

COURT FILE NO. 1601-06131

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



APPLICANT **IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED**

DOCUMENT **SUPPLEMENTAL CLAIMS PROCEDURE
ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP
Bankers Hall West
888-3rd Street SW
Suite 3810
Calgary, Alberta T2P 5C5

Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine
Tel: 403-351-2920
Fax: 403-648-1151
rjacobs@casselsbrock.com
jbellissimo@casselsbrock.com
nlevine@casselsbrock.com

I hereby certify this to be a true copy of
the original Order
Dated this 22 day of Aug 2018
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: August 22, 2018

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Macleod

UPON the application of Connacher Oil and Gas Limited (the "**Applicant**") for an order approving a supplemental procedure for the determination and resolution of priority claims, non-continuing employee claims, and certain post-filing claims against the Applicant and post-filing claims against the Directors and Officers (as defined below) and authorizing the Applicant, with the assistance of the Monitor (as defined below), to administer the Supplemental Claims Procedure (as defined below) in accordance with the terms of this Order;

AND UPON having read the Application, the Affidavit of Merle Johnson sworn August 13, 2018, (the "**Johnson Affidavit**"), the Seventeenth Report of the Monitor dated August 17, 2018, the Bench Brief of the Applicant dated August 17, 2018, and the pleadings and proceedings herein, including the Initial Order (as defined below) all filed; AND UPON hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the Plan Sponsor, and counsel for the First Lien Agent and the Consenting First Lien Lenders (each as defined below), and counsel for the other interested parties appearing;

IT IS HEREBY ORDERED THAT:

SERVICE OF APPLICATION

1. Service of this Application and supporting documents is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other Person (as defined below) is required to have been served with notice of this Application.

DEFINITIONS

2. In this Order:
 - (a) "**Accepted Claim**" means the classification and amount of the Claim of a Claimant as finally determined in accordance with the provisions of this Order;
 - (b) "**Administration Charge**" means the Administration Charge as defined in the Initial Order;
 - (c) "**Applicant**" has the meaning given to it in the recitals to this Order;
 - (d) "**ATB Charge**" means the ATB Charge as defined in the Order (Approval of ATB Credit Facilities) granted by the Court in the CCAA Proceeding dated November 10, 2017;
 - (e) "**Authorized Authority**" means a federal, provincial, state, territorial, municipal or other government or government department, agency or authority (including a court of law or any regulatory authority or body) having jurisdiction over the Applicant or its Business;
 - (f) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C, 1985, c. B-3, as amended;
 - (g) "**Business**" means the business of the Applicant;

- (h) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the Province of Alberta, Canada;
- (i) **"Calendar Day"** means a day, including Saturday, Sunday and any statutory holidays in the Province of Alberta, Canada;
- (j) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (k) **"CCAA Plan"** means the Plan of Compromise and Arrangement dated August 2, 2018, attached at Exhibit "B" to the Creditors' Meetings Order, as amended and restated as of August 13, 2018, as it may be further amended, restated, supplemented or replaced in accordance with the terms of the CCAA Plan and the Plan Sponsorship Agreement;
- (l) **"CCAA Proceeding"** means the proceeding commenced by the Applicant under the CCAA in the Court, under Action No. 1601-06131;
- (m) **"Charges"** means the Administration Charge, the Directors' Charge, the KERP/LTIP Charge, the ATB Charge, the FA Charge and the KEIP Charge;
- (n) **"Claim"** means:
 - (i) a Non-Continuing Employee Claim;
 - (ii) a Post-Filing Claim;
 - (iii) a Post-Filing D&O Claim; or
 - (iv) a Secured Claim;provided, however, that "Claim" shall not include an Excluded Claim;
- (o) **"Claim Determination"** means:
 - (i) with respect to Non-Continuing Employee Claims, the amount of each Non-Continuing Employee's Non-Continuing Employee Claim, as calculated by the Applicant and provided to the Monitor pursuant to paragraph 19 of this Order; and

- (ii) with respect to Post-Filing Claims, the amount of each Claimant's Post-Filing Claim, as calculated by the Applicant and provided to the Monitor pursuant to paragraph 27 of this Order;
- (p) "**Claimant**" means any Person asserting a Claim and includes without limitation a Person who, according to the books and records of the Applicant, may have a Claim against the Applicant, the transferee or assignee of a Claim transferred and recognized as such in accordance with the Creditors' Meetings Order, or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;
- (q) "**Claims Package**" means the material to be provided by the Monitor to Claimants who may have a Claim, which material shall include:
 - (i) in the case of Employees who may have a Non-Continuing Employee Claim: an Instruction Letter, a Notice of Non-Continuing Employee Claim, a blank form of Notice of Dispute, and blank Proof of Claim forms;
 - (ii) in the case of Claimants who may have a Post-Filing Claim: an Instruction Letter, a Notice of Post-Filing Claim, and a blank form of Notice of Dispute; and
 - (iii) in the case of Claimants who may have a Secured Claim and/or a Post-Filing D&O Claim: an Instruction Letter and blank Proof of Claim form,

in each case, along with such other materials as the Applicant or the Monitor may consider appropriate or desirable;
- (r) "**Class**" means any one of the classes of creditors set out in Section 3.2 of the CCAA Plan for the purpose of considering and voting upon the CCAA Plan and receiving distributions thereunder;
- (s) "**Consenting First Lien Lenders**" means those certain First Lien Lenders that are party to the Support Agreement;
- (t) "**Continuing Contract**" means a contract, arrangement or other agreement (oral or written) for which a notice of disclaimer pursuant to Section 32 of the CCAA has not been sent by the Applicant on or prior to the Disclaimer Deadline;

- (u) **"Court"** means the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary;
- (v) **"Creditors' Meetings Order"** means the Creditors' Meetings Order granted by the Court in the CCAA Proceeding dated August 22, 2018;
- (w) **"Creditors' Meetings"** means the meetings of each Class of creditors called for the purposes of considering and voting in respect of the CCAA Plan, as set out in and held pursuant to the Creditors' Meetings Order, and includes any postponements or adjournments thereof;
- (x) **"Director"** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of the Applicant;
- (y) **"Directors' Charge"** means the Directors' Charge as defined in the Initial Order;
- (z) **"Disclaimer Deadline"** means 5:00 p.m. (Calgary time) on the day which is 35 days prior to the Creditors' Meeting for the General Creditor Class or if such day is not a Business Day then the immediately preceding Business Day;
- (aa) **"Employee"** means the current employees of the Applicant as of the date of this Order;
- (bb) **"Employee Priority Claim"** means all unpaid amounts, if any, provided for in Section 6(5)(a) of the CCAA;
- (cc) **"Excluded Claim"** shall mean:
 - (i) any claim secured by the Administration Charge, the ATB Charge, the FA Charge or the KEIP Charge; and
 - (ii) any claim by a current Employee, Director or Officer in their capacity as such only to the extent such claim is secured by a Charge or is an Employee Priority Claim;
- (dd) **"FA Charge"** means the FA Charge as defined in the Order (Engagement of Financial Advisor) of the Court granted in the CCAA Proceeding dated February 28, 2018;
- (ee) **"Filing Date"** means May 17, 2016;

- (ff) **"First Lien Agent"** means Wilmington Trust, National Association, in its capacity as administrative agent for the First Lien Lenders, or any successor thereto;
- (gg) **"First Lien Credit Agreement"** means the first lien credit agreement dated as of May 23, 2014 among the Applicant, as borrower, the First Lien Lenders and the First Lien Agent, as amended by amendment no. 1 dated as of May 8, 2015;
- (hh) **"First Lien Indebtedness"** means all obligations and liabilities owing by the Applicant under the First Lien Credit Agreement;
- (ii) **"First Lien Lenders"** means the lenders under the First Lien Credit Agreement;
- (jj) **"Former Employee"** means any employee of the Applicant or Person alleging to have been an employee of the Applicant, whose employment or contract of employment was terminated (or purported to be terminated) after the Filing Date other than (i) a Non-Continuing Employee; or (ii) any such Person who has released the Applicant from all claims associated such employment termination (or purported termination);
- (kk) **"General Creditor Class"** has the meaning given to such term in the CCAA Plan;
- (ll) **"Initial Claims Bar Date"** means September 26, 2016;
- (mm) **"Initial Claims Package"** means the claims package under the Initial Claims Procedure Order;
- (nn) **"Initial Claims Procedure Order"** means the Claims Procedure Order granted by the Court in the CCAA Proceeding dated August 24, 2016;
- (oo) **"Initial Order"** means the Initial Order granted by the Court in the CCAA Proceeding on the Filing Date;
- (pp) **"Initial Proof of Claim"** means the proof of claim form included in the Initial Claims Package;
- (qq) **"Instruction Letter"** means the instruction letter to Claimants, substantially in the form attached as Schedule "D" hereto;
- (rr) **"KEIP Charge"** means the KEIP Charge as defined in the Order (Support Agreement, SISP & KEIP Approval) of the Court granted in the CCAA Proceeding dated March 28, 2018;

- (ss) **"KERP/LTIP Charge"** means the KERP/LTIP Charge as defined in the Initial Order;
- (tt) **"Known Potential Claimant"** means:
 - (i) any Claimant who, based on the books and records of the Applicant as of the date of this Order, may be owed an amount characterized as a Claim; and
 - (ii) any Claimant who has, as of the date of this Order, advised the Applicant that it asserts a Claim against the Applicant;
- (uu) **"Monitor"** means Ernst & Young Inc., in its capacity as Court-appointed monitor of the Applicant in the CCAA Proceeding;
- (vv) **"Newspaper Notice to Claimants"** means the notice for publication pursuant to paragraph 15 of this Order, substantially in the form attached as Schedule "A";
- (ww) **"Non-Continuing Employee"** means an Employee who does not receive an Offer of Employment or who does not accept an Offer of Employment by 5:00 p.m. on August 21, 2018 (or such later date as may be agreed to by the Applicant and the Plan Sponsor), but shall not include an Employee who tendered their resignation;
- (xx) **"Non-Continuing Employee Claim"** means, with respect to a Non-Continuing Employee, a claim for termination or severance pay or for payments arising from the termination of the employment of such Employee pursuant to the CCAA Plan, provided that such Non-Continuing Employee's Non-Continuing Employee Claim shall exclude (i) any Employee Priority Claim, and (ii) any entitlement under an employee incentive or retention plan secured by the KEIP Charge or the KERP/LTIP Charge;
- (yy) **"Notice of Dispute"** means the notice referred to in paragraph 40 hereof, substantially in the form attached as Schedule "G" hereto, which may be delivered to the Monitor (with a copy to the Applicant) by a Claimant disputing a Notice of Non-Continuing Employee Claim, a Notice of Post-Filing Claim, or a Notice of Revision or Disallowance, as applicable, with reasons for the dispute;
- (zz) **"Notice of Non-Continuing Employee Claim"** means the notice referred to in paragraph 20 hereof, substantially in the form attached as Schedule "B" hereto,

advising each Non-Continuing Employee of the Claim Determination amount with respect to his or her Non-Continuing Employee Claim;

- (aaa) **"Notice of Post-Filing Claim"** means the notice referred to in paragraph 28 hereof, substantially in the form attached as Schedule "C" hereto, advising each Claimant who holds a Post-Filing Claim, of the Claim Determination of his/her or its Post-Filing Claim;
- (bbb) **"Notice of Revision or Disallowance"** means the notice referred to in paragraph 39 hereof, substantially in the form of Schedule "F" hereto, advising a Claimant that the Applicant has revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;
- (ccc) **"Offer of Employment"** has the meaning given to it in the Plan Sponsorship Agreement;
- (ddd) **"Officer"** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant;
- (eee) **"Person"** is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Authorized Authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (fff) **"Plan Sponsor"** means East River Oil and Gas Ltd.;
- (ggg) **"Plan Sponsorship Agreement"** means the CCAA Acquisition and Plan Sponsorship Agreement among the Applicant and the Plan Sponsor dated August 2, 2018, as may be amended from time to time;
- (hhh) **"Post-Filing Claim"** means any indebtedness, liability or obligation of the Applicant of any kind that arises during and in respect of the period commencing on the Filing Date and ending on September 1, 2018 in respect of services rendered or supplies provided to the Applicant during such period or under or in accordance with a Continuing Contract, but does not include:
 - (i) any claim that is secured by the Charges;

- (ii) any Non-Continuing Employee Claim or any claim by a Former Employee relating to or arising from the termination of such Former Employee's employment or contract of employment;
 - (iii) any claim arising in respect of the Support Agreement;
 - (iv) claims for professional fees and expenses that are currently being paid by the Applicant in the CCAA Proceeding;
 - (v) a Pre-Filing Claim, a Restructuring Period Claim, a D&O Restructuring Period Claim, a D&O Claim, an Alleged Directors' Charge Claim, a Priority Secured Claim, an Alleged Retention Plan Claim, an Alleged Priority Secured Claim, an Alleged Emkay Claim, a Final Emkay Claim, a Crown Priority Claim, a Municipal Tax Claim, an Unaffected Municipal Tax Claim, or an Employee Priority Claim, as each capitalized term listed in this subparagraph is defined in the CCAA Plan;
 - (vi) any claim that would be a Post-Filing Claim but has already been asserted, addressed, claimed, alleged, or otherwise dealt with in an existing proof of claim filed pursuant to the Initial Claims Procedure Order, or otherwise asserted in a filing with the Court in the CCAA Proceeding; or
 - (vii) claims that are required to be resolved otherwise pursuant to this Order;
- (iii) **"Post-Filing Claims Bar Date"** means 1:00 p.m. (Calgary time) on October 1, 2018;
- (jjj) **"Post-Filing D&O Claim"** means:
- (i) any right or claim of any Claimant that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a Secured Claim or a Non-Continuing Employee Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or
 - (ii) any right or claim of any Claimant that may be asserted or made in whole or in part against one or more Directors or Officers, in that capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the

commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, regulatory, equitable or fiduciary duty or obligation) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof, is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Claimant to advance a claim for contribution or indemnity from any such Directors or Officers or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof, (A) is based in whole or in part on facts subsequent to the Filing Date, or (B) relates to a time period subsequent to the Filing Date;

- (kkk) **"Post-Filing D&O Indemnity Claim"** means any existing or future right or claim of any Director or Officer against the Applicant which arose or arises as a result of any Claimant having a Post-Filing D&O Claim against such Director or Officer for which such Director or Officer is entitled to be indemnified by the Applicant;
- (III) **"Proof of Claim"** means the aggregate of the documentation submitted by a Claimant pursuant to the Supplemental Claims Procedure to evidence its Claim, which shall include the Proof of Claim substantially in the forms attached as Schedule "E-1", Schedule "E-2", or Schedule "E-3" hereto, as applicable;
- (mmm) **"Restructuring Period Claim"** means any right or claim of any Claimant against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever resulting from the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease, or other agreement or obligation, whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;

(nnn) “**Secured Claim**” means any rights or claims, or a portion thereof, that rank *pari passu* with, or senior in priority to, the First Lien Indebtedness, including the following:

- (i) any claims and amounts secured by any of the Charges;
- (ii) amounts deemed to be held in trust pursuant to:
 - (A) subsection 227(4) or (4.1) of the *Income Tax Act* (Canada) (the “**Income Tax Act**”);
 - (B) subsection 23(3) or (4) of the *Canada Pension Plan* (Canada) (the “**Canada Pension Plan**”);
 - (C) subsection 86(2) or (2.1) of the *Employment Insurance Act* (Canada) (the “**Employment Insurance Act**”); or
 - (D) any provincial law that creates a deemed trust the sole purpose of which is to ensure remittance of amounts deducted or withheld under such provincial law if:
 - (I) that provincial law imposes a tax similar in nature to the tax imposed under the *Income Tax Act* and the amounts deducted or withheld under that law are of the same nature as the amounts referred to in subsection 227(4) or (4.1) of the *Income Tax Act*; or
 - (II) the province is a “province providing a comprehensive pension plan”, as such phrase is defined in subsection 3(1) of the *Canada Pension Plan*, the law establishes a “provincial pension plan” as defined in that subsection and the amounts deducted or withheld under that law are of the same nature as amounts referred to in subsection 23(3) or (4) of the *Canada Pension Plan*;
- (iii) any rights or claims that result from the operation of:
 - (A) subsections 224(1.2) and (1.3) of the *Income Tax Act*;
 - (B) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax*

Act and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

- (C) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (I) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (II) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;
- (iv) any unpaid goods and service taxes or other applicable sales taxes required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such sales taxes are accrued or collected after the Filing Date, or where such sales taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date;
- (v) all municipal realty, municipal business or other taxes, assessments or levies of any kind or nature attributable to or in respect of the carrying on of the Business accrued and unpaid by the Applicant which are required at law to be paid in priority to claims of secured creditors; and
- (vi) any accrued and unpaid amounts in respect of claims of employees for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* (Canada)

if the Applicant became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Business during the same period;

(ooo) **"Supplemental Claims Bar Date"** means 1:00 p.m. (Calgary time) on September 19, 2018;

(ppp) **"Supplemental Claims Procedure"** means the procedures outlined in this Order, including the Schedules;

(qqq) **"Support Agreement"** means that certain support agreement dated March 19, 2018 among the Applicant, the Consenting First Lien Lenders and the First Lien Agent;

(rrr) **"Unknown Claimants"** are Claimants which are not Known Potential Claimants or a holder of an Excluded Claim; and

(sss) **"Website"** means www.ey.com/ca/connacheroilandgas.

GENERAL PROVISIONS

3. All references as to time herein shall mean local time in Calgary, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. All references to the word "including" shall mean "including without limitation".
5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.
6. All Claims shall be denominated in Canadian dollars. Any Claims denominated in any Proof Claim in a foreign currency shall be converted to Canadian dollars at the Bank of Canada's noon exchange rate in effect on the Filing Date.
7. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court shall be maintained by the Monitor and, subject to further order of the Court, the applicable Claimant will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

8. Notwithstanding anything to the contrary in this Order, the Applicant shall obtain the consent of the Majority Consenting First Lien Lenders (as defined in the Support Agreement) prior to: accepting, admitting, settling, resolving, valuing, revising or rejecting a Claim, other than a Post-Filing Claim.
9. Notwithstanding anything to the contrary in this Order, any Person with an Excluded Claim shall not be required to file a Proof of Claim in this process in respect of such Excluded Claim, unless required to do so by further order of the Court, nor shall the Monitor be required to send a Claims Package to a Person that only has Excluded Claims.
10. Nothing in this Order, including the delivery of a Claims Package to a Person, shall have the effect of or be deemed to reverse or reinstate any rights or claims of a Person that were barred or extinguished pursuant to the Initial Claims Procedure Order and all rights of the Applicant, the Directors and the Officers, as applicable, to rely on the terms of the Initial Claims Procedure Order are hereby expressly reserved.
11. To the extent a Person has filed an Initial Proof of Claim pursuant to the Initial Claims Procedure Order and the Person does not assert any additional Claims, no additional Proof of Claim is required to be filed pursuant to this Order.

MONITOR'S ROLE

12. The Applicant shall have primary carriage of the Supplemental Claims Procedure provided for herein.
13. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the Supplemental Claims Procedure, including the sending of applicable notices and such other assistance as requested by the Applicant from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are expressly contemplated by this Order.
14. In carrying out the terms of this Order, the Monitor shall:
 - (a) have all of the protections given to it by the CCAA, the Initial Order, and this Order, or as an officer of the Court, including the stay of proceedings in its favour;
 - (b) incur no liability or obligation as a result of the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part;

- (c) be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation; and
- (d) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, save and except for any gross negligence or wilful misconduct on its part.

NOTICE OF SUPPLEMENTAL CLAIMS PROCEDURE

- 15. The Monitor will cause the Newspaper Notice to Claimants to be published as soon as practicable in each of the *Daily Oil Bulletin*, the *Calgary Herald* and the *Globe and Mail* (National Edition). The Monitor will also post electronic copies of the Newspaper Notice to Claimants, the Claims Package, and this Order on the Website as soon as practicable after the date of this Order.
- 16. The Monitor shall send a Claims Package to each of the Known Potential Claimants (other than Known Potential Claimants who only have potential Non-Continuing Employee Claims or Post-Filing Claims) by prepaid ordinary mail to the last known address or by electronic mail as soon as practicable after the date of this Order, and in any event no later than August 24, 2018.
- 17. In addition, the Monitor shall send a Claims Package to any Claimant who requests these documents from the Monitor or the Applicant prior to the Supplemental Claims Bar Date, or Post-Filing Claims Bar Date, as applicable.
- 18. The delivery of a Claims Package by the Monitor to a Known Potential Claimant or any other Claimant shall not constitute an admission of a Claim or standing in the CCAA Proceeding.

SUPPLEMENTAL CLAIMS PROCEDURE FOR NON-CONTINUING EMPLOYEE CLAIMS AND FORMER EMPLOYEES

- 19. By no later than August 24, 2018, the Applicant shall provide the Monitor with a list of all Non-Continuing Employees and the Applicant, in consultation with the Monitor, shall calculate the Claim Determination of each Non-Continuing Employee's Non-Continuing Employee Claim.
- 20. By no later than August 27, 2018, the Monitor shall send a Claims Package to each of the Non-Continuing Employees, including a Notice of Non-Continuing Employee Claim with respect to such Non-Continuing Employee.

21. If a Non-Continuing Employee wishes to dispute the Claim Determination with respect to its Non-Continuing Employee Claim, the Non-Continuing Employee must deliver to the Monitor (with a copy to the Applicant) a Notice of Dispute in accordance with paragraph 40 below. If a Non-Continuing Employee fails to deliver a Notice of Dispute in accordance with paragraph 40 below, the Accepted Claim of the Non-Continuing Employee shall be deemed to be as set out in the Notice of Non-Continuing Employee Claim, and such Non-Continuing Employee will, with respect to any other or additional Non-Continuing Employee Claim in an amount greater than the amount of such Non-Continuing Employee's Claim Determination, be forever barred from making or enforcing any such additional Non-Continuing Employee Claim against the Applicant, and all such additional Non-Continuing Employee Claims will be forever barred and extinguished without any further act or notification by the Applicant.
22. Any Claimant who has not received a Notice of Non-Continuing Employee Claim and who wishes to assert a Non-Continuing Employee Claim shall return a completed Proof of Claim (including all relevant supporting documentation in support of such Non-Continuing Employee Claim and in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date, failing which such Claimant shall be forever barred from making or enforcing any such Non-Continuing Employee Claim and all such additional Non-Continuing Employee Claims will be forever barred and extinguished without any further act or notification by the Applicant.
23. Any Claimant wishing to assert a Non-Continuing Employee Claims against the Applicant shall include any and all Non-Continuing Employee Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule "E-1".
24. For the avoidance of doubt, Former Employees will not receive a Notice of Non-Continuing Employee Claim.
25. Notwithstanding anything in the Initial Claims Procedure Order, no later than August 24, 2018, the Monitor shall send a Claims Package to any Former Employee who has not received an Initial Claims Package. Any Former Employee that wishes to assert a Restructuring Period Claim must return a completed Initial Proof of Claim (including all relevant supporting documentation in support of such claim), in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date. Other than as set out in this

paragraph 24, any Restructuring Period Claims asserted by a Former Employee will be governed by the Initial Claims Procedure Order.

26. Any Former Employee that does not return a proof of claim (in substantially the form set out in the Initial Claims Package or at all) to the Monitor by the Supplemental Claims Bar Date as required by paragraph 25 of this Order shall:
- (a) not be entitled to receive any distribution, dividend or payment in respect of such claim, including under the CCAA Plan or any distribution order;
 - (b) not be entitled to any further notice in, and shall not be entitled to participate as a claimant or creditor in, the CCAA Proceeding or the CCAA Plan in respect of such claim;
 - (c) be forever barred from making or enforcing any such claim against the Applicant or the Directors and Officers, and all such claims will be forever extinguished and barred without any further act or notification by the Applicant; and
 - (d) be forever barred from making or enforcing any such claim as against any other Person who could claim contribution or indemnity from the Applicant or the Directors and Officers, or any of them and all such claims will be forever extinguished and barred without any further act or notification by the Applicant.

SUPPLEMENTAL CLAIMS PROCEDURE FOR POST-FILING CLAIMS

27. By no later than September 7, 2018, the Applicant shall provide the Monitor with a list of all Claimants holding Post-Filing Claims and the Claim Determination of each such Claimant's Post-Filing Claim.
28. By no later than September 11, 2018, the Monitor shall send a Claims Package to each Claimant identified by the Applicant as the holder of a Post-Filing Claim, including a Notice of Post-Filing Claim with respect to each such holder.
29. If a holder of a Post-Filing Claim wishes to dispute the Claim Determination with respect to its Post-Filing Claim, such Claimant must deliver to the Monitor (with a copy to the Applicant) a Notice of Dispute in accordance with paragraph 40 below. If a holder of a Post-Filing Claim fails to deliver a Notice of Dispute in accordance with paragraph 40 below, the Accepted Claim of such Claimant shall be deemed to be as set out in the Notice of Post-Filing Claim, and such Claimant will, with respect to any other or additional Post-Filing Claim in an amount greater than the amount of such Claimant's Claim

Determination, be forever barred from making or enforcing any such additional Post-Filing Claim against the Applicant, and all such additional Post-Filing Claims will be forever barred and extinguished without any further act or notification by the Applicant and will be forever barred and extinguished from making or enforcing any such Post-Filing Claim as against any other Person who could claim contribution or indemnity from the Applicant and all such claims will be forever extinguished and barred without further act or notification by the Applicant.

30. Any Claimant who has not received a Notice of Post-Filing Claim and who wishes to assert a Post-Filing Claim shall return a completed Proof of Claim (including all relevant supporting documentation in support of such Post-Filing Claim and in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Post-Filing Claims Bar Date, failing which such Claimant shall be forever barred from making or enforcing any such Post-Filing Claim and all such additional Post-Filing Claims will be forever barred and extinguished without any further act or notification by the Applicant.
31. Any Claimant wishing to assert a Post-Filing Claim against the Applicant shall include any and all Post-Filing Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule "E-1".

SUPPLEMENTAL CLAIMS PROCEDURE FOR SECURED CLAIMS AND POST-FILING D&O CLAIMS

32. Any Claimant that wishes to assert a Secured Claim or a Post-Filing D&O Claim must return a completed Proof of Claim (including all relevant supporting documentation in support of such Claim and, in the case of a Secured Claim, including a description of the legal or other basis upon which the Secured Claim ranks *pari passu* with, or senior in priority to, the First Lien Indebtedness), in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date.
33. Any Claimant wishing to assert a Secured Claim against the Applicant shall include any and all Secured Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule "E-2".
34. Any Person wishing to assert a Post-Filing D&O Claim against the Directors or Officers shall include any and all Post-Filing D&O Claims asserted against the Directors or Officers in a single Proof of Claim in the form attached at Schedule "E-3".

35. To the extent that any Post-Filing D&O Claim is filed in accordance with the Supplemental Claims Procedure, a corresponding Post-Filing D&O Indemnity Claim shall be deemed to have been timely filed in respect of each of the Post-Filing D&O Claims. For the avoidance of doubt, Directors and Officers shall not be required to take any action or file a Proof of Claim in respect of such Post-Filing D&O Indemnity Claim.
36. Any Claimant who wishes to assert a Secured Claim or a Post-Filing D&O Claim (other than an Employee in respect of a Non-Continuing Employee Claim or a holder of a Post-Filing Claim) that does not return a Proof of Claim to the Monitor by the Supplemental Claims Bar Date as required by paragraph 32 of this Order shall:
- (a) not be entitled to receive any distribution, dividend or payment in respect of such Claim, including under the CCAA Plan or any distribution order;
 - (b) not be entitled to any further notice in, and shall not be entitled to participate as a claimant or creditor in, the CCAA Proceeding or the CCAA Plan in respect of such Claim;
 - (c) be forever barred from making or enforcing any such Claim against the Applicant or the Directors and Officers, and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant; and
 - (d) be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from the Applicant or the Directors and Officers, or any of them and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant.

DETERMINATION AND RESOLUTION OF CLAIMS

37. The Monitor shall promptly provide to the Applicant copies of all Proofs of Claim received by the Monitor.
38. The Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Supplemental Claims Bar Date or Post-Filing Claims Bar Date, as applicable, and, subject to paragraph 8 hereof, shall accept, revise or disallow the amount of each Claim submitted. In accepting, revising or disallowing any such Claim, the Applicant, with the assistance of the Monitor, shall take account of and determine the presence and amount, if any, of any set-off or counterclaim relating to such Claim. With respect to any Proofs of Claim alleging a Post-Filing D&O Claims, the Applicant shall

obtain the consent of the applicable Directors and Officers regarding such Proofs of Claim, prior to accepting, revising or disallowing any such Claim.

39. The Monitor shall thereafter notify each Claimant who has delivered a Proof of Claim as to whether such Claimant's Claim as set out therein has been revised or rejected, and the reasons therefor, by sending a Notice of Revision or Disallowance to such Claimant (with a copy to the Applicant).
40. Any Claimant who disputes the classification or amount of its Claim as set forth in a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph, or, in the case of a Non-Continuing Employee Claim or a Post-Filing Claim, who disputes the amount of the Claim Determination of such Claim, shall deliver a Notice of Dispute to the Monitor (with a copy to the Applicant) by no later than 5:00 p.m. on the date that is fifteen (15) calendar days following delivery by the Monitor of a Notice of Revision or Disallowance, Notice of Non-Continuing Employee Claim, or Notice of Post-Filing Claim, as applicable.
41. Where a Claimant that receives a Notice of Revision or Disallowance, a Notice of Non-Continuing Employee Claim, or a Notice of Post-Filing Claim does not return a Notice of Dispute to the Monitor by the time set out in paragraph 40 above, the classification and amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance or shall be the Claim Determination amount, as applicable, and the Claimant will be barred from disputing or appealing same.
42. The Applicant, with the assistance of the Monitor, may, subject to paragraphs 8 and 38 above, attempt to consensually resolve the classification and/or amount of any Claim in dispute with the Claimant.
43. If the Applicant and the Claimant consensually resolve the classification and amount of a Claim in dispute, the Applicant shall advise the Monitor of such resolution and the Monitor shall deliver written notice reflecting such resolution. Provided that neither of the Applicant or the Claimant advises the Monitor in writing within three (3) Business Days that such resolution is incorrect, the classification and amount of such Claimant's Claim shall be deemed to be as set out in the written notice provided by the Monitor.
44. In the event that the Applicant is unable to resolve a dispute with a Claimant regarding any Claim in dispute, the Applicant or the Claimant shall so notify the Monitor, and any of the Applicant, the Claimant or the Monitor may thereafter make an application to the Court (on notice to each of the Applicant, the Claimant, the Plan Sponsor and the

Consenting First Lien Lenders) for the resolution of the disputed Claim. Thereafter, the Court shall resolve the dispute between the Applicant and such Claimant.

SERVICE AND NOTICE

45. The Monitor and the Applicant may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Order and the Supplemental Claims Procedure to Claimants, Employees, Directors or Officers, and any other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel if applicable) at the address as last shown on the records of the Applicant or set out in such Claimant's Proof of Claim. Any such service or notice by courier, prepaid ordinary mail, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. (Calgary time) on a Business Day, on such Business Day, and if delivered after 5:00 p.m. (Calgary time) or other than on a Business Day, on the following Business Day.
46. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Claimant to the Monitor or the Applicant shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to the following address and any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day:

If to the Monitor:

Ernst & Young Inc.
Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650

Fax: 403-206-5076
Email: connacher.monitor@ca.ey.com

With a copy to (which shall not constitute notice):

McCarthy Tétrault LLP

Suite 4000, 421 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean F. Collins & Walker MacLeod
Tel: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

If to the Applicant:

Connacher Oil and Gas Limited

Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

Attention: Suzanne Loov
Tel: 403-538-6223
Fax: 403-538-6225
Email: sloov@connacheroil.com

With a copy to (which shall not constitute notice):

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Ryan C. Jacobs & Joseph J. Bellissimo
Tel: 416-860-6465 / 416-860-6572
Fax: 416-640-3189 / 416-642-7150
Email: rjacobs@casselsbrock.com / jbellissimo@casselsbrock.com

With a copy to (which shall not constitute notice):

Ernst & Young Inc.

Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650
Fax: 403-206-5076
Email: connacher.monitor@ca.ey.com

47. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not

received shall not, absent further order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

48. In the event that this Order is later amended by further order of the Court, the Monitor shall post such further order on the Website and such posting shall constitute adequate notice of such amended claims procedure.

DIRECTIONS

49. Notwithstanding the terms of this Order, the Applicant, the Monitor or the Consenting First Lien Lenders may apply to this Court from time to time for directions from this Court with respect to this Order, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or clarify the terms of this Order.

SET-OFF

50. The Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Claimant, any claims of any nature whatsoever that the Applicant may have against such Claimant, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Claimant.

MISCELLANEOUS

51. The Applicant, with the assistance of the Monitor and following consultation with the Consenting First Lien Lenders, is hereby authorized to (a) use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Order as to the completion and execution of such forms, and (b) request such further documentation from a Claimant that the Applicant may require in order to enable the Applicant to determine the validity of the Claim.
52. Notwithstanding any other provision of this Order, the sending of notices to Claimants and the solicitation of Proofs of Claim, and the filing by a Claimant of any Proof of Claim, shall not, for that reason only, grant any Claimant any standing in the CCAA Proceeding.

53. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicant into particular affected or unaffected classes for the purpose of distributions or dividends to creditors.
54. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under any existing Director's and/or Officer's liability insurance policy or prevent or bar any Claimant from seeking recourse with respect to a Claim timely filed by the Supplemental Claims Bar Date against or payment from any Director's and/or Officer's liability insurance policy that exists to protect or indemnify the Directors and/or Officers, whether such recourse or payment is sought directly by the Claimant asserting a Post-Filing D&O Claim from the insurer or derivatively through the Director, Officer or the Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Claimant under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law.
55. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
56. This Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable.

"A.D. Macleod"

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED ("CONNACHER")

PLEASE TAKE NOTICE that this Newspaper Notice to Claimants is being published pursuant to an order of the Honourable Mr. Justice MacLeod of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary dated August 22, 2018 (the "**Supplemental Claims Procedure Order**"). All capitalized terms not otherwise defined in this Newspaper Notice to Claimants shall bear the meaning given to them in the Supplemental Claims Procedure Order, which is posted on the website of the Monitor at www.ey.com/ca/connacheroilandgas (the "**Website**").

The Supplemental Claims Procedure is **ONLY** intended for any Claimant with a Non-Continuing Employee Claim, a Post-Filing Claim, a Secured Claim or a Post-Filing D&O Claim.

Any Claimant who believes he, she, or it has a Non-Continuing Employee Claim, a Post-Filing Claim, or a Secured Claim against Connacher or a Post-Filing D&O Claim against the Directors or Officers must follow the procedures set out in the Supplemental Claims Procedure Order for proving such Claim.

Claimants who hold Non-Continuing Employee Claims will be provided with a Notice of Non-Continuing Employee Claim setting out Connacher's calculation of such claim. Unless a Non-Continuing Employee disagrees with the amount of the claim or does not receive a Notice of Non-Continuing Employee Claim, the Non-Continuing Employee is not required to take any further action. Instructions for disputing a Non-Continuing Employee Claim will be contained in the applicable claims package.

Claimants who hold a Post-Filing Claim will be provided with a Notice of Post-Filing Claim setting out Connacher's calculation of their Post-Filing Claim. Unless such Claimant disagrees with the amount of the claim or does not receive a Notice of Post-Filing Claim, the Claimant is not required to take any further action. Instructions for disputing a Post-Filing Claim will be contained in the applicable claims package.

If you who wish to assert a Secured Claim or a Post-Filing D&O Claim, or if you do not receive a Notice of Non-Continuing Employee Claim or a Notice of Post-Filing Claim but wish to assert such Claims, Proof of Claim forms can be obtained on the Website or by contacting the Monitor at the addresses below and providing their name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, a Proof of Claim form.

Claimants required to assert their Claim by submitting a Proof of Claim, must submit such Proof of Claim to the Monitor by no later than 1:00 p.m. (Calgary time) on September 19, 2018 (the "Supplemental Claims Bar Date") or, in the case of a Claimant submitting a Proof of Claim in respect of a Post-Filing Claim, by no later than 1:00 p.m. (Calgary time) on October 1, 2018 (the "Post-Filing Claims Bar Date) by prepaid registered mail, courier, personal delivery or electronic or digital transmission, and all Proofs of Claim must be actually received by the Monitor before the Supplemental Claims Bar Date or the Post-Filing Claims Bar Date, as applicable, at the following addresses:

Ernst & Young Inc.
Monitor of Connacher Oil and Gas Limited
Calgary City Centre

2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650

Fax: 403-206-5076

Email: connacher.monitor@ca.ey.com

PROOFS OF CLAIM WHICH ARE NOT RECEIVED BY THE MONITOR BY THE SUPPLEMENTAL CLAIMS BAR DATE OR POST-FILING CLAIMS BAR DATE, AS APPLICABLE, WILL BE BARRED AND EXTINGUISHED FOREVER.

The publication of this Newspaper Notice to Claimants, the solicitation of Proofs of Claim, and/or the sending of a Proof of Claim by a Claimant to the Monitor, does not grant any Claimant or any Person standing in the CCAA Proceeding.

SCHEDULE "B"

NOTICE OF NON-CONTINUING EMPLOYEE CLAIM

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")

TO: [insert name and address of creditor]
CLAIM REFERENCE NO. [insert claim reference number]

PLEASE TAKE NOTICE that this Notice of Non-Continuing Employee Claim is being delivered pursuant to an order of the Honourable Mr. Justice MacLeod of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary (the "**Court**") dated August 22, 2018 (the "**Supplemental Claims Procedure Order**"). All capitalized terms not otherwise defined in this Notice of Non-Continuing Employee Claim shall bear the meaning given to them in the Supplemental Claims Procedure Order, which is posted on the website of the Monitor at www.ey.com/ca/connacheroilandgas (the "**Website**"). Further details are available on the Website.

On August 2, 2018, the Applicant and East River Oil and Gas Ltd. (the "**Plan Sponsor**") entered into the CCAA Acquisition and Plan Sponsorship Agreement (the "**Plan Sponsorship Agreement**"), which sets out the terms upon which the Plan Sponsor will acquire the Applicant through the implementation of a Plan of Compromise or Arrangement (the "**CCAA Plan**") in accordance with the *Companies' Creditors Arrangement Act* (Canada). Pursuant to the terms of the Plan Sponsorship Agreement, the Plan Sponsor was required to make offers of employment ("**Offers of Employment**") to substantially all but no less than 85% of the Applicant's employees, which Offers of Employment would become effective upon the implementation of the CCAA Plan. Pursuant to the Plan Sponsorship Agreement, the employment of employees of the Applicant who (i) did not receive an Offer of Employment from the Plan Sponsor, or (ii) did not accept an Offer of Employment prior to 5:00 p.m. (Calgary time) on August 21, 2018 will be terminated prior to implementation of the CCAA Plan and such employees will have claims against the Applicant in the CCAA Plan for severance and/or termination pay.

This Notice of Non-Continuing Employee Claim is being sent to you because you are a Non-Continuing Employee with a Claim against the Applicant to be compromised pursuant to the CCAA Plan.

Your Non-Continuing Employee Claim: According to the books, records and other relevant information in the possession of the Applicant, your total Non-Continuing Employee Claim is:

Claim Determination: \$ _____

Additional information regarding the calculation of the Claim Determination is enclosed with this Notice of Non-Continuing Employee Claim.

If you agree that the foregoing accurately reflects your Non-Continuing Employee Claim, **you are not required to respond to this Notice of Non-Continuing Employee Claim**. If you disagree with the Claim Determination set out above, you must deliver a Notice of Dispute to the Monitor at the address below **on or before 5:00 p.m. (Calgary time) on ●, 2018 (the "Dispute Deadline")** using the form of Notice of Dispute provided.

If you do not deliver a Notice of Dispute such that it is received by the Monitor by the Dispute Deadline, then you shall be deemed to have accepted your Non-Continuing Employee Claim as set out in this Notice of Non-Continuing Employee Claim. Upon the Dispute Deadline, your ability

to challenge the amount of your Non-Continuing Employee Claim will be forever extinguished in accordance with the Supplemental Claims Procedure Order.

Notices of Dispute are to be sent to the Monitor at the following address:

Ernst & Young, Inc.

Monitor of Connacher Oil and Gas Limited

Calgary City Centre

2200, 215- 2nd Street S.W.

Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650

Fax: 403-206-5076

Email: connacher.monitor@ca.ey.com

DATED at Calgary, this day of , 2018.

SCHEDULE "C"

NOTICE OF POST-FILING CLAIM

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")

TO: [insert name and address of creditor]

CLAIM REFERENCE NO. [insert claim reference number]

PLEASE TAKE NOTICE that this Notice of Post-Filing Claim is being delivered pursuant to an order of the Honourable Mr. Justice MacLeod of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary dated August 22, 2018 (the "**Supplemental Claims Procedure Order**"). All capitalized terms not otherwise defined in this Notice of Post-Filing Claim shall bear the meaning given to them in the Supplemental Claims Procedure Order, which is posted on the website of the Monitor at www.ey.com/ca/connacheroilandgas (the "**Website**"). Further details are available on the Website.

On August 2, 2018, the Applicant and East River Oil and Gas Ltd. (the "**Plan Sponsor**") entered into the CCAA Acquisition and Plan Sponsorship Agreement (the "**Plan Sponsorship Agreement**"), which sets out the terms upon which the Plan Sponsor will acquire the Applicant through the implementation of a Plan of Compromise or Arrangement (the "**CCAA Plan**") in accordance with the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"). In order to implement the transaction contemplated by the Plan Sponsorship Agreement and the CCAA Plan, the Applicant is required to identify and accurately quantify certain Post-Filing Claims against it, being certain claims asserted between the commencement of the Applicant's proceedings under the CCAA on May 17, 2016, and September 1, 2018.

Unlike certain other Claims being solicited by the Applicant in connection with the Supplemental Claims Procedure Order that will be the subject of compromise pursuant to the CCAA Plan, Post-Filing Claims that are Accepted Claims will not be compromised and will be paid by the Applicant in accordance with existing arrangements or as otherwise provided in the CCAA Plan. Throughout the Applicant's restructuring process and through the implementation of the CCAA Plan, the Applicant will continue operating its business in the ordinary course.

This Notice of Post-Filing Claim is being sent to you because you hold a Post-Filing Claim.

Your Post-Filing Claim: According to the books, records and other relevant information in the possession of the Applicant, your total Post-Filing Claim is as follows:

Claim Determination: \$ _____

If you agree that the foregoing Claim Determination amount accurately reflects your Post-Filing Claim, **you are not required to respond to this Notice of Post-Filing Claim**. If you disagree with the Claim Determination set out above, you must deliver a Notice of Dispute to the Monitor at the address below **on or before 5:00 p.m. (Calgary time) on ●, 2018 (the "Dispute Deadline")** using the form of Notice of Dispute provided.

If you do not deliver a Notice of Dispute such that it is received by the Monitor by the Dispute Deadline, then you shall be deemed to have accepted your Post-Filing Claim as set out in this Notice of Post-Filing Claim. Upon the Dispute Deadline, your ability to challenge the amount of your Post-Filing Claim will be forever extinguished in accordance with the Supplemental Claims Procedure Order.

Notices of Dispute are to be sent to the Monitor at the following address:

Ernst & Young, Inc.

Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650

Fax: 403-206-5076

Email: connacher.monitor@ca.ey.com

DATED at Calgary, this day of , 2018.

SCHEDULE "D"

INSTRUCTION LETTER

FOR THE SUPPLEMENTAL CLAIMS PROCEDURE FOR CLAIMANTS

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED (the "APPLICANT")

PLEASE TAKE NOTICE that this Instruction Letter is being delivered pursuant to an order of the Honourable Mr. Justice MacLeod of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary dated August 22, 2018 (the "**Supplemental Claims Procedure Order**"). All capitalized terms not otherwise defined in this Instruction Letter shall bear the meaning given to them in the Supplemental Claims Procedure Order, which is posted on the website of the Monitor at www.ey.com/ca/connacheroilandgas (the "**Website**").

The Supplemental Claims Procedure is **ONLY** intended for any Claimant asserting a Non-Continuing Employee Claim, a Post-Filing Claim, a Secured Claim or a Post-Filing D&O Claim.

Supplemental Claims Procedure for Secured Claims and Post-Filing D&O Claims

Claimants asserting Secured Claims or Post-Filing D&O Claims are required to file a Proof of Claim form providing the amount of their alleged claim, evidence to establish the claim, and the other particulars set out in the Proof of Claim form by 1:00 p.m. (Calgary time) on September 19, 2018. To file a Secured Claim, please use the form provided entitled "Proof of Claim – Secured Claims".

To file a Post-Filing D&O Claim, which includes a claim by a Non-Continuing Employee as against the Directors and/or Officers of the Applicant, please use the form provided entitled "Proof of Claim – Post-Filing D&O Claims". Proof of Claim forms can be found on the Website or obtained by contacting the Monitor at the addresses indicated below and providing your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, a Proof of Claim form.

If you are submitting your Proof of Claim electronically, please submit it in PDF format and ensure the name of the file is **[legal name of creditor]_poc.pdf**.

The Applicant and Monitor will review your alleged claim and provide you with a Notice of Revision or Disallowance to indicate the portion (if any) of your claim that is accepted, and the portion of your alleged claim that is revised or disallowed.

If you wish to dispute the Applicant's revision or disallowance of your alleged claim, please file a Notice of Dispute using the form provided by no later than 5:00 p.m. on the date that is fifteen (15) calendar days following delivery by the Monitor of a Notice of Revision or Disallowance. Thereafter, if the dispute cannot be resolved consensually, the parties may bring an application to the Court to resolve the dispute.

IF A PROOF OF CLAIM IN RESPECT OF YOUR SECURED CLAIM OR POST-FILING D&O CLAIM, AS APPLICABLE, IS NOT RECEIVED BY THE MONITOR BY THE SUPPLEMENTAL CLAIMS BAR DATE:

- (A) **SUCH CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING SUCH CLAIM AGAINST THE APPLICANT AND/OR ANY OF THE DIRECTORS AND/OR OFFICERS AND/OR AS**

AGAINST ANY OTHER CLAIMANT WHO COULD CLAIM CONTRIBUTION OR INDEMNITY FROM THE APPLICANT, DIRECTORS AND OFFICERS;

- (B) YOU SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY DISTRIBUTIONS OR DIVIDENDS TO CREDITORS OF THE APPLICANT IN RESPECT OF SUCH CLAIMS; AND
- (C) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDING OF THE APPLICANT IN RESPECT OF SUCH CLAIM, NOTING, HOWEVER, THAT THE SENDING OF A NOTICE TO CLAIMANT, THE SOLICITATION OF PROOFS OF CLAIM BY THE MONITOR OR THE APPLICANT AND/OR THE SENDING OF A PROOF OF CLAIM BY A CLAIMANT TO THE MONITOR DOES NOT GRANT ANY CLAIMANT OR ANY PERSON STANDING IN THE CCAA PROCEEDING.

IF, FOLLOWING THE DELIVERY BY THE MONITOR OF A NOTICE OF REVISION OR DISALLOWANCE MODIFYING YOUR SECURED CLAIM OR POST-FILING D&O CLAIM, YOU FAIL TO TIMELY FILE A NOTICE OF DISPUTE, THE REVISION TO YOUR CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE SHALL BE FINAL AND BINDING.

Supplemental Claims Procedure for Non-Continuing Employee Claims

Non-Continuing Employees will each receive a Notice of Non-Continuing Employee Claim setting out the Claim Determination of such claim and, unless the Non-Continuing Employee disagrees with the amount of such claim, the Non-Continuing Employee is not required to take any further action.

If a Non-Continuing Employee disagrees with the Claim Determination, he or she may provide to the Monitor a Notice of Dispute using the form provided by no later than fifteen (15) calendar days after delivery of the Notice of Non-Continuing Employee Claim. If no Notice of Dispute is timely provided to the Monitor, the Claim Determination will be deemed to be final. Where a Notice of Dispute is timely provided to the Monitor, if the dispute cannot be resolved consensually, the parties may bring an application to the Court to resolve the dispute.

If you did not receive a Notice of Non-Continuing Employee Claim but wish to assert a Non-Continuing Employee Claim, you are required to file a Proof of Claim form providing the amount of your alleged Non-Continuing Employee Claim, evidence to establish the claim, and the other particulars set out in the Proof of Claim form by 1:00 p.m. (Calgary time) on September 19, 2018. To file a Non-Continuing Employee Claim, please use the form provided entitled "Proof of Claim – Non-Continuing Employee Claim / Post-Filing Claim". Please refer to the provisions for the filing of Secured Claims and Post-Filing D&O Claims on the first page of this Instruction Letter for further information.

Supplemental Claims Procedure for Post-Filing Claims

Claimants holding Post-Filing Claims will each receive a Notice of Post-Filing Claim setting out the Claim Determination of such claim and, unless the Claimant disagrees with the amount of such claim, the Claimant is not required to take any further action.

If a holder of a Post-Filing Claim disagrees with the Claim Determination, such holder may provide to the Monitor a Notice of Dispute using the form provided by no later than fifteen (15) calendar days after delivery of the Notice of Post-Filing Claim. If no Notice of Dispute is timely provided to the Monitor, the Claim Determination will be deemed to be final. Where a Notice of Dispute is timely provided to the Monitor, if the dispute cannot be resolved consensually, the parties may bring an application to the Court to resolve the dispute.

If you did not receive a Notice of Post-Filing Claim but wish to assert a Post-Filing Claim, you are required to file a Proof of Claim form providing the amount of your alleged Post-Filing Claim, evidence to establish the claim, and the other particulars set out in the Proof of Claim form by 1:00 p.m. (Calgary time) on October 1, 2018. To file a Post-Filing Claim, please use the form provided entitled "Proof of Claim – Non-Continuing Employee Claim / Post-Filing Claim". Please refer to the provisions for the filing of Secured Claims and Post-Filing D&O Claims on the first page of this Instruction Letter for further information.

If you have any questions regarding the Supplemental Claims Procedure, please contact the Monitor at the following addresses:

Ernst & Young Inc.

Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650

Fax: 403-206-5076

Email: connacher.monitor@ca.ey.com

IF A NOTICE OF DISPUTE IN RESPECT OF YOUR NON-CONTINUING EMPLOYEE CLAIM OR POST-FILING CLAIM IS NOT TIMELY RECEIVED, YOUR CLAIM DETERMINATION SHALL BE DEEMED TO BE THE FINAL, BINDING AMOUNT OF YOUR NON-CONTINUING EMPLOYEE CLAIM OR POST-FILING CLAIM, AS APPLICABLE.

SCHEDULE "E-1"

PROOF OF CLAIM – NON-CONTINUING EMPLOYEE CLAIM / POST-FILING CLAIM

(See attached for instructions)

**IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")**

Regarding the Claim of _____ (referred to
in this form as "the Claimant"). *(name of Claimant)*

All notices or correspondence regarding this Claim are to be forwarded to the Claimant at the
following address:

Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

Email Address: _____

*(All future correspondence will be delivered to the designated email address unless the Claimant
specifically requests that hard copies be provided)*

☐ Please provide hard copies of materials to the address above.

I, _____ (name of the Claimant or representative of
the Claimant), of _____ (City, Province or State) do hereby certify
that:

1. I am the Claimant;

OR

I am _____ *(state position/title)* of the Claimant.

2. I have knowledge of all the circumstances connected with the Claim referred to in this
form.

The Applicant is indebted to the Claimant in the sum of CDN\$ _____ *(insert CDN \$
value of claim)* as shown by the statement of account attached hereto and marked Schedule "A"
which constitutes a: *(select one of the following two options):*

☐ Non-Continuing Employee Claim

☐ Post-Filing Claim

The factual basis for my Claim is as follows:

The statement of account must include evidence in support of the Claim.

3. Have you acquired this Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

(if yes) Full Legal Name of original creditor(s): _____

DATED this _____ day of _____, 2018

Witness Per: _____

Print name of Claimant:

*If Claimant is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE "E-2"

PROOF OF CLAIM – SECURED CLAIMS

(See attached for instructions)

**IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")**

Regarding the Secured Claim of _____
(referred to in this form as "the Claimant"). *(name of Claimant)*

All notices or correspondence regarding this Secured Claim are to be forwarded to the Claimant at the following address:

Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

Email Address: _____

(All future correspondence will be delivered to the designated email address unless the Claimant specifically requests that hard copies be provided)

☐ Please provide hard copies of materials to the address above.

I, _____ (name of the Claimant or representative of the Claimant), of _____ (City, Province or State) do hereby certify that:

4. I am the Claimant;

OR

I am _____ *(state position/title)* of the Claimant.

5. I have knowledge of all the circumstances connected with the Secured Claim referred to in this form.

The Applicant is indebted to the Claimant in the sum of CDN\$ _____ *(insert CDN \$ value of claim)* as shown by the statement of account attached hereto and marked Schedule "A" which constitutes a Secured Claim (as defined in the Supplemental Claims Procedure Order).

The nature of this Secured Claim is as follows *(check all that apply)*:

- ☐ a claim secured by one or more of the charges granted in the Applicant's CCAA Proceeding
- ☐ a claim subject to a statutory deemed trust as described in Section 37(2) of the CCAA (inclusive of the statutory deemed trusts described in paragraph 7(a) of the Initial Order) or subject to a statutory lien as described in Section 38(3) of the CCAA

- ☐ any unpaid goods and service taxes or other applicable sales taxes required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such sales taxes are accrued or collected after May 17, 2016 (the "**Filing Date**") or where such sales taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date
- ☐ municipal realty, municipal business or other taxes, assessments or levies of any kind or nature attributable to or in respect of the carrying on of the Applicant's business accrued and unpaid by the Applicant which are required at law to be paid in priority to claims of secured creditors
- ☐ any accrued and unpaid amounts in respect of claims of employees for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* (Canada) if the Applicant became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Applicant's business during the same period
- ☐ any other claim that ranks *pari passu* with or senior in priority to the First Lien Indebtedness (as defined in the Supplemental Claims Procedure Order)

The legal basis upon which this Secured Claim, or a portion thereof, ranks *pari passu* with or senior in priority to the First Lien Indebtedness is as follows:

The statement of account must include evidence in support of the Secured Claim.

6. Have you acquired this Secured Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

(if yes) Full Legal Name of original creditor(s): _____

DATED this _____ day of _____, 2018

Witness

Per:

Print name of Claimant:

*If Claimant is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE "E-3"

PROOF OF CLAIM – POST-FILING D&O CLAIMS

(See attached for instructions)

**IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")**

Regarding the Post-Filing D&O Claim of _____
(referred to in this form as "the Claimant"). *(name of Claimant)*

All notices or correspondence regarding this Post-Filing D&O Claim are to be forwarded to the Claimant at the following address:

Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

Email Address: _____

(All future correspondence will be delivered to the designated email address unless the Claimant specifically requests that hard copies be provided)

☐ Please provide hard copies of materials to the address above.

I, _____ (name of the Claimant or representative of the Claimant), of _____ (City, Province or State) do hereby certify that:

1. I am the Claimant;

OR

I am _____ *(state position/title)* of the Claimant.

2. I have knowledge of all the circumstances connected with the Post-Filing D&O Claim referred to in this form.

The Claimant asserts that:

☐ all of the Directors or Officers; or

☐ the following Director(s) or Officer(s): _____
(insert name of the applicable Director(s) and/or Officer(s))

is or are indebted to the Claimant in the sum of CDN\$ _____ *(insert CDN \$ value of claim)* as shown by the statement of account attached hereto and marked Schedule "A", which constitutes a Post-Filing D&O Claim (as defined in the Supplemental Claims Procedure Order).

The statement of account must specify the evidence in support of the Post-Filing D&O Claim including the basis for a Post-Filing D&O Claim against a Director or Officer.

3. Have you acquired this Post-Filing D&O Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

(if yes) Full Legal Name of original creditor(s): _____

DATED this _____ day of _____, 2018

Witness Per: _____

Print name of Claimant:

*If Claimant is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____

SCHEDULE "F"

NOTICE OF REVISION OR DISALLOWANCE

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED
(the "APPLICANT")

TO: [name and address of Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent pursuant to an order of the Honourable Mr. Justice MacLeod of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated August 22, 2018 (the "**Supplemental Claims Procedure Order**"). All capitalized terms not otherwise defined in this Notice of Revision or Disallowance shall bear the meaning given to them in the Supplemental Claims Procedure Order, which is posted on the website of the Monitor, at www.ey.com/ca/connacheroilandgas (the "**Website**").

The Applicant and the Monitor have reviewed your Proof of Claim dated _____, 2018, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Supplemental Claims Procedure Order, your Claim will be allowed as an Accepted Claim as follows:

Claim per Proof of Claim	Revised Amount Allowed	Classification of Claim
\$	\$	

If you intend to dispute this Notice of Revision or Disallowance, you must, **no later than 5:00 p.m. (Calgary time) on the date that is fifteen (15) calendar days after delivery of this Notice of Revision or Disallowance**, deliver a Notice of Dispute by registered mail, personal delivery, email (in PDF format), courier or facsimile transmission to the following address:

Ernst & Young, Inc.
Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650
Fax: 403-206-5076
Email: connacher.monitor@ca.ey.com

With a copy to (which shall not constitute notice):

McCarthy Tétrault LLP

Suite 4000, 421 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean F. Collins & Walker MacLeod

Tel: 403-260-3531

Fax: 403-260-3501

Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

and

Connacher Oil and Gas Limited

Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

Attention: Suzanne Loov

Tel: 403-538-6223

Fax No.: 403-538-6225

Email: sloov@connacheroil.com

With a copy to:

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Ryan C. Jacobs & Joseph J. Bellissimo

Tel: 416-860-6465 / 416-860-6572

Fax: 416-640-3189 / 416-642-7150

Email: rjacobs@casselsbrock.com / jbellissimo@casselsbrock.com

Any Claimant who fails to deliver a Notice of Dispute by the date and time set out above shall be deemed to accept the classification and the amount of its Claim as set out in this Notice of Revision or Disallowance and such Claim as set out herein shall constitute an Accepted Claim.

If you do not deliver a Notice of Dispute by the deadline stated above, other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance, you:

- (a) shall be forever barred and extinguished from making or enforcing any Claim against the Applicant, Directors and Officers, and all such Claims will be forever extinguished;
- (b) shall not be entitled to participate in any distributions or dividends to creditors of the Applicant; and
- (c) shall not be entitled to any further notice in respect of the CCAA Proceeding.

Dated at Calgary, Alberta, this _____ day of _____, 2018.

SCHEDULE G

NOTICE OF DISPUTE

IN THE MATTER OF THE CCAA PROCEEDING OF CONNACHER OIL AND GAS LIMITED (the "APPLICANT")

By order of the Court of Queen's Bench of Alberta (the "**Court**") dated August 22, 2018 (as may be amended, restated or supplemented from time to time (the "**Supplemental Claims Procedure Order**")), in the proceeding commenced by the Applicant under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the Applicant has been authorized to conduct a supplemental claims procedure (the "**Supplemental Claims Procedure**"). A copy of the Supplemental Claims Procedure Order, with all schedules, may be found on the website of the Monitor at: www.ey.com/ca/connacheroilandgas (the "**Website**"). Capitalized terms used in this Notice of Dispute not otherwise defined in this Notice of Dispute shall have the meaning given to them in the Supplemental Claims Procedure Order.

Name of Claimant: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

For Claimants who Dispute a Notice of Revision or Disallowance:

PLEASE TAKE NOTICE THAT, pursuant to the Supplemental Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____, 2018 issued by the Applicant in respect of our Claim. We accept/dispute the following portion(s) of our Claim as revised and/or disallowed in the said Notice of Revision or Disallowance:

Revised Claim as Accepted (\$CDN)	Revised Claim as Disputed (\$CDN)	Classification

For Claimants who Dispute the Claim Determination of their Non-Continuing Employee Claim:

PLEASE TAKE NOTICE THAT, pursuant to the Supplemental Claims Procedure Order, I Claimant hereby dispute the amount of my Non-Continuing Employee Claim as set out in the Notice of Non-Continuing Employee Claim dated _____, 2018 issued by the Monitor, and I assert a Non-Continuing Employee Claim as follows:

	Claim Determination Amount:	Amount claimed by Claimant:
Non-Continuing Employee Claim	\$	\$

For Claimants who Dispute the Claim Determination of their Post-Filing Claim:

PLEASE TAKE NOTICE THAT, pursuant to the Supplemental Claims Procedure Order, I Claimant hereby dispute the amount of my Post-Filing Claim as set out in the Notice of Post-Filing Claim dated _____, 2018 issued by the Monitor, and I assert a Non-Post-Filing Claim as follows:

	Claim Determination Amount:	Amount claimed by Claimant:
Post-Filing Claim	\$	\$

Reason for the dispute (attach copies of any supporting documentation):

Address for Service of Notice of Dispute:

Ernst & Young, Inc.
Monitor of Connacher Oil and Gas Limited
Calgary City Centre
2200, 215- 2nd Street S.W.
Calgary, Alberta T2P 1M4

Attention: Holly McGregor

Tel: 403-206-5650
Fax: 403-206-5076
Email: connacher.monitor@ca.ey.com

With a copy to (which shall not constitute notice):

McCarthy Tétrault LLP

Suite 4000, 421 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean F. Collins & Walker MacLeod

Tel: 403-260-3531

Fax: 403-260-3501

Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

and

Connacher Oil and Gas Limited

Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

Attention: Suzanne Loov

Tel: 403-538-6223

Fax No.: 403-538-6225

Email: sloov@connacheroil.com

With a copy to:

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Ryan C. Jacobs & Joseph J. Bellissimo

Tel: 416-860-6465 / 416-860-6572

Fax: 416-640-3189 / 416-642-7150

Email: rjacobs@casselsbrock.com / jbellissimo@casselsbrock.com

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE MONITOR AND THE APPLICANT BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ADDRESS INDICATED ABOVE AND MUST BE ACTUALLY RECEIVED BY THE MONITOR AND THE APPLICANT BY 5:00 P.M. (CALGARY TIME) ON THE DATE THAT IS FIFTEEN (15) CALENDAR DAYS FOLLOWING DELIVERY BY THE MONITOR OF A NOTICE OF REVISION OR DISALLOWANCE, NOTICE OF NON-CONTINUING EMPLOYEE CLAIM, OR NOTICE OF POST-FILING CLAIM, AS APPLICABLE.

DATED this _____ day of _____, 2018

Witness Per: _____

Name of Claimant:

*If Claimant is other than an individual, print
name and title of authorized signatory*

Name: _____

Title: _____