms Offshore Management AS  
Troms Offshore Marine AS  
Troms Offshore Services AS  
Troms Offshore Supply AS  
Twenty Grand (Brazil), L.L.C.  
Twenty Grand Marine Service, L.L.C.  
Vermilion Fleet Limited  
Vesselogistics Limited  
Violet Fleet Limited  
VTG Ships Limited  
VTG Supply Boat Liberia Inc.  
Yellow Fleet Limited  
Zapata Gulf Marine International Limited  
Zapata Gulf Marine L.L.C.  
Zapata Marine Service (Nigeria) Limited  
Zapata Servicios Maritimos Ltda.

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured List attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

Tidewater Inc. et al - Cover Note No. MS-S 5499 - SCHEDULE OF ROVs:

- HD-43 ROV System - Blue Ringed
- HD-44 ROV System - Torpedo
- HD-45 ROV System - Hatchet
- HD-46 ROV System - Goblin
- HD-47 ROV System - Viper Fish
- HD-49 ROV System - Sabertooth
- Class A Simulator Model # P#101-7400
- Trade Show Simulator
- Unit 1 Kongsberg HIPAP
- Unit 2 Kongsberg HIPAP
- UHD III ROV S/N 3 - Angler
- UHD III ROV S/N 4 - Dragonfish
- ROV Base Frame (Laird Tide)
- Unit 1 500KW Generator & Day Tank S/N 6132
- Unit 2 500KW Generator & Day Tank S/N 6133
- Unit 3 500KW Generator & Day Tank S/N 6134
- Brewster Tide A-Frame



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Sonatide Marine Limited and/or Tidewater Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

HULL & WAR RISKS - Cover Note No. MS-S 5528 - effective April 1, 2017-2018 - Insured: Sonatide Marine Limited and/or Tidewater Inc. - Insurers: Underwriters at Lloyd's and Certain Companies - Deductible \$100,000 Each Occurrence; Trading: West Coast of Africa. American Institute Hull Clauses (June 2, 1977) Cl.A1B as amended; American Institute Hull War Risks and Strikes Clauses (1st December, 1977) Cl.A237 as amended and American Hull Insurance Syndicate Addendum (April 1, 1984) Cl.A237 as amended; American Institute War Risk Protection and Indemnity Clauses SP-22B.

**SCHEDULE OF VESSELS:**

VESSEL NAME	TYPE	INSURED VALUE
DEBBIE TIDE	Crewboat	USD 975,000
GULF MALLARD	Tug	USD 2,000,000
GULF TEAL	Tug	USD 2,500,000
LUI TIDE	PSV	USD 7,936,000
MELINDA TIDE	Crewboat	USD 500,000
MISSION TIDE	Crewboat	USD 413,000
SOYO TIDE	Crewboat	USD 5,603,000

MARINE LIABILITIES - Cover Note No. MS-S 5529 - effective April 1, 2017-2018 - Insured: Sonatide Marine Limited and/or Tidewater Inc. - Insurers: Underwriters at Lloyd's, London - Limit of Liability \$25,000,000 Each Occurrence; Deductible \$100,000 Each Occurrence. Trading: West Coast of Africa. Marine Liability Form including but not limited to Crew Liability, Third Party Bodily Injury and Property Damage Liability, Collision and Towers Liability, Pollution Liability and Contractual Liability; Cargo Excluded.

**Special Conditions:**

Privilege is granted to charter and/or sub-charter and/or enter into operating agreements and/or perform towage and/or transport cargo and/or personnel (hereinafter referred to as "vessel operation"), and when performing such vessel operations and when the Insured is so required by written or verbal agreement, this Insurance shall include as an additional Insured those parties whom the Insured is obligated to include as additional Insureds and Insured grants a waiver of its rights of subrogation (equitable or by assignment expressed or implied, loan receipt or otherwise) against those parties for whom the Insured is required to secure a waiver or subrogation by such written or verbal agreement. It is expressly understood that the naming of additional Insureds and/or waiving of subrogation shall be limited to the extent of the Named Insured's contractual commitment and to the vessels and operations insured hereunder. It is further understood that coverage provided to the Additional Insured shall not be deemed to include any contractual indemnifications, liabilities or indemnification expressly assumed by said Additional Insured, except to the extent that the Named Insured has expressly agreed by written contract to include such risk in its indemnity undertakings in such contract.

VESSEL POLLUTION LIABILITY - Policy No. 51-50975 - 4/1/2017-2018 - Insurer: Water Quality Insurance Syndicate; Vessel: Lui Tide. Limit: \$2,099,262.

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder, as required by written contract, subject to policy terms, conditions and exclusions.



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 318 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Tidewater Inc. et al (See Named Insured list attached) Pan American Life Center 601 Poydras Street, Suite 1500 New Orleans, LA 70130-6040	INSURER A : Lloyd's and/or Certain Companies	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** DPK2CS2X      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>TOTAL LOSS ONLY</b>		MS-S 5135; MS-S 5136	04/01/2017	04/01/2018	SEE ATTACHED; VALUES AS SCHEDULED \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

<p>NAMED INSUREDS (as applicable)</p> <p>Tidewater Inc.          3291361 Nova Scotia ULC          Al Wasl Marine LLC          Antilles Marine Service Limited          Aqua Fleet Limited          Arabia Shipping Limited          Arrendadora de Naves del Golfo, S.A. de C.V.,          SOFCM, ENR.          Blue Fleet Limited          Cajun Acquisitions, L.L.C.          Compania Maritima de Magallanes Limitada          Crimson Fleet Limited          Divetide Limited          DTDW Holdings Limited          DTDW Marine Services B.V.          Equipo Mara, C.A.          Global Panama Marine Service, Inc.          Gold Fleet Limited          Green Fleet Limited          Grey Fleet Limited          Gulf Fleet Abu Dhabi          Gulf Fleet Middle East Limited          Gulf Fleet N.V.          Gulf Fleet Supply Vessels, L.L.C.          Hilliard Oil &amp; Gas, Inc.          Indigo Fleet Limited          International Maritime Services, Inc.          Jackson Marine Limited          Java Boat Corporation          Java Boat Corporation B.V.          JB Holding Company B.V.          Logistica Mexicana del Caribe, S. de R.L. de          C.V.          Mare Alta do Brasil Navegacao Ltda.          Maroon Fleet Limited          Mashhor Marine Sdn. Bhd.          Middle East Ships Limited          Navegadores Servicios de Apoyo Maritimo Ltda.          Naviera Tidex, S. de R.L. de C.V.          Niugini Offshore Services Joint Venture          O.I.L. (Nigeria) Limited          Offshore Labuan Leasing Inc.          Offshore Marine Inc.          Offshore Pacific, Inc.          Orange Fleet Limited          OSA do Brasil Representacoes Ltda.          Pacific Tidewater Pty. Ltd.          Pan Marine do Brasil Ltda.          Pan Marine International Dutch Holdings,          L.L.C.          Pan Marine International Inc. Freezone Co.          Pan Marine International, Inc.          Pentall Insurance Co. Ltd.          Platinum Fleet Limited          Point Marine, L.L.C.          PT Tidewater Operators Indonesia          Purple Fleet Limited          Quality Shipyards, L.L.C.          S.O.P., Inc.          Sakhalin Holding, L.L.C.          Sakhalin Offshore Marine, L.L.C.          SEA Maritime Services Ptd. Ltd.</p>	<p>Servicios Costa Afuera de Mexico, S. de R.L.          de C.V.          Servicios Maritimos del Carmen, S.A. de C.V.          Servicios Maritimos Ves, S. de R.L. de C.V.          Servicios y Representaciones Maritimas          Mexicanas, S.A. de C.V.          Silver Fleet Limited          Sonatide Marine Services, Ltd.          Sonatide Marine, Ltd.          Southern Ocean Services Pte. Ltd.          Tide States Vessels, L.L.C.          Tide States, L.L.C.          Tideflo Marine Services Limited          Tidewater (India) Private Limited          Tidewater Al Rushaid Co., Ltd.          Tidewater Assets Limited          Tidewater Boats Limited          Tidewater Caribe, C.A.          Tidewater Corporate Services, L.L.C.          Tidewater Crewing Limited          Tidewater Cyprus Limited          Tidewater de Mexico, S. de R.L. de C.V.          Tidewater Dutch Holdings Cooperatief, U.A.          Tidewater GOM, Inc.          Tidewater GOM, Inc. Sucursal Colombia          Tidewater Hulls Limited          Tidewater Investment Cooperatief, U.A.          Tidewater Investment SRL          Tidewater Marine, L.L.C.          Tidewater Marine Alaska, Inc.          Tidewater Marine Australia Pty. Ltd.          Tidewater Marine Charter Services Pte. Ltd.          Tidewater Marine Fleet, L.L.C.          Tidewater Marine Gabon S.A.          Tidewater Marine Hulls, L.L.C.          Tidewater Marine Indonesia Limited          Tidewater Marine International Dutch          Holdings, L.L.C.          Tidewater Marine International Pte. Ltd.          Tidewater Marine International, Inc.          Tidewater Marine Kazakhstan, L.L.P.          Tidewater Marine Sakhalin, L.L.C.          Tidewater Marine Service (M) Sdn. Bhd.          Tidewater Marine Ships, L.L.C.          Tidewater Marine Technical Services          (Shenzhen) Co., Ltd.          Tidewater Marine U.K. Limited          Tidewater Marine Vanuatu Limited          Tidewater Marine Vessels, L.L.C.          Tidewater Marine West Indies Limited          Tidewater Marine Western, Inc.          Tidewater Maritime Limited          Tidewater Mexico Holding, L.L.C.          Tidewater Offshore Sdn. Bhd.          Tidewater Properties Limited          Tidewater ROV Limited          Tidewater Ships Limited          Tidewater Subsea Crewing Limited          Tidewater Subsea International Limited          Tidewater Subsea ROV, L.L.C.          Tidewater Subsea, L.L.C.          Tidewater Support Services Ltd.</p>
--	--

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE NUMBER: DPK2CS2X

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

Continued: NAMED INSUREDS (as applicable)  
Tidewater Venture, Inc.  
Tidewater Vessels Limited  
Tidex Nigeria Limited  
Troms Offshore Fleet 1 AS  
Troms Offshore Fleet 2 AS  
Troms Offshore Fleet 3 AS  
Troms Offshore Fleet 4 AS  
Troms Offshore Fleet Holding AS  
Troms Offshore Management AS  
Troms Offshore Marine AS  
Troms Offshore Services AS  
Troms Offshore Supply AS  
Twenty Grand (Brazil), L.L.C.  
Twenty Grand Marine Service, L.L.C.  
Vermilion Fleet Limited  
Vesselogistics Limited  
Violet Fleet Limited  
VTG Ships Limited  
VTG Supply Boat Liberia Inc.  
Yellow Fleet Limited  
Zapata Gulf Marine International Limited  
Zapata Gulf Marine L.L.C.  
Zapata Marine Service (Nigeria) Limited  
Zapata Servicios Maritimos Ltda.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Tidewater Inc. et al (See Named Insured list attached)	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Tidewater Inc. et al - TOTAL LOSS ONLY - SCHEDULE OF VESSELS:

AL HARTHY TIDE	DALEN TIDE	KEHOE TIDE	PLATT TIDE	TROUNSON TIDE
ALDEMIER SOUZA TIDE	DALFREY TIDE	KEN C TAMBLYN	RAFABL TIDE	URDANETA TIDE
ALDEN J LABORDE	DAMON B BANKSTON	KENNY TIDE	REBCH TIDE	VRANA TIDE
ALLISON TIDE	DANKO TIDE	KIRKCONNELL TIDE	REG MCNEE TIDE	WALGAMOTTE TIDE
AMADON TIDE II	DAVIDSON TIDE	KOSARCA TIDE	RICHARD M CURRENCE	WALKER TIDE
AMBROSIUS TIDE	DAVIS TIDE	LACOSTE TIDE	RICHARD TIDE	WARD TIDE
ANDERSON TIDE	DAY TIDE	LAIRD TIDE	ROBERT H BOH	WEYLAND TIDE
ARCHON TIDE	DEAN EDWARD TAYLOR	LANDRY TIDE	ROMIC TIDE	WILLIAM C
ART CARLSON	DELATTE TIDE	LEACH TIDE	ROZO TIDE	O'MALLEY
BAILEY TIDE	DEMAREST TIDE	LEBOUEF TIDE	SAAVEDRA TIDE	WILLIAM R
BARTHEL TIDE	DEROCHE TIDE	LECOMPTB TIDE	SABANDO TIDE	CROYLE II
BERGERON TIDE	DESOTO TIDE	LEESE TIDE	SAVOY TIDE	WISE TIDE II
BIG JOE TIDE	DOERNICKE TIDE	LEIBE TIDE	SEGOVIA TIDE	YEO TIDE
BILLY J RAMEY II	DOMINGUE TIDE	LEONARD TIDE	SHEPHERD TIDE	
BOUDREAU TIDE	DONNELLY TIDE	LESTER POLLACK	SKIPSEY TIDE	
BOUTROS TIDE	DU MOULIN TIDE	LIFT TIDE II	SMITH TIDE	
BOYD TIDE	DULACA TIDE	LIM TIDE	SOLAR TIDE II	
BRASHER TIDE	ERRINGTON TIDE	LUNDSTROM TIDE	SOUTHERN TIDE	
BREAUX TIDE	FANNING TIDE	MAHNKE TIDE	SPOONER TIDE	
BREWSTER TIDE	FELTON TIDE	MANSOUR TIDE	STATES TIDE	
BROUSSARD TIDE	FLOWERS TIDE	MARTY QUIST TIDE	STEPHEN WALLACE DICK	
BURCH WILLIAMS	FONSECA TIDE	MELTON TIDE	STRICKLIN TIDE	
C E LABORDE JR	FORTIER TIDE	MENENDEZ TIDE	SUTTON TIDE	
CABINESS TIDE	FOSTER TIDE	MILAN TIDE	T1 ABIKE	
CALLAIS TIDE	GAMMAGE TIDE	MILLER TIDE	TABLATE TIDE	
CAMPOS TIDE	GARZA TIDE	MISS JANE TIDE	TERRREL TIDE	
CAROLINE TIDE III	GERARD TIDE	MISS MARILENE TIDE	TERRY TIDE	
CARR TIDE	GLEIKNER TIDE	MONTET TIDE	THOMPSON TIDE	
CHAUVIN TIDE	GREENWOOD TIDE	MONTY ORR TIDE	TIDEWATER ENABLER	
CHAYARI TIDE	GUBERT TIDE	MOSSALEM TIDE	TOMMY SHERIDAN TIDE	
CHIASSON TIDE	GUIDRY TIDE	NETHERLAND TIDE	TORRENS TIDE	
CHRISTINA TIDE	HALAT TIDE	OLIVIER TIDE	TOUCHET TIDE	
CINDY BROWN TIDE	HANDIN TIDE	O'ROURKE TIDE	TROMS ARCTURUS	
CINDY TIDE	HART TIDE	ORTALANO TIDE	TROMS CAPELLA	
COLLARD TIDE	J HUGH ROFF JR	OZREN TIDE	TROMS CASTOR	
COMOTTO TIDE	J KEITH LOUSTEAU	PAT TILLMAN	TROMS HERA	
CONSTRUCT TIDE II	JOHN P LABORDE	PATERSON TIDE	TROMS LYRA	
COUPER TIDE	JONATHAN ROZIER	PATTAROZZI TIDE	TROMS MIRA	
COURTNEY TIDE	JONES TIDE	PAUL W MURRILL	TROMS POLLUX	
COXON TIDE	KEHOE TIDE	PELAFIGUE TIDE	TROMS SIRIUS	



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975      FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Trons Offshore Management AS and/or Tidewater Inc. Pan American Life Center 601 Poydras Street, Suite 1500 New Orleans, LA 70130-6040	<b>INSURER A:</b> Gard P&I (Bermuda) Ltd	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CKQL9X4Z      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COVERED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROTECTION &amp; INDEMNITY</b>		MS-S 5437	02/20/2017	02/20/2018	SEE ATTACHED \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In the event of cancellation by the insurance company(ies), the above policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder shown below, as required by written contract, subject to policy terms, conditions and exclusions.

<b>CERTIFICATE HOLDER</b>  U.S. Department of Justice Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Troms Offshore Management AS and/or Tidewater Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 05/26/2017	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

PROTECTION & INDEMNITY - Cover Note No. MS-S 5437 - 2/20/2017-2018 - Insurer: Gard P&I (Bermuda) Ltd: Mutual Entry as per Association's Statutes and Rules including Oil Pollution which limited to \$1 BILLION any one accident or occurrence. Including Protective Co-Insurance Clauses.

Including Comprehensive General Third Party Legal and Contractual Liability cover in respect of liabilities arising out of offshore and specialist vessels and craft charter parties, contracts and operations. Limits of Liability:

\$25,000,000 per event for any and all liabilities, losses, costs and expenses recoverable. Applicable to "Troms Castor", "Troms Lyra", "Troms Mira", "Troms Hera", and "Demerest Tide".

\$30,000,000 per event for any and all liabilities, losses, costs and expenses recoverable. Applicable to "Troms Pollux".

\$50,000,000 per event for any and all liabilities, losses, costs and expenses recoverable. Applicable to "Troms Arcturus", "Troms Capella", "Troms Sirius".



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017





Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017

Strategic Risk Solutions (Bermuda) Ltd.  
Managers for Pental Insurance Co. Ltd.  
Continental Building, Third Floor  
25 Church Street  
P.O. Box HM 3103  
Hamilton HM, NX, Bermuda

**Direct inquiries to the following address:**

Pental Insurance Co. Ltd.  
Pan-American Life Center  
601 Poydras Street, Suite 1500  
New Orleans, Louisiana 70130-6061  
Telephone: (504) 568-1010

**C E R T I F I C A T E   O F   I N S U R A N C E**

**TO:** **U.S. Department of Justice  
Office of the United States Trustee  
Linda J. Casey - Trial Attorney  
844 King Street, Suite 2207 Lockbox 35  
Wilmington, DE 19801**

*We hereby confirm having effected the following Insurance:*

**ASSURED:** TIDEWATER INC. and its Subsidiary, Affiliated and/or Associated Companies, Partnerships or Joint Ventures (See Addendum "B" attached).

**EFFECTIVE:** May 18, 2017 through March 31, 2018

**ON:** Vessels listed in Addendum "C" attached

**INSURER:** Pental Insurance Co. Ltd.

**POLICY NO:** M-5700

**LIMITS:** A. Hull equal to each vessel' s agreed value.  
B. Liability \$25,000,000.00 each occurrence.

**CONDITIONS:** A. American Institute Hull Clauses (June 2, 1977) as amended.  
B. Marine Liability Form, including, but not limited to:

Collision/Tower' s Liability  
Property Damage Liability  
Contractual Liability  
War Risks  
Wreck Removal  
Pollution Cleanup Liability  
Cargo Excluded  
Protection and Indemnity  
Third Party Bodily Injury  
Worldwide Navigation Limits, including Gulf of Mexico  
In Rem

Crew Liability (but specifically excluding Australian Seaman and any and all benefits payable under the Compensation Act 1992, and any preceding acts and/or extensions, amendments, modifications and superseding legislation thereto)  
Admiralty, including Jones Act and Maritime Employer' s Liability  
Death on the High Seas Act

**SPECIAL CONDITIONS:** See Addendum "A" attached.

*"This certificate neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies listed herein."*

**PENTAL INSURANCE CO LTD.**

ISSUED: May 26, 2017

By:   
Authorized Representative

CI-20170526-02805

0000159

May 26, 2017

Page 1 of 6

---

ADDENDUM "A"  
PENTAL INSURANCE CO. LTD.  
SPECIAL CONDITIONS

Privilege is granted to charter and/or sub-charter and/or enter into operating agreements and/or perform towage and/or transport cargo and/or personnel (hereinafter referred to as "vessel operations"), and when performing such vessel operations and when the Assured is so required by written contract, this insurance shall include as an Additional Assured those parties whom the Assured is obligated to include as Additional Assureds and the Underwriters grant a waiver of their rights of subrogation (equitable or by assignment, expressed or implied, loan receipt or otherwise) against those parties for whom the Assured is required to secure a waiver of subrogation by such written contract. It is expressly understood that the naming of Additional Assureds and/or waiving of subrogation shall be limited to the risks which are assumed by the Named Assured by written contract. It is further understood that coverage provided to the Additional Assured shall not be deemed to include any contractual indemnifications, liabilities or indemnification expressly assumed by said Additional Assured.

Should the above described policy be cancelled or materially changed before the expiration date thereof, the insurer will endeavor to mail thirty (30) days written notice, but seven (7) days as respects War Risk, to the named certificate holder, but a failure to mail such notice shall impose no obligation or liability of any kind upon the issuer, company, its agents or representatives.

In the event of cancellation by the insurance company, the above policy has been endorsed to provide 30 days Notice of Cancellation (except for non-payment and war) to the certificate holder shown below, as required by written contract or order, subject to policy terms, conditions and exclusions.

May 26, 2017

Page 2 of 6

---

ADDENDUM "B"  
PENTAL INSURANCE CO. LTD.  
NAMED INSURED

**Tidewater Inc.**

3291361 Nova Scotia ULC  
Al Wasl Marine LLC  
Antilles Marine Service Limited  
Aqua Fleet Limited  
Arabia Shipping Limited  
Arrendadora de Naves del Golfo, S.A. de C.V., SOFOM, ENR.  
Blue Fleet Limited  
Cajun Acquisitions, L.L.C.  
Compania Maritima de Magallanes Limitada  
Crimson Fleet Limited  
Divetide Limited  
DTDW Holdings Limited  
DTDW Marine Services B.V.  
Equipo Mara, C.A.  
Global Panama Marine Service, Inc.  
Gold Fleet Limited  
Green Fleet Limited  
Grey Fleet Limited  
Gulf Fleet Abu Dhabi  
Gulf Fleet Middle East Limited  
Gulf Fleet N.V.  
Gulf Fleet Supply Vessels, L.L.C.  
Hilliard Oil & Gas, Inc.  
Indigo Fleet Limited  
International Maritime Services, Inc.  
Jackson Marine Limited  
Java Boat Corporation  
Java Boat Corporation B.V.  
JB Holding Company B.V.  
Logistica Mexicana del Caribe, S. de R.L. de C.V.  
Mare Alta do Brasil Navegacao Ltda.  
Maroon Fleet Limited  
Mashhor Marine Sdn. Bhd.  
Middle East Ships Limited  
Navegadores Servicios de Apoio Maritimo Ltda.  
Naviera Tidex, S. de R.L. de C.V.  
Niugini Offshore Services Joint Venture  
O.I.L. (Nigeria) Limited  
Offshore Labuan Leasing Inc.  
Offshore Marine Inc.  
Offshore Pacific, Inc.  
Orange Fleet Limited  
OSA do Brasil Representacoes Ltda.  
Pacific Tidewater Pty. Ltd.  
Pan Marine do Brasil Ltda.  
Pan Marine International Dutch Holdings, L.L.C.  
Pan Marine International Inc. Freezone Co.  
Pan Marine International, Inc.  
Platinum Fleet Limited  
Point Marine, L.L.C.  
PT Tidewater Operators Indonesia

Purple Fleet Limited  
Quality Shipyards, L.L.C.  
S.O.P., Inc.  
Sakhalin Holding, L.L.C.  
Sakhalin Offshore Marine, L.L.C.  
SEA Maritime Services Ptd. Ltd.  
Servicios Costa Afuera de Mexico, S. de R.L. de C.V.  
Servicios Maritimos del Carmen, S.A. de C.V.  
Servicios Maritimos Ves, S. de R.L. de C.V.  
Servicios y Representaciones Maritimas Mexicanas, S.A. de C.V.  
Silver Fleet Limited  
Sonatide Marine Services, Ltd.  
Sonatide Marine, Ltd.  
Southern Ocean Services Pte. Ltd.  
Tide States Vessels, L.L.C.  
Tide States, L.L.C.  
Tideflo Marine Services Limited  
Tidewater (India) Private Limited  
Tidewater Al Rushaid Co., Ltd.  
Tidewater Assets Limited  
Tidewater Boats Limited  
Tidewater Caribe, C.A.  
Tidewater Corporate Services, L.L.C.  
Tidewater Crewing Limited  
Tidewater Cyprus Limited  
Tidewater de Mexico, S. de R.L. de C.V.  
Tidewater Dutch Holdings Cooperatief, U.A.  
Tidewater GOM, Inc.  
Tidewater GOM, Inc. Sucursal Colombia  
Tidewater Hulls Limited  
Tidewater Investment Cooperatief U.A.  
Tidewater Investment SRL  
Tidewater Marine, L.L.C.  
Tidewater Marine Alaska, Inc.  
Tidewater Marine Australia Pty. Ltd.  
Tidewater Marine Charter Services Pte. Ltd.  
Tidewater Marine Fleet, L.L.C.  
Tidewater Marine Gabon S.A.  
Tidewater Marine Hulls, L.L.C.  
Tidewater Marine Indonesia Limited  
Tidewater Marine International Dutch Holdings, L.L.C.  
Tidewater Marine International Pte. Ltd.  
Tidewater Marine International, Inc.  
Tidewater Marine Kazakhstan, L.L.P.  
Tidewater Marine Sakhalin, L.L.C.  
Tidewater Marine Service (M) Sdn. Bhd.  
Tidewater Marine Ships, L.L.C.  
Tidewater Marine Technical Services (Shenzhen) Co., Ltd.  
Tidewater Marine U.K. Limited  
Tidewater Marine Vanuatu Limited  
Tidewater Marine Vessels, L.L.C.

---

Tidewater Marine West Indies Limited  
Tidewater Marine Western, Inc.  
Tidewater Maritime Limited  
Tidewater Mexico Holding, L.L.C.  
Tidewater Offshore Sdn. Bhd.  
Tidewater Properties Limited  
Tidewater ROV Limited  
Tidewater Ships Limited  
Tidewater Subsea Crewing Limited  
Tidewater Subsea International Limited  
Tidewater Subsea ROV, L.L.C.  
Tidewater Subsea, L.L.C.  
Tidewater Support Services Ltd.  
Tidewater Venture, Inc.  
Tidewater Vessels Limited  
Tidex Nigeria Limited  
Troms Offshore Fleet 1 AS  
Troms Offshore Fleet 2 AS  
Troms Offshore Fleet 3 AS  
Troms Offshore Fleet 4 AS  
Troms Offshore Fleet Holding AS  
Troms Offshore Management AS  
Troms Offshore Marine AS  
Troms Offshore Services AS  
Troms Offshore Supply AS  
Twenty Grand (Brazil), L.L.C.  
Twenty Grand Marine Service, L.L.C.  
Vermilion Fleet Limited  
Vesselogistics Limited  
Violet Fleet Limited  
VTG Ships Limited  
VTG Supply Boat Liberia Inc.  
Yellow Fleet Limited  
Zapata Gulf Marine International Limited  
Zapata Gulf Marine L.L.C.  
Zapata Marine Service (Nigeria) Limited  
Zapata Servicios Maritimos Ltda.

May 26, 2017

Page 4 of 6

---

ADDENDUM "C"  
PENTAL INSURANCE CO. LTD.  
SCHEDULE OF VESSELS

Adam Tide	Cindy Tide	Goldblatt Tide
Admiral Tide	Collard Tide	Greenwood Tide
Al Harthy Tide	Collins Tide	Gro Tide
Aldemir Souza Tide	Comotto Tide	Gubert Tide
Alden J Laborde	Construct Tide II	Guidry Tide
Allison Tide	Couper Tide	Gulf Scaup
Amadon Tide II	Courtney Tide	Gulf Wigeon
Ambrosius Tide	Coxon Tide	Halat Tide
Anderson Tide	Currie Tide	Handin Tide
Ang Tide	Dalen Tide	Hanks Tide
Anna P	Dalfrey Tide	Hart Tide
Archon Tide	Damon B Bankston	Hebert Tide
Ario Tide	Danko Tide	Ibinda Tide
Art Carlson	David Tide II	Instone Tide
Atef Tide	Davidson Tide	J Hugh Roff Jr
Bailey Tide	Davis Tide	J Keith Lousteau
Bakama Tide	Day Tide	Jo Lynn Tide
Barthel Tide	De Vries Tide	John P Laborde
Belize Tide	Dean Edward Taylor	Jonathan Rozier
Bergeron Tide	Deenna Tide	Jones Tide
Big Joe Tide	Dela Llana Tide	Karen Tide II
Billy J Ramey II	Delancey Tide	Kehoe Tide
Bobby Rawle Tide	Delatte Tide	Ken C Tamblyn
Bonnette Tide	Demarest Tide	Kenny Tide
Boudreaux Tide	Deroche Tide	Kirkconnell Tide
Bourgeois Tide	Desoto Tide	Kosarca Tide
Boutros Tide	Deville Tide	Lacoste Tide
Boyd Tide	Diana Tide	Laird Tide
Brasher Tide	Doenicke Tide	Landry Tide
Breaux Tide	Domingue Tide	Leach Tide
Brewster Tide	Donnelly Tide	Lebouef Tide
Broussard Tide	D' Souza Tide	Lecompte Tide
Burch Williams	Du Moulin Tide	Leese Tide
C E Laborde Jr	Dulaca Tide	Leibe Tide
Cabiness Tide	Ebanks Tide	Lelean Tide
Callais Tide	Ed Kyle	Leonard Tide
Campos Tide	Errington Tide	Lester Pollack
Canuku Tide	Fanning Tide	LH1
Carline Tide	Faridah Tide	Lift Tide II
Caroline Tide III	Felton Tide	Lim Tide
Carr Tide	Flowers Tide	Lloyd M Defelice
Chaleur	Fonseca Tide	Lobito Tide
Chauvin Tide	Fortier Tide	Lourdes Tide
Chayari Tide	Foster Tide	Lousteau Tide
Cheryl Tide	Futila Tide	Loving Tide
Chiasson Tide	Gammage Tide	Luanda Tide
Chiloango Tide	Gary Tide	Lubambi Tide
Chinga Tide	Garza Tide	Lundstrom Tide
Christina Tide	Gerard Tide	Luvassa Tide
Cindy Brown Tide	Gleixner Tide	Madonna Tide

May 26, 2017

Page 5 of 6

---

Magic Tide II  
Magnum Tide  
Mahnke Tide  
Maiden Tide  
Malanje Tide  
Malongo Tide  
Mansour Tide  
Maquidi Tide  
Marty Quist Tide  
Masleny Tide  
Mawford Tide  
Mckenny Tide  
Melton Tide  
Menendez Tide  
Mervat Tide  
Michele A Defelice  
Milan Tide  
Miller Tide  
Miss Jane Tide  
Miss Marilene Tide  
Montet Tide  
Montgomery Tide  
Monty Orr Tide  
Morrison Tide  
Mossalem Tide  
Namibe Tide  
Nautical Tide  
Nelson Tide  
Netherland Tide  
Olimpia  
Olivier Tide  
O' Rourke Tide  
Ortalano Tide  
Ozren Tide  
Pat Taylor  
Pat Tillman  
Paterson Tide  
Pattarozzi Tide  
Paul W Murrill  
Pelafigue Tide  
Platt Tide  
Pravit Tide  
Premaraj Tide  
Rafael Tide  
Redel Tide  
Reech Tide  
Reg Mcnee Tide  
Reynaldo Tide  
Richard A Philippi  
Richard M Currence

Richard Tide  
Robert H Boh  
Rogelio Tide  
Romic Tide  
Roza Tide  
Russell Tide  
Saavedra Tide  
Sabando Tide  
Sam S Allgood  
Sandra Tide  
Sasi Tide  
Savoy Tide  
Segovia Tide  
Shepherd Tide  
Skipsey Tide  
Smith Tide  
Solar Tide II  
Southern Tide  
Spooner Tide  
States Tide  
Stephen Wallace Dick  
Stipe Tide  
Stricklin Tide  
Susan Tide  
Sutton Tide  
T1 Abike  
Tablate Tide  
Terrel Tide  
Terry Tide  
Thompson Tide  
Tidewater Enabler  
Tola Tide  
Tommy Sheridan Tide  
Torrens Tide  
Touchet Tide  
Troms Arcturus  
Troms Capella  
Troms Castor  
Troms Hera  
Troms Lyra  
Troms Mira  
Troms Pollux  
Troms Sirius  
Trounson Tide  
Urdaneta Tide  
Ursula Tide  
Vrana Tide  
Walgamotte Tide  
Walker Tide  
War Admiral

Ward Tide  
Weyland Tide  
Wiggins Tide  
Wilbert Tide  
William C Hightower  
William C O' Malley  
William E Bright  
William R Croyle II  
Wise Tide II  
Yeo Tide  
Zambeze Tide  
Zola Tide



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017

**CERTIFICATE OF INSURANCE**

**Certificate Holder:** U.S. Department of Justice  
**Office of the United States Trustee**  
 J. Caleb Boggs Federal Building  
 844 King Street, Suite 2207  
 Lockbox 35  
 Wilmington, DE 19801

This is to certify that the policy of insurance as described below have been issued to the Insured named below and are in force at this time.

**Policy Term:** April 1, 2016 12.01 am Central Standard Time, USA until April 1, 2019 12.01 am Central Standard Time, USA.  
**Policy Number:** 26300 30091061  
**Named Insured:** Tidewater de México, S. de R.L. de C.V.  
**Sum Insured:** In respect of Marine Liability, this insurance shall pay up to USD \$100,000,000 any one accident or occurrence excess of USD \$1,000,000 any one accident or occurrence (Self Insured Retention).

<u>VESSEL</u>	<u>TOTAL VALUE</u>	<u>HULL</u>	<u>INCREASED VALUE</u>	<u>ESTIMATED VESSEL DAYS WORKED</u>
DEVILLE TIDE	USD7,094,000	USD5,320,500	USD 1,773,500	119
BARTHEL TIDE	USD14,050,000	USD10,537,500	USD 3,512,500	0
CINDY TIDE	USD24,300,000	USD18,225,000	USD 6,075,000	185
DALFREY TIDE	USD14,300,000	USD10,725,000	USD 3,575,000	0
EBANKS TIDE.	USD7,459,000	USD5,594,250	USD 1,864,750	120
GLEIXNER TIDE	USD18,000,000	USD13,500,000	USD 4,500,000	343
GREENWOOD TIDE	USD20,700,000	USD15,525,000	USD 5,175,000	353
HEBERT TIDE	USD6,873,000	USD5,154,750	USD 1,718,250	210
LEIBE TIDE	USD18,000,000	USD13,500,000	USD 4,500,000	333
LOUSTEAU TIDE	USD6,175,000	USD5,036,250	USD 1,678,750	353
LOVING TIDE	USD7,290,000	USD5,467,500	USD 1,822,500	265
MAGIC TIDE II	USD240,000	USD240,000		0
MAGNUM TIDE	USD183,000	USD183,000		240
MILLER TIDE	USD18,000,000	USD13,500,000	US 4,500,000	0
OLIMPIA	USD15,000	USD15,000		0
O' ROURKE TIDE	USD10,000,000	USD7,500,000	USD 2,500,000	0
PAT TAYLOR	USD7,281,000	USD5,460,750	USD 1,820,250	353
ROZO TIDE	USD18,900,000	USD14,175,000	USD 4,725,000	315
SMITH TIDE	USD8,804,000	USD6,603,000	USD 2,201,000	0
SUSAN TIDE	USD1,350,000	USD1,350,000		353
	<b>USD 209,554,000</b>	<b>USD 157,612,500</b>	<b>USD 51,941,500</b>	<b>3,542</b>

**AV. INSURGENTES SUR 3500 - C.P. 14060 CIUDAD DE MÉXICO-APDOS. 22-365 Y 22-366 - DIR. CAB. SEGUROS INBURSA**

**F-834**

**Subject to:** Certificate holder will receive 30 days' notice of cancellation or material change.

The policy described above is subject to its own terms and conditions. This Certificate of Insurance does not extend or modifies the policy coverage and/or exclusions.

ATENTAMENTE



Alejandro Baeza Kingston  
Gerente Diversos Daños

***AV. INSURGENTES SUR 3500 - C.P. 14060 CIUDAD DE MÉXICO-APDOS. 22-365 Y 22-366 - DIR. CAB. SEGUROS INBURSA***

**F-834**



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017

**CERTIFICATE OF INSURANCE**

**Certificate Holder:**

**U.S. Department of Justice  
Office of the United States Trustee**  
J. Caleb Boggs Federal Building  
844 King Street, Suite 2207  
Lockbox 35  
Wilmington, DE 19801

This is to certify that the policy of insurance as described below have been issued to the Insured named below and are in force at this time.

**Policy Term:** April 1, 2016 12.01 am Central Standard Time, USA until April 1, 2019 12.01 am Central Standard Time, USA.

**Policy Number:** 26300 30091070

**Named Insured:** Tidewater de México, S. de R.L. de C.V.

**Sum Insured Hull Section:** In respect of Hull Interests, this insurance shall pay the hull limit schedule excess of USD \$500,000 any one accident or occurrence including total loss (Self Insured retention).

In respect of increased value, this insurance shall pay as per vessel schedule. Each vessel shall be deemed to be separately insured.

<u>VESSEL</u>	<u>TOTAL VALUE</u>	<u>HULL</u>	<u>INCREASED VALUE</u>	<u>ESTIMATED VESSEL DAYS WORKED</u>
DEVILLE TIDE	USD7,094,000	USD5,320,500	USD 1,773,500	119
BARTHEL TIDE	USD14,050,000	USD10,537,500	USD 3,512,500	0
CINDY TIDE	USD24,300,000	USD18,225,000	USD 6,075,000	185
DALFREY TIDE	USD14,300,000	USD10,725,000	USD 3,575,000	0
EBANKS TIDE.	USD7,459,000	USD5,594,250	USD 1,864,750	120
GLEIXNER TIDE	USD18,000,000	USD13,500,000	USD 4,500,000	343
GREENWOOD TIDE	USD20,700,000	USD15,525,000	USD 5,175,000	353
HEBERT TIDE	USD6,873,000	USD5,154,750	USD 1,718,250	210
LEIBE TIDE	USD18,000,000	USD13,500,000	USD 4,500,000	333
LOUSTEAU TIDE	USD6,175,000	USD5,036,250	USD 1,678,750	353
LOVING TIDE	USD7,290,000	USD5,467,500	USD 1,822,500	265
MAGIC TIDE II	USD240,000	USD240,000		0
MAGNUM TIDE	USD183,000	USD183,000		240
MILLER TIDE	USD18,000,000	USD13,500,000	US 4,500,000	0
OLIMPIA	USD15,000	USD15,000		0
O' ROURKE TIDE	USD10,000,000	USD7,500,000	USD 2,500,000	0
PAT TAYLOR	USD7,281,000	USD5,460,750	USD 1,820,250	353
ROZO TIDE	USD18,900,000	USD14,175,000	USD 4,725,000	315
SMITH TIDE	USD8,804,000	USD6,603,000	USD 2,201,000	0
SUSAN TIDE	USD1,350,000	USD1,350,000		353
	<b>USD 209,554,000</b>	<b>USD 157,612,500</b>	<b>USD 51,941,500</b>	<b>3,542</b>

*AV. INSURGENTES SUR 3500 - C.P. 14060 CIUDAD DE MÉXICO-APDOS. 22-365 Y 22-366 - DIR. CAB. SEGUROS INBURSA*

F-834

**Conditions:** American Institute Hull Clauses  
**Subject to:** Certificate holder will receive 30 days notice of cancellation or material change.

The policy described above is subject to its own terms and conditions. This Certificate of Insurance does not extend or modifies the policy coverage and/or exclusions.

ATENTAMENTE



Arq. Alejandro Baeza Kingston  
Gerente Diversos Daños

*AV. INSURGENTES SUR 3500 - C.P. 14060 CIUDAD DE MÉXICO-APDOS. 22-365 Y 22-366 - DIR. CAB. SEGUROS INBURSA*

**F-834**



Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



**CERTIFICATE OF INSURANCE  
ISSUED TO  
U.S Department of Justice  
Office of the United States Trustee**

This Is To Certify That We Have Affected The Following Insurance:-

POLICY NO : 3179/2017

Insured : Branch of Pan Marine International, Inc. Freezone Company

Period : With effect from 01/04/2017 to 31/3/2018

Interest : A FRAME T5098  
ANG TIDE  
BURCH WILLIAMS  
COMPOSE TIDE  
CAROLINE TIDE III  
JOHN P LABORDE  
LEONARD TIDE  
LUNDSTROM TIDE  
MCKENNY TIDE  
RICHARD M CURRENCE  
SOLAR TIDE II  
ERRINGTON TIDE  
STRICKLIN TIDE  
FORTIER TIDE

Coverage : **Section 1:**  
Hull  
Increased Value

**Section 2:**  
Marine Liability including Protection and Indemnity, Pollution liability, collision and tower liability, Marine Liability, Jones Act, Maritime Employers Liability, Shiprepairers Liability, Protection and Indemnity War Risks, Marine Builders Risk Protection and Indemnity, Marine Shipyard Pollution Liability, and Remotely Operated Vehicle (ROV) operations.

Sum Insured / Limits of liability/Excess : **Section 1:**  
In respect of Hull/Increased Value interests, this insurance shall pay the hull limit scheduled excess of USD 500,000.00 any one accident or occurrence including total loss [Self Insured retention].

**Section 2:**  
In respect of Marine Liability Interests, this insurance shall pay up to USD 25,000,000.00 any one accident or occurrence excess of USD 1,000,000 any one accident or occurrence [Self Insured Retention).



Conditions

: This insurance is subject to the following:

All terms & conditions as per original policy wording.

The Egyptian law and jurisdiction.

It is noted and agreed that the due premium shall be paid in full within 60 days from inception.

The certificate holder will receive 30 days notice of Cancellation or material change.

Cairo, 25/5/2017

Misr Insurance Company

*Elham*





Tidewater Inc. & Debtors  
Case No. 17-11132  
Initial Monthly Operating Report

# SECTION BREAK

As of:  
Friday, June 02, 2017



**CHUBB DE MEXICO,  
COMPAÑIA DE SEGUROS, S.A. DE C.V.**

Av. Santa Fe 505 piso 17, Col. Cruz Manca, Del. Cuajimalpa, C.P. 05349, México, D.F.

Tel. 5081 5600 ext. 5551 / 5573

Email: [clandazuri@chubb.com](mailto:clandazuri@chubb.com) / [apelaez@chubb.com](mailto:apelaez@chubb.com)

México, D.F. a 30 de mayo de 2017

## CERTIFICADO

At' n: **LINDA J. CASEY TRIAL ATTORNEY**  
U.S. Department of Justice  
Office of the United States Trustee  
J. Caleb Boggs Federal Building  
844 King street, suite 2207  
Lockbox 35  
Wilmington, de 19801

Asegurado: **TIDEWATER DE MÉXICO, S. DE R.L. DE C.V.**

Póliza: **DO977784-6**

Ramo: **Responsabilidad Civil de Consejeros y Funcionarios**

Vigencia: **01 de abril de 2017 - 01 de abril de 2018**

**CHUBB DE MEXICO, CIA. DE SEGUROS, S. A. DE C. V.**, emite el presente certificado para confirmar que la póliza de referencia se encuentra pagada y en vigor, bajo los siguientes términos y condiciones:

**Grupo corporativo:** Tidewater de México, S. de R.L. de C.V.  
Arrendadora de Naves del Golfo, S.A. de C.V. SOFOM ENR  
Logística Mexicana del Caribe, S. de R.L. de C.V.  
Servicios Costa Afuera de México, S. de R.L. de C.V.

**Límite de indemnización:** \$5,000,000 Dólares.

**Deducible:** \$1,000,000 Dólares, para la cobertura de reembolso al grupo corporativo.

Se expide la presente certificación a petición del asegurado para los efectos legales correspondientes.

Atentamente,

**Líneas Internacionales | Chubb Multinational Solutions | Chubb de México**

Av. Santa Fe 505 piso 17, Col. Cruz Manca, Del. Cuajimalpa, C.P. 05349, México, D.F.

(55)-50815600 ext. 5551 / 5573 | [clandazuri@chubb.com](mailto:clandazuri@chubb.com) / [apelaez@chubb.com](mailto:apelaez@chubb.com)

**Exhibit C**

**Interim Cash Management Order**

---

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

---

*In re:* : X  
: Chapter 11  
: :  
TIDEWATER INC., et al., : Case No. 17-11132 (BLS)  
: :  
: (Jointly Administered)  
Debtors.<sup>1</sup> : Re: Docket No. 6  
: X

---

**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 345(b), 363(b)(1),  
AND 363(c)(1) AND FED. R. BANKR. P. 6003 AND 6004 (I) AUTHORIZING  
DEBTORS TO (A) CONTINUE EXISTING CASH MANAGEMENT SYSTEM,  
(B) MAINTAIN BUSINESS FORMS AND EXISTING BANK ACCOUNTS, AND  
(C) CONTINUE INTERCOMPANY ARRANGEMENTS; (II) WAIVING THE  
REQUIREMENTS OF 11 U.S.C. § 345(b); AND (III) GRANTING RELATED RELIEF**

Upon the motion, dated May 17, 2017 (the “**Motion**”)<sup>2</sup> of Tidewater Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 345(b), 363(b)(1), and 363(c)(1) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, for an interim order (the “**Interim Order**”) (i) authorizing the Debtors to (a) continue their existing Cash Management System; (b) continue using their existing Business Forms and Bank Accounts; and (c) continue their intercompany arrangements; (ii) a waiver of the requirements of section 345(b) of the

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’ s federal tax identification number, if any, are: Tidewater Inc. (7776), Tidewater Marine Western, Inc. (1064), Tidewater Corporate Services, L.L.C. (7776), Tidewater Marine, L.L.C. (7779), Cajun Acquisitions, LLC (2365), Gulf Fleet Supply Vessels, L.L.C. (2194), Hilliard Oil & Gas, Inc. (4727), Java Boat Corporation (0278), Pan Marine International Dutch Holdings, L.L.C., Point Marine, L.L.C. (9586), Quality Shipyards, L.L.C. (2335), S.O.P., Inc. (3464), Tidewater Marine Alaska, Inc. (7549), Tidewater Marine International Dutch Holdings, L.L.C. (2289), Tidewater Marine Sakhalin, L.L.C. (7779), Tidewater Mexico Holding, L.L.C. (8248), Tidewater Venture, Inc. (7694), Twenty Grand (Brazil), L.L.C. (7730), Twenty Grand Marine Service, L.L.C. (7730), Zapata Gulf Marine, L.L.C. (5513), Tidewater GOM, Inc. (2799), Tidewater Subsea, L.L.C. (2022), Tidewater Subsea ROV, L.L.C. (3832), Tidewater Marine Fleet, L.L.C., Tidewater Marine Hulls, L.L.C., Tidewater Marine Ships, L.L.C., and Tidewater Marine Vessels, L.L.C. The Debtors’ principal offices are located at 601 Poydras Street, Suite 1500, New Orleans Louisiana 70130.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

---

Bankruptcy Code; and (iii) authorizing the Debtor Banks to continue to charge bank fees and to charge back returned items to the Bank Accounts, whether such items are dated before, on, or after the commencement of these chapter 11 cases, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and upon the Fanning Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted on an interim basis as set forth herein.
2. The Debtors are authorized, pursuant to sections 363(c) and 105(a) of the Bankruptcy Code, to continue to manage their cash pursuant to the Cash Management System maintained before the Petition Date; to collect and disburse cash in accordance with the Cash Management System, including intercompany funding to Non-Debtor Affiliates; and to make ordinary course changes to their Cash Management System without further order of the Court.

---

3. Pursuant to section 105(a) of the Bankruptcy Code, each of the Debtor Banks is authorized to continue to honor transfers, as directed by the Debtors, of funds among the Bank Accounts.

4. The Debtors shall maintain accurate records of all transfers within the Cash Management System so that all postpetition transfers and transactions, including intercompany transfers, shall be adequately and promptly documented in, and readily ascertainable from, their books and records and the Debtors shall, on request, provide reasonable access to such records to the counsel to the Unofficial Noteholder Committee and counsel to the Credit Agreement Agent.

5. The Debtors are further authorized to (i) designate, maintain, and continue to use any or all of their existing Bank Accounts, including those listed on **Schedule 1** annexed hereto, in the names and with the account numbers existing immediately before the Petition Date, (ii) deposit funds in, and withdraw funds from, such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (iii) pay any Bank Fees or other charges associated with the Bank Accounts, whether arising before or after the Petition Date, and (iv) treat their prepetition Bank Accounts for all purposes as debtor in possession accounts.

---

6. All Debtor Banks with which the Debtors maintained Bank Accounts as of the Petition Date are authorized to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Debtor Bank' s counters or exchanged for cashier' s checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as Bank Fees for the maintenance of the Cash Management System.

7. The Debtor Banks are authorized to charge, and the Debtors are authorized to pay, honor, or allow, both prepetition and postpetition fees, costs, charges, and expenses, including the Bank Fees, and charge back returned items to the Bank Accounts in the ordinary course.

8. The Debtor Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, or ACH transfers in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wires, or ACH transfers; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

9. Nothing contained herein shall prevent the Debtors from opening or closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and, at least ten days prior to such opening or closure, the Debtors shall give advance written notice thereof to the U.S. Trustee, counsel to any statutory committee appointed in these chapter 11 cases, counsel to the Unofficial Noteholder Committee, and counsel to the Credit Agreement Agent; provided, further, that the Debtors shall open any new Bank Accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee (a "UDA") or at banks that are willing to immediately execute a UDA.

---

10. The Debtors are authorized to continue the Debt/Credit Card Program and the FX Bank Process in the ordinary course of business, subject to the terms and conditions thereof, including payment of any service fees incurred in connection therewith, and to pay any prepetition amounts related thereto; provided that prepetition payments authorized pursuant to this Interim Order on account of the Debt/Credit Card Program are capped at \$30,000.

11. The Debtors' time to come into compliance with section 345(b) of the Bankruptcy Code is hereby extended for a period of thirty (30) days from the Petition Date; *provided*, that such extension is without prejudice to the Debtors' right to request a further extension of such period.

12. For all Debtor Banks at which the Debtors maintain Bank Accounts that are party to a UDA, within fifteen (15) days of the date of entry of this Interim Order, the Debtors shall (i) contact each such Bank, (ii) provide each such Bank with each of the Debtor's employer identification numbers, and (iii) identify each of their Bank Accounts held at such Banks as being held by a debtor in possession in a chapter 11 case.

13. For all Debtor Banks at which the Debtors hold Bank Accounts that are not a party to a UDA, the Debtors shall use their good-faith efforts to cause such Banks to execute a UDA in a form prescribed by the U.S. Trustee within thirty (30) days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute such a UDA are fully reserved.

---

14. The Debtors are authorized to use their existing Business Forms without alteration, provided that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; *provided*, that, with respect to checks that the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and the bankruptcy case number, on such items within ten (10) days of the date of entry of this Interim Order.

15. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of prepetition obligations and claims authorized to be paid pursuant to an order of the Court, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

17. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order is intended to be, or shall be construed as, (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

---

18. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by, any party.

19. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

20. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

21. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

22. The Debtors are authorized to take all action necessary to the relief granted in this Interim Order.

23. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Interim Order.

24. The final hearing to consider the relief requested in the Motion shall be held on **June 14, 2017 at 10.00 a.m. (Prevailing Eastern Time)** and any objections or responses to the Motion shall be filed and served so as to be actually received on or before **4:00 p.m. (Prevailing Eastern Time) on June 7, 2017.**

Dated: May 19, 2017  
Wilmington, Delaware



---

THE HONORABLE BRENDAN L. SHANNON  
CHIEF UNITED STATES BANKRUPTCY JUDGE

---

**Schedule 1**

**Bank Accounts**

**DEBTOR BANK ACCOUNTS**

	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
1.	Tidewater Inc.	JPMorgan Chase	USA	Funding (Global Master Account)	USD	7517	Debtor
2.	Tidewater Inc.	JPMorgan Chase	USA	L/C Security Account / Deposit Account	USD	7808	Debtor
3.	Tidewater Inc.	JPMorgan Chase	USA	Distribution Account	USD	3440	Debtor
4.	Tidewater Inc.	JPMorgan Chase	USA	Payroll Tax Account	USD	1694	Debtor
5.	Tidewater Inc.	Bank of America Merrill Lynch	USA	Equity Award Account	USD	7639	Debtor
6.	Tidewater Inc.	Northern Trust	USA	L/C Security Account	USD	2838	Debtor
7.	Tidewater Marine, L.L.C.	JPMorgan Chase	USA	Payroll Account	USD	1128	Debtor
8.	Tidewater Marine, L.L.C.	Whitney National Bank	USA	Payroll Account	USD	8342	Debtor
9.	Tidewater Marine International Dutch Holdings, L.L.C.	JPMorgan Chase	USA	Legal Requirement	USD	5233	Debtor
10.	Tidewater Inc.	Bank of America	USA	SSP Account	USD	6D34	Debtor
11.	Tidewater Inc.	Comerica Bank	USA	SERP Cash Account	USD	2042	Debtor
12.	Tidewater Inc.	Comerica Bank	USA	SERP Cash Account	USD	2051	Debtor
13.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Cash Account	USD	2146	Debtor
14.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Investment Account	USD	2102	Debtor
15.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Investment Account	USD	2103	Debtor
16.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Investment Account	USD	2104	Debtor
17.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Investment Account	USD	2114	Debtor
18.	Tidewater Inc.	UBS Financial Services Inc.	USA	SERP Investment Account	USD	2117	Debtor
19.	Tidewater Inc.	JPMorgan Chase	USA	Political Action Committee	USD	5233	Debtor

**NON-DEBTOR AFFILIATE BANK ACCOUNTS**

	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
1.	Tidewater Marine International, Inc.	Emirates NBD	UAE	Corporate Operating Account	AED	2001	Non Debtor
2.	Tidewater Marine International, Inc.	BGFIBank	Republic of Congo	Corporate Operating Account	CAF	0118	Non-Debtor
3.	Tidewater Marine International, Inc.	BGFIBank Gabon	Gabon	Corporate Operating Account	CAF	1155	Non-Debtor
4.	Tidewater Marine International, Inc.	CCEI Bank	Equitorial Guinea	Corporate Operating Account	CAF	0120	Non-Debtor
5.	Tidewater Marine International, Inc.	Commercial International Bank	Egypt	Corporate Operating Account	EGP	0167	Non-Debtor
6.	Tidewater Marine International, Inc.	Commercial International Bank	Egypt	Split Contract Operating Account	USD	5237	Non-Debtor
7.	Tidewater Marine International, Inc.	HSBC	Qatar	Corporate Operating Account	QAR	0001	Non-Debtor
8.	Tidewater Marine International, Inc.	Hatton National Bank	Sri Lanka	Inactive	USD	5288	Non-Debtor
9.	Tidewater Marine International, Inc.	Citibank	India	Split Contract Operating Account	USD	2001	Non-Debtor
10.	Tidewater Marine International, Inc.	Citibank	UAE	Corporate Operating Account	USD	8637	Non-Debtor
11.	Tidewater Marine International, Inc.	Citibank	UAE	Corporate Operating Account	AED	8009	Non-Debtor
12.	Tidewater Marine International, Inc.	Banco Santander	Colombia	Split Contract Operating Account	COP	0553	Non-Debtor
13.	Tidewater Marine International, Inc.	JPMorgan Chase	Colombia	Split Contract Operating Account	USD	9281	Non-Debtor
14.	Tidewater Marine International, Inc.	Republic Bank Limited	Trinidad	Corporate Operating Account	TTD	7401	Non-Debtor
15.	Tidewater Marine International, Inc.	Aman Bank for Commerce	Libya	Inactive	LYD	3768	Non-Debtor
16.	Tidewater Marine International, Inc.	Mandiri Bank of Indonesia	Indonesia	Inactive	USD	2507	Non-Debtor
17.	Tidewater Marine International, Inc.	Mandiri Bank of Indonesia	Indonesia	Inactive	IDR	2085	Non-Debtor
18.	Tidewater Marine International, Inc.	Westpac Bank	New Guinea	Inactive	KINA	3296	Non-Debtor
19.	Tidewater Marine International, Inc.	Standard Chartered Bank	Namibia	Corporate Operating Account	NAD	5212	Non-Debtor

<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
20. Tidewater Marine International, Inc.	Royal Bank of Canada	Barbados	Investment Account	USD	7504	Non-Debtor
21. Tidewater Marine International, Inc.	UBS	Cayman Islands	Investment Account	USD	8593	Non-Debtor
22. 3291361 Nova Scotia ULC	JPMorgan Chase	Canada	International Operating Account	CAD	1179	Non-Debtor
23. A1 Wasl Marine LLC	Citibank	UAE	Corporate Operating Account	USD	8629	Non-Debtor
24. Divetide Limited	Bangkok Bank	Thailand	Split Contract Operating Account	THB	7471	Non-Debtor
25. Gulf Fleet Abu Dhabi	Citibank	Abu Dhabi	Corporate Operating Account	AED	0419	Non-Debtor
26. Gulf Fleet Abu Dhabi	Citibank	Abu Dhabi	Corporate Operating Account	USD	0818	Non-Debtor
27. International Maritime Services, Inc.	Whitney National Bank	USA	Corporate Operating Account	USD	6677	Non-Debtor
28. International Maritime Services, Inc.	Whitney National Bank	USA	Money Market Account	USD	4020	Non-Debtor
29. Java Boat Corporation B.V.	Banco Santander	Brazil	Split Contract Operating Account	BRL	7202	Non-Debtor
30. Java Boat Corporation B.V.	Unicredit Bank S.A.	Romania	Corporate Operating Account	RON	4000	Non-Debtor
31. Java Boat Corporation B.V.	Unicredit Bank S.A.	Romania	Corporate Operating Account	EUR	4001	Non-Debtor
32. Mare Alta do Brasil Navegacao Ltda.	Banco Santander	Brazil	Split Contract Operating Account	BRL	2370	Non-Debtor
33. Navegadores Servicos de Apoio Maritimo Ltda.	JPMorgan Chase	Brazil	Split Contract Operating Account	USD	9767	Non-Debtor
34. Niugini Offshore Services Joint Venture	Westpac Bank	New Guinea	Inactive	KINA	4275	Non-Debtor
35. Offshore Labuan Leasing Inc.	Bank of America	Malaysia	Inactive	USD	9018	Non-Debtor
36. Offshore Marine Inc.	Bank of America	Malaysia	Inactive	USD	8010	Non-Debtor
37. Pan Marine do Brasil Ltda.	Banco Santander	Brazil	Split Contract Operating Account	BRL	2356	Non-Debtor
38. Pan Marine International, Inc.	Standard Chartered Bank	Cameroon	Corporate Operating Account	CAF	6500	Non-Debtor
39. Pan Marine International, Inc.	Commercial International Bank	Egypt	Split Contract Operating Account	EGP	0015	Non-Debtor
40. Pan Marine International, Inc.	Commercial International Bank	Egypt	Split Contract Operating Account	USD	0031	Non-Debtor
41. Pental Insurance Co. Ltd.	JPMorgan Chase	USA	Insurance Account	USD	0572	Non-Debtor

	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
42.	PT Tidewater Operators Indonesia	Mandiri Bank of Indonesia	Indonesia	Inactive	USD	2053	Non-Debtor
43.	PT Tidewater Operators Indonesia	Mandiri Bank of Indonesia	Indonesia	Inactive	IDR	2061	Non-Debtor
44.	SEA Maritime Services Pte. Ltd.	Standard Chartered Bank	Singapore	Corporate Operating Account	SGD	6607	Non-Debtor
45.	Tidewater (India) Private Limited	Citibank	India	Inactive	USD	1001	Non-Debtor
46.	Tidewater A1 Rushaid Co., Ltd	Saudi British Bank	Saudi Arabia	International Operating Account	SAR	1001	Non-Debtor
47.	Tidewater Crewing Limited	JPMorgan Chase	USA	Payroll Account	USD	6924	Non-Debtor
48.	Tidewater Crewing Limited	Royal Bank of Scotland	United Kingdom	Payroll Account	GBP/ EUR	1630	Non-Debtor
49.	Tidewater Crewing Limited	JPMorgan Chase	USA	Payroll Account	USD	4864	Non-Debtor
50.	Tidewater Cyprus Limited	JPMorgan Chase	Cyprus	International Operating Account	EUR	7097	Non-Debtor
51.	Tidewater Marine Australia Pty Ltd	Australia and New Zealand Banking Group Limited	Australia	Inactive	USD	3232	Non-Debtor
52.	Tidewater Marine Australia Pty Ltd	Australia and New Zealand Banking Group Limited	Australia	Split Contract Operating Account	AUD	6357	Non-Debtor
53.	Tidewater Marine Charter Services Pte. Ltd.	HSBC	Thailand	Split Contract Operating Account	USD	0090	Non-Debtor
54.	Tidewater Marine Charter Services Pte. Ltd.	HSBC	Thailand	Split Contract Operating Account	THB	0001	Non-Debtor
55.	Tidewater Marine International Pte. Ltd.	HSBC	Singapore	Corporate Operating Account	SGD	6001	Non-Debtor
56.	Tidewater Marine International Pte. Ltd.	HSBC	Singapore	Corporate Operating Account	USD	6186	Non-Debtor
57.	Tidewater Marine International Pte. Ltd.	HSBC	Singapore	Corporate Operating Account	SGD	8001	Non-Debtor
58.	Tidewater Marine International Pte. Ltd.	HSBC	Singapore	Corporate Operating Account	USD	6690	Non-Debtor
59.	Tidewater Marine Intl Pte LTD	Standard Chartered Bank	Singapore	Inactive	SGD	7382	Non-Debtor
60.	Tidewater Marine Service (M) Sdn. Bhd.	Affin Bank Berhad	Malaysia	Inactive	MYR	1740	Non-Debtor
61.	Tidewater Marine Service (M) Sdn. Bhd.	Bank of America	Malaysia	Corporate Operating Account	USD	1014	Non-Debtor

62.	Tidewater Marine Technical Services (Shenzhen) Co., Ltd.	HSBC	China	Inactive	USD	1072	Non- Debtor
63.	Tidewater Marine Technical Services (Shenzhen) Co., Ltd.	Bank of China	China	Inactive	RMB	1001	Non- Debtor

	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
64.	Tidewater Support Services Limited	Royal Bank of Scotland	United Kingdom	Distribution Account	GBP	4752	Non-Debtor
65.	Tidex Nigeria Limited	Zenith Bank	Nigeria	International Operating Account	NGN	2761	Non-Debtor
66.	Java Boat Corporation B.V.	Bank Leumi	Israel	International Operating Account	ILS	0030	Non-Debtor
67.	Troms Offshore Supply AS	Dnb Nor Bank	Norway	International Operating Account	NOK	9692	Debtor
68.	Troms Offshore Supply AS	Dnb Nor Bank	Norway	International Operating Account	CAD	3691	Debtor
69.	Troms Offshore Supply AS	Dnb Nor Bank	Norway	International Operating Account	GBP	6781	Debtor
70.	Troms Offshore Supply AS	Dnb Nor Bank	Norway	Payroll Account	NOK	9730	Debtor
71.	Troms Offshore Marine AS	Dnb Nor Bank	Norway	Payroll Account	NOK	3517	Non-Debtor
72.	Troms Offshore Fleet 1 AS	Dnb Nor Bank	Norway	International Operating Account	NOK	0283	Non-Debtor
73.	Troms Offshore Marine AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3509	Non-Debtor
74.	Troms Offshore Fleet Holding AS	Dnb Nor Bank	Norway	International Operating Account	NOK	0151	Non-Debtor
75.	Troms Offshore Fleet 3 AS	Dnb Nor Bank	Norway	International Operating Account	NOK	6206	Non-Debtor
76.	Troms Offshore Fleet 4 AS	Dnb Nor Bank	Norway	International Operating Account	NOK	1502	Non-Debtor
77.	Troms Offshore Fleet 1 AS	Dnb Nor Bank	Norway	International Operating Account	GBP	1807	Non-Debtor
78.	Troms Offshore Fleet 3 AS	Dnb Nor Bank	Norway	International Operating Account	GBP	1351	Non-Debtor
79.	Troms Offshore Management AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3029	Non-Debtor
80.	Troms Offshore Management AS	Dnb Nor Bank	Norway	Payroll Account	NOK	3053	Non-Debtor
81.	Troms Offshore Management AS	Dnb Nor Bank	Norway	International Operating Account	NOK	6787	Non-Debtor
82.	Troms Offshore Management AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3061	Non-Debtor
83.	Troms Offshore Management AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3096	Non-Debtor
84.	Troms Offshore Management AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3134	Non-Debtor
85.	Troms Offshore Fleet 2 AS	Dnb Nor Bank	Norway	International Operating Account	EUR	5018	Non-Debtor
86.	Troms Offshore Fleet 2 AS	Dnb Nor Bank	Norway	International Operating Account	GBP	6749	Non-Debtor



	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
87.	Troms Offshore Services AS	Dnb Nor Bank	Norway	International Operating Account	NOK	3576	Non-Debtor
88.	Troms Offshore Services AS	Dnb Nor Bank	Norway	International Operating Account	CAD	3675	Non-Debtor
89.	Troms Offshore Fleet 2 AS	Dnb Nor Bank	Norway	International Operating Account	NOK	1441	Non-Debtor
90.	TT Boat Corporation	Republic Bank Limited	Trinidad	Inactive	TTO	3501	Non-Debtor
91.	Vesselogistics Limited	Bank of Cyprus	Cyprus	Legal Requirement	EUR	8775	Non-Debtor
92.	Java Boat Corporation B.V.	Rabobank	Netherlands	Split Contract Operating Account	USD/ EUR	9570	Non-Debtor
93.	JB Holding Company, B.V.	Standard Chartered Bank	United Kingdom	Legal Requirement	EUR	0596	Non-Debtor
94.	Tidewater Dutch Holdings Cooperatief U.A.	Rabobank	Netherlands	Legal Requirement	EUR	3927	Non-Debtor
95.	Tidewater Investment Cooperatief U.A.	JPMorgan Chase	Netherlands	Legal Requirement	EUR	2186	Non-Debtor
96.	Tidewater Investment SRL	Royal Bank of Canada	Barbados	Legal Requirement	USD	1114	Non-Debtor
97.	Arrendadora de Naves del Golfo, S.A. de C.V., SOFOM, ENR.	JPMorgan Chase	Mexico	International Operating Account	USD	0260	Non-Debtor
98.	Arrendadora de Naves del Golfo, S.A. de C.V., SOFOM, ENR.	Banamex	Mexico	Inactive	USD	0127	Non-Debtor
99.	Arrendadora de Naves del Golfo, S.A. de C.V., SOFOM, ENR.	Banamex	Mexico	International Operating Account	MXN	8063	Non-Debtor
100.	Tidewater de Mexico, S. de R.L. de C.V.	JPMorgan Chase	Mexico	International Operating Account	USD	9153	Non-Debtor
101.	Tidewater de Mexico, S. de R.L. de C.V.	Banamex	Mexico	International Operating Account	USD	5784	Non-Debtor
102.	Tidewater de Mexico, S. de R.L. de C.V.	Banamex	Mexico	International Operating Account	MXN	1085	Non-Debtor
103.	Tidewater de Mexico, S. de R.L. de C.V.	Banamex	Mexico	International Operating Account	MXN	4360	Non-Debtor
104.	Tidewater de Mexico, S. de R.L. de C.V.	Banamex	Mexico	Investment Account	MXN	0297	Non-Debtor
105.	Logistica Mexicana del Caribe, S. de R.L. de C.V.	Banamex	Mexico	International Operating Account	MXN	9787	Non-Debtor
106.	Logistica Mexicana del Caribe, S. de R.L. de C.V.	Banamex	Mexico	Investment Account	MXN	0787	Non-Debtor
107.	Logistica Mexicana del Caribe, S. de R.L. de C.V.	Banamex	Mexico	International Operating Account	USD	0917	Non-Debtor

108. Servicios Costa Afuera de Mexico, S. de R.L. de C.V.	Banamex	Mexico	Payroll Account	MXN	4900	Non-Debtor
---	---------	--------	-----------------	-----	------	------------

	<u>Account Owner</u>	<u>Bank Name</u>	<u>Location</u>	<u>Account Description</u>	<u>Currency</u>	<u>Account No. (Last 4 Digits)</u>	<u>Debtor / Non-Debtor</u>
109.	Logistica Mexicana del Caribe, S. de R.L. de C.V.	Banco Nacional de Mexico	Mexico	Operating Account	USD	0628	Non-Debtor
110.	Tidewater Marine Charter Services Re. Ltd.	Standard Chartered Bank	Thailand	Split Contract Operating Account	THB	2683	Non-Debtor
111.	Tidewater Marine Charter Services Pte. Ltd.	Standard Chartered Bank	Thailand	Split Contract Operating Account	USD	2691	Non-Debtor
112.	A1 Wasl Marine LLC	Citibank	UAE	Corporate Operating Account	USD	8602	Non-Debtor
113.	Terra Nave Servicios Maritimos Ltda	Bankco Santander	Brazil	Inactive	BRL	0079	Non-Debtor

**Exhibit D**

**Retainers Paid (Form IR-2)**

**SCHEDULE OF RETAINERS PAID TO PROFESSIONALS**

(This schedule is to include each Professional paid a retainer (1))

Payee	Wire		Name of Payor	Amount	Amount Applied to Date	Balance(1)
	Date	Number				
ALIXPARTNERS, LLP	Various	WIRE	Tidewater Inc.	\$300,000	\$ 0	\$300,000
EPIQ BANKRUPTCY	Various	WIRE	Tidewater Inc.	\$25,000	\$ 0	\$25,000
JONES WALKER LLP	10/18/ 2016	WIRE	Tidewater Inc.	\$125,000	(\$ 103,314 )	\$21,686
KPMG	11/10/ 2016	WIRE	Tidewater Inc.	\$400,000	(\$400,000 )	\$0
RICHARDS, LAYTON, & FINGER	Various	WIRE	Tidewater Inc.	\$320,558	(\$ 186,054 )	\$134,504
WEIL, GOTSHAL & MANGES LLP	Various	WIRE	Tidewater Inc.	\$1,250,000	(\$1,150,000 )	\$100,000

## Notes:

- (1) Retainers and balances listed are estimates based on either retention applications or the Debtors' records. To the extent necessary, amounts will be reconciled and updated on each Professionals' first fee application.