

Monitor by the time set out in paragraph 28 above, the value of such Claimant's Distribution Claim shall be deemed to be as set out in the Notice of Revision or Disallowance for distribution purposes and the Claimant will be barred from disputing or appealing same.

30. In the event that an Applicant is unable to resolve a dispute with a Claimant regarding any Distribution Claim, the Applicant or the Claimant shall so notify the Monitor, and the Claimant or the Applicant, as the case may be. Any of the Applicant, the Claimant or the Monitor may thereafter make an application to the Court for the resolution of the Distribution Claim. Thereafter, the Court shall resolve the dispute between the Applicant and such Claimant.

NOTICE OF TRANSFEREES

31. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Applicants nor the Monitor shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant Applicant and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the relevant Applicant and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which any Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Applicants. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor no later than ten (10) Business Days prior to the date to be fixed by the Court for the Creditors' Meeting, failing which the original transferor shall have all applicable rights as the "Claimant" with respect to such

Claim as if no transfer of the Claim had occurred. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

32. If a Claimant, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of such, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant in accordance with the provisions of this Order.
33. Neither the Applicants nor the Monitor are under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.

SERVICE AND NOTICE

34. The Monitor and the Applicants may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Order and the Claims Procedure to Claimants, 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 Applicants or set out in such Person's Proof of Claim. Any such service or notice by courier, 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. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

35. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Person to the Monitor 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 Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day:

FTI Consulting, Inc.
Monitor of Quicksilver Resources Canada Inc., et al
Suite 720, 440 – 2nd Avenue S.W.
Calgary, Alberta T2P 5E9

Attention: Ms. Lindsay Shierman

Fax: 403-232-6116
Phone: 403-454-6036
Email: lindsay.shierman@fticonsulting.com

36. 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.
37. In the event that this Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website and such posting shall constitute adequate notice of such amended claims procedure.

SET-OFF

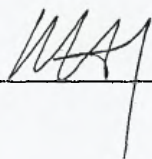
38. The Applicants (or any of them) may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Claimant, any claims of any nature whatsoever that the Applicants (or any of them) may have against such Claimant,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

MISCELLANEOUS

39. Notwithstanding any other provision of this Order, the sending of Notices to Claimant and the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under the Plan.
40. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicants into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims, or any other claims are to be subject to a Plan and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further Order of the Court.
41. In the event no Plan is approved by the Court, the Claims Bar Date and the Restructuring Period Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Claimants.
42. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under any existing Director and Officer insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's and/or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors and/or Officers, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or one or more of the Applicants; provided, however, that nothing in this Order shall create any rights in

favour of such Person 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.

43. 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 Applicants, or any of them, 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 Applicants, or any of them, 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 Monitor in any foreign proceeding, or to assist the Applicants, or any of them, and the Monitor and their respective agents in carrying out the terms of this Order.
44. 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.
45. The Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and direction concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.



J.C.Q.B.A

SCHEDULE "A"

NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS

IN THE MATTER OF THE CCAA PROCEEDINGS OF QUICKSILVER RESOURCES CANADA INC., 0942065 B.C. LTD. AND 0942069 B.C. LTD. collectively, the "APPLICANTS", and each, an "APPLICANT")

PLEASE TAKE NOTICE that this Newspaper Notice to Claimants is being published pursuant to an order of the Honourable Justice K. M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated May 26, 2016 (the "Claims Procedure Order"). All capitalized terms not otherwise defined in this Newspaper Notice to Claimants shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Monitor at <http://cfcanada.fticonsulting.com/QRCI> (the "Monitor's Website").

Any Person who believes he, she, or it has a Claim against any of the Applicants or their Directors or Officers shall submit his, her or its Claim in a Proof of Claim form (which can be found on the Monitor's Website), other than an Excluded Claim (which includes Claims of any Person who provided goods and/or services to any Applicant on or after the Filing Date).

Proof of Claim forms can also be obtained by contacting the Monitor at the address below and providing particulars as to 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.

All Claimants must submit their Proofs of Claim by submitting them to the Applicants care of the Monitor by no later than 5:00 p.m. (Calgary Time) on July 5, 2016 (the "Claims Bar Date") by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission, and all Proofs of Claim must be actually received by the Monitor before the Claims Bar Date, at the following addresses:

FTI Consulting, Inc.
Monitor of Quicksilver Resources Canada Inc., et al
Suite 720, 440 – 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Attention: Ms. Lindsay Shierman
Fax: 403-232-6116
Phone: 403-232-6036
Email lindsay.shierman@fticonsulting.com

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

The publication of this Notice to Claimant, the solicitation of Proofs of Claim by the Monitor or the Applicants, 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 Proceedings or any rights under any Plan filed in respect of any of the Applicants, their Directors or Officers.

SCHEDULE "B"

PROOF OF CLAIM

(See attached for instructions)

IN THE MATTER OF THE CCAA PROCEEDINGS OF QUICKSILVER RESOURCES CANADA INC., 0942065 B.C. LTD. AND 0942069 B.C. LTD. collectively, the "APPLICANTS", and each, an "APPLICANT")

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

All notices or correspondence regarding this claim 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 hardcopies be provided)

☐ Please provide hardcopies 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.

3. Check box the Applicant against whom you make this claim.

☐ Quicksilver Resources Canada Inc.

☐ 0942069 B.C. Ltd.

☐ 0942065 B.C. Ltd.

☐ Directors and Officers

The Applicant or Applicants (check appropriate box(es) above) was or were, at March 8, 2016 (or, for Restructuring Period Claimants, as at the date on which the subject agreement was disclaimed, restructured, terminated or resiliated), and still 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". Claims should not include the value of goods and/or services supplied after March 8, 2016. If a Claimant's claim is to be reduced by deducting any counterclaims to which the CCAA Applicant or Applicants is or are entitled and/or amounts associated with the return of equipment and/or assets by the CCAA Applicant or Applicants, please specify.

The statement of account must specify the evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

4. ☐ A. UNSECURED CLAIM OF \$ _____. That in respect of this claim, the Claimant does not hold and has not held any assets as security.
- ☐ B. SECURED CLAIM OF \$ _____. That in respect of this claim, the Claimant holds assets valued at \$ _____ as security, particulars of which are as follows:

Give full particulars of the security, including the date on which the security was given and the value at which the Claimant assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

5. 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 _____, 2016

Witness

Per: _____

Print name of Claimant:

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

Name: _____

Title: _____

SCHEDULE "C"

INSTRUCTION LETTER

FOR THE CLAIMS PROCEDURE FOR CLAIMANTS (INCLUDING RESTRUCTURING PERIOD CLAIMANTS)

IN THE MATTER OF THE CCAA PROCEEDINGS OF QUICKSILVER RESOURCES CANADA INC., 0942065 B.C. LTD. AND 0942069 B.C. LTD. collectively, the "APPLICANTS", and each, an "APPLICANT")

PLEASE TAKE NOTICE that this Instruction Letter is being sent pursuant to an order of the Honourable Justice K. M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated May 26, 2016 (the "Claims Procedure Order"). All capitalized terms not otherwise defined in this Instruction Letter shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Monitor at <http://cfcanada.fticonsulting.com/QRCI> (the "Monitor's Website").

Claims Procedure

This letter provides instructions for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Procedure is intended for any Person asserting a Claim (other than an Excluded Claim) of any kind or nature whatsoever against any of the Applicants and/or any of their Directors and/or Officers arising before March 8, 2016, or a Restructuring Period Claim arising after March 8, 2016.

If you wish to file a Claim (including a Restructuring Period Claim), you must file a Proof of Claim to avoid the barring and extinguishment of any Claim (or Restructuring Period Claim) which you may have against any of the Applicants and/or any of their Directors and/or Officers.

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

FTI Consulting, Inc.
Monitor of Quicksilver Resources Canada Inc., et al
Suite 720, 440 – 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Attention: Ms. Lindsay Shierman
Fax: 403-232-6116
Phone: 403-232-6036
Email lindsay.shierman@fticonsulting.com

For Claimants Submitting a Proof of Claim (including for a Restructuring Period Claim)

In the case of a Claim other than a Restructuring Period Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and **ensure that it is received by the Monitor by 5:00 p.m.**

(Calgary Time) on July 5, 2016 (the "Claims Bar Date") to avoid the barring and extinguishment of any Claim you may have against any of the Applicants and/or any of their Directors and/or Officers, if any.

In the case of a Restructuring Period Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. on the day that is fifteen (15) Calendar Days after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim (the "Restructuring Period Claims Bar Date"), to avoid the barring and extinguishment of any Restructuring Period Claim you may have against any of the Applicants and/or any of their Directors and/or Officers, if any.

Additional Proof of Claim forms can be found on the Monitor's Website or obtained by contacting the Monitor at the address indicated above and providing particulars as to 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.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM OR RESTRUCTURING PERIOD CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE:

- (A) YOUR CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE APPLICANTS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS AND/OR AS AGAINST ANY OTHER PERSON WHO COULD CLAIM CONTRIBUTION OR INDEMNITY FROM THE APPLICANTS, THEIR DIRECTORS AND THEIR OFFICERS;
- (B) YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT THAT IS ADVANCED ON BEHALF OF THE APPLICANTS OR ANY OF THEM, OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER SUCH A PLAN, IF ANY; AND
- (C) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE APPLICANTS, NOTING, HOWEVER, THAT THE SENDING OF A NOTICE TO CLAIMANT, A NOTICE TO RESTRUCTURING PERIOD CLAIMANT, THE SOLICITATION OF PROOFS OF CLAIM BY THE MONITOR OR THE APPLICANTS 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 PROCEEDINGS OR ANY RIGHTS UNDER ANY PLAN FILED IN RESPECT OF ANY OF THE APPLICANTS, THEIR DIRECTORS OR OFFICERS.

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

IN THE MATTER OF THE CCAA PROCEEDINGS OF QUICKSILVER RESOURCES CANADA INC., 0942065 B.C. LTD. AND 0942069 B.C. LTD. collectively, the "APPLICANTS", and each, an "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 Justice K. M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated May 26, 2016 (the "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 Claims Procedure Order, which is posted on the website of the Monitor, at <http://cfcanada.fticonsulting.com/QRCI> (the "Monitor's Website").

The Monitor has reviewed your Proof of Claim dated _____, 2016, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as a (Voting and/or Distribution) Claim as follows:

Applicable Applicant	Claim per Proof of Claim	Amount Revised/ Disallowed (for Voting/Distribution)	Allowed as (Voting and/or Distribution) 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 day that is **15 Calendar Days** after your receipt of this Notice of Revision or Disallowance, deliver a Notice of Dispute by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the following address:

FTI Consulting, Inc.

Monitor of Quicksilver Resources Canada Inc., et al
Suite 720, 440 – 2nd Avenue S.W.

Calgary, Alberta T2P 5E9

Attention: Ms. Lindsay Shierman

Fax: 403-232-6116

Phone: 403-232-6036

Email lindsay.shierman@fticonsulting.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 a (Voting and/or Distribution) Claim and the Claimant will have those rights set out in the Claims Procedure Order with respect to such (Voting and/or Distribution) Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, you:

- (a) shall be forever barred from making or enforcing any Claim against any of the Applicants, their Directors and their Officers (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance), and all such Claims will be forever extinguished;
- (b) shall not be entitled to vote on (and/or receive any distribution under) any Plan of Arrangement that is advanced on behalf of the Applicants or any of them, or entitled to any further notice or distribution under such a Plan, if any (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance).

Dated at Calgary, Alberta, this _____ day of _____, 2016.

SCHEDULE "E"

**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE OF THE CLAIMANT
(INCLUDING A CLAIMANT WITH A RESTRUCTURING PERIOD CLAIMS) LISTED
HEREIN**

**IN THE MATTER OF THE CCAA PROCEEDINGS OF QUICKSILVER RESOURCES
CANADA INC., 0942065 B.C. LTD. AND 0942069 B.C. LTD. collectively, the
"APPLICANTS", and each, an "APPLICANT")**

By order of the Court of Queen's Bench of Alberta (the "Court") dated May 26, 2016 (as may be amended, restated or supplemented from time to time (the "Claims Procedure Order"), in the proceeding commenced by the Applicants under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the Applicants have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the Claims Procedure Order, with all schedules, may be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/QRCI> (the "Monitor's Website"). Capitalized terms used in this Notice of Dispute not otherwise defined in this letter shall have the meaning given to them in the Claims Procedure Order.

Name of Claimant: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

PLEASE TAKE NOTICE THAT, pursuant to the Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____, 2016 issued by FTI Consulting, Inc., in its capacity as Court-appointed Monitor of the Applicants, 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)

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

Address for Service of Notice of Dispute of Revision or Disallowance:

FTI Consulting, Inc.
Monitor of Quicksilver Resources Canada Inc., et al
Suite 720, 440 – 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Attention: Ms. Lindsay Shierman
Fax: 403-232-6116
Phone: 403-232-6036
Email: lindsay.shierman@fticonsulting.com

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE MONITOR 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 BY 5:00 P.M. (CALGARY TIME) ON THE DAY WHICH IS FIFTEEN CALENDAR DAYS AFTER THE DATE ON WHICH THE NOTICE OF REVISION OR DISALLOWANCE IS ACTUALLY RECEIVED BY YOU.

DATED this ____ day of _____, 2016

Witness

Per: _____

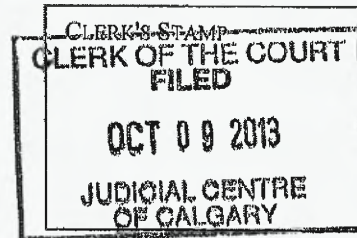
Name of Claimant/Restructuring Period Claimant:

If Claimant/Restructuring Period Claimant is other than an individual, print name and title of authorized signatory

Name: _____

Title: _____

TAB 5



COURT FILE NUMBER 1301 - 11352

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE COMPANIES'**
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF THE BUSINESS
CORPORATIONS ACT, R.S.A. 2000, c. B-9, as
amended

AND IN THE MATTER OF LONE PINE
RESOURCES CANADA LTD., LONE PINE
RESOURCES (HOLDINGS) INC., LONE PINE
RESOURCES INC., WISER OIL DELAWARE, LLC
and WISER DELAWARE LLC

DOCUMENT **CLAIMS PROCEDURE ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, Alberta T2P 4K7

Attention: Chris Simard
Telephone No.: 403-298-4485
Fax No.: 403-265-7219
Client File No.: 68261.10

DATE ON WHICH ORDER WAS PRONOUNCED: October 9, 2013

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mme. Justice Strekaf

I hereby certify this to be a true copy of
the original 9 day of Oct 2013
Dated this 9 day of Oct 2013
for Clerk of the Court

resolution of claims against the Applicants (as defined below) and authorizing and directing the Applicants and the Monitor (as defined below) to administer the said claims procedure in accordance with its terms;

AND UPON having read the Application, the Affidavit of Shane K. Abel sworn October 4, 2013, and the 1st Report of the Monitor dated October 7, 2013, all filed; AND UPON hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Syndicate (as defined below), counsel for holders of the Senior Notes and the Backstop Parties (as defined below), and counsel for other interested parties;

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 is required to have been served with notice of this Application.

DEFINITIONS

2. In this Order:
 - (a) "**Administration Charge**" means the Administration Charge as defined in the Initial Order;
 - (b) "**Agent**" means JP Morgan Chase Bank, N.A., Toronto Branch, in its capacity as agent of the Syndicate;
 - (c) "**Applicants**" means LPR Canada, LPR Holdings, LPRI, Wiser Oil and Wiser Delaware;
 - (d) "**Backstop Parties**" means those Noteholders who are signatories to the Backstop Agreement with the Applicants dated September 24, 2013;
 - (e) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

- (f) **"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;
- (g) **"Calendar Day"** means a day, including Saturday, Sunday and any statutory holidays in the Province of Alberta, Canada;
- (h) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (i) **"CCAA Proceedings"** means the proceedings commenced by the Applicants under the CCAA in the Court, under Action No. 1301-11352;
- (j) **"Claim"** means:
 - (i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicants, or any of them, 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 without limitation, 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, without limitation, any legal, statutory, equitable or fiduciary duty) 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 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, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity 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 prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a debt provable in bankruptcy within the meaning of the BIA had the Applicants become bankrupt on the Filing Date;

- (ii) a Restructuring Period Claim;
- (iii) a D&O Claim;
- (iv) a D&O Indemnity Claim; and
- (v) a Secured Claim;

provided, however, that "Claim" shall not include an Excluded Claim;

- (k) "**Claimant**" means any Person asserting a Claim and includes without limitation the transferee or assignee of a Claim transfer and recognized as a Claimant in accordance with paragraph 39 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;
- (l) "**Claims Bar Date**" means 5:00 p.m. (Calgary time) on November 13, 2013, or any later date ordered by the Court;
- (m) "**Claims Officer**" means any Persons designated by the Court to act as a claims officer pursuant to paragraph 11 of this Order;
- (n) "**Claims Package**" means the materials to be provided by the Monitor to Persons who may have a Claim, which materials shall include a blank Proof of Claim and a Proof of Claim Instruction Letter, and such other materials as the Applicants or the Monitor may consider appropriate or desirable.
- (o) "**Claims Procedure**" means the procedures outlined in this Order, including the Schedules;

- (p) **"Court"** means the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary;
- (q) **"Credit Agreement"** means the Credit Agreement dated March 18, 2011, as amended, among LPRI as parent, LPR Canada as borrower, the Agent, and the Syndicate Members;
- (r) **"Creditors' Meeting"** means any meeting of creditors called for the purpose of considering and voting in respect of the Plan, if one is filed, to be scheduled pursuant to further order of the Court;
- (s) **"Critical Suppliers' Charge"** means the Critical Suppliers' Charge as defined in the Initial Order;
- (t) **"D&O Claim"** means:
 - (i) any right or claim of any Person that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a 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 Person 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, equitable or fiduciary duty) 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 Person 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 prior to the Filing Date, or (B) relates to a time period prior to the Filing Date;

- (u) **"D&O Indemnity Claim"** means any existing or future right of any Director or Officer against any of the Applicants which arose or arises as a result of any Person filing a Proof of Claim in respect of such Director or Officer for which such Director or Officer is entitled to be indemnified by any of the Applicants;
- (v) **"DIP Lender's Charge"** means the DIP Lender's Charge as defined in the Initial Order;
- (w) **"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 any of the Applicants;
- (x) **"Directors' Charge"** means the Directors' Charge as defined in the Initial Order;
- (y) **"Distribution Claim"** means the amount of the Claim of a Claimant as finally determined for distribution purposes, in accordance with the provisions of this Order and the CCAA;
- (z) **"Employee Amounts"** means all outstanding wages, salaries and employee benefits (including employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect

of pension or group savings plans, and other benefits), vacation pay, commissions, bonuses and other incentive payments, termination and severance payments, and employee expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, and all equivalent amounts related to individuals who perform employment-like services for the Applicants as contractors;

(aa) **"Excluded Claim"** shall mean:

- (i) any claim secured by the Administration Charge, the DIP Lender's Charge, the Directors' Charge, the KERP Charge, the Subordinated Advisor Charge or the Critical Suppliers' Charge;
- (ii) any other claim secured by a Court-ordered charge in the CCAA Proceedings arising after the date of this Order;
- (iii) any claim in respect of Employee Amounts;
- (iv) any claim by a Joint Venture Partner, in its capacity as such;
- (v) any claim arising under a contract entered into by any Applicant after the Filing Date or with respect to goods or services provided to any of the Applicants on or after the Filing Date; and
- (vi) any inter-company Claim existing among the Applicants;

(bb) **"Filing Date"** means September 25, 2013;

(cc) **"Governmental Authority"** means a federal, provincial, state, territorial, municipal or other government or government department, agency or authority (including a court of law) having jurisdiction over the Applicants or their business;

(dd) **"Indenture"** has the meaning set forth in paragraph 2 (xx) hereof;

- (ee) **"Indenture Trustee"** means U.S. Bank National Association, in its capacity as trustee in connection with the Senior Notes;
- (ff) **"Initial Order"** means the Initial Order in the CCAA Proceedings granted by the Honourable Madam Justice K.M. Eidsvik granted on the Filing Date;
- (gg) **"Joint Venture Partner"** means any Person who has a working interest or joint ownership interest in any equipment, lands, properties, production, wells, facilities, plants, batteries, infrastructure or other assets associated with the oil and gas exploration business of the Applicants, in which the Applicants also have a working interest or joint ownership interest;
- (hh) **"KERP Charge"** means the KERP Charge as defined in the Initial Order;
- (ii) **"Known Claimant"** means:
 - (i) any Person who, based upon the books and records of the Applicants, was owed monies by any of the Applicants as of the Filing Date and which monies remain unpaid in whole or in part;
 - (ii) any Person who has commenced a legal proceeding in respect of a Claim or D&O Claim or given any of the Applicants written notice of an intention to commence a legal proceeding or a demand for payment in respect of a Claim or D&O Claim, provided that where a lawyer of record has been listed in connection with any such proceedings, the "Known Claimant" for the purposes of any notice required herein or to be given hereunder shall be, in addition to that Person, its lawyer of record;
 - (iii) any Person who was at or prior to the Filing Date party to a material lease, contract, or other agreement or obligation of any of the Applicants entered into on or after January 1, 2011, with respect to which such Person may assert a Claim; and
 - (iv) any Person who is a party to a lease, contract, or other agreement or obligation of any of the Applicants which was restructured, terminated,

repudiated or disclaimed by any of the Applicants between the Filing Date and the date of this Order;

- (jj) **"Monitor"** means PricewaterhouseCoopers Inc., in its capacity as Court-appointed monitor of the Applicants;
- (kk) **"Monitor's Website"** means <http://www.pwc.com/car-lpr>;
- (ll) **"Newspaper Notice to Claimants"** means the notice for publication pursuant to paragraph 25 of this Order, substantially in the form attached as Schedule "A";
- (mm) **"Noteholder"** means a registered or beneficial holder on or after the Filing Date of a Senior Note in that capacity, and, for greater certainty, does not include former registered or beneficial holders of Senior Notes;
- (nn) **"Notice of Dispute of Revision or Disallowance"** means the notice referred to in paragraphs 28 and 33 hereof, substantially in the form attached as Schedule "E" hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, with reasons for its dispute;
- (oo) **"Notice of Revision or Disallowance"** means the notice referred to in paragraphs 28 and 33 hereof, substantially in the form of Schedule "D" advising a Claimant that the Applicants have revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;
- (pp) **"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 any of the Applicants;
- (qq) **"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, Government Authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

- (rr) **"Plan"** means any proposed plan(s) of compromise or arrangement to be filed in respect of the Applicants, or any of them, pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (ss) **"Proof of Claim"** means the Proof of Claim referred to herein, substantially in the form attached as Schedule "B";
- (tt) **"Proof of Claim Instruction Letter"** means the instruction letter to Claimants, substantially in the form attached as Schedule "C" hereto, regarding the completion of a Proof of Claim by a Claimant and the claims procedure described herein;
- (uu) **"Restructuring Period Claim"** means any right or claim of any Person against one or more of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever resulting from the restructuring, disclaimer, resiliation, termination or breach by one or more of the Applicants on or after the Filing Date of any contract, lease, or other agreement, 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;
- (vv) **"Restructuring Period Claims Bar Date"** means seven (7) Calendar Days after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim;
- (ww) **"Secured Claim"** means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicants, or any of them, (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (xx) **"Senior Notes"** means the 10.375% senior notes due 2017 that were issued and were outstanding as of the Filing Date, pursuant to the indenture dated February 14, 2012 among LPR Canada, as issuer, the other Applicants as guarantors, and

the Indenture Trustee (the "**Indenture**"), which Indenture continues to govern the Senior Notes;

- (yy) "**Subordinated Advisor Charge**" means the Subordinated Advisor Charge as defined in the Initial Order;
- (zz) "**Syndicate**" means the syndicate of lenders under the Credit Agreement, in such capacity; and
- (aaa) "**Syndicate Member**" means any lender who is a member of the Syndicate, in its capacity as such.
- (bbb) "**Unknown Claimants**" are Claimants which are not Known Claimants, the Agent, a Syndicate Member, the Indenture Trustee, a Noteholder, or a Claimant with an Excluded Claim.
- (ccc) "**Voting Claim**" means the amount of the Claim of a Claimant as finally determined for voting at the Creditors' Meeting, in accordance with the provisions of this Order and the CCAA.

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 a foreign currency shall be converted to Canadian dollars for purposes of any Plan at the Bank of Canada's noon exchange rate in effect on the Filing Date.

7. Interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claims.
8. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by a Claims Officer or the Court, as the case may be, shall be maintained by the Applicants 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 Applicants or the Monitor.
9. Notwithstanding anything to the contrary in this Order, in respect of any Claim that exceeds \$500,000 as submitted in a Proof of Claim, the Applicants shall consult with counsel to the Backstop Parties prior to: accepting, admitting, settling, resolving, valuing, revising or rejecting such Claim; referring the determination of such Claim to a Claims Officer or the Court; appealing any determination of such Claim by the Claims Officer; or adjourning any Creditors' Meeting on account of a dispute with respect to such Claim.
10. Any Person with an Excluded Claim shall not 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 send a Claims Package to Persons with Excluded Claims.

CLAIMS OFFICER

11. On application of the Applicants (in consultation with the Monitor and counsel to the Backstop Parties), this Court may from time to time appoint one or more Persons as Claims Officers for purposes of the Claims Procedure described herein and in respect of one more Claims to be determined pursuant to the Claims Procedure.
12. Subject to the discretion of the Court, when appointed pursuant to paragraph 11 hereof, a Claims Officer shall determine the validity and amount of the disputed Claims in respect of which it was appointed in accordance with this Order and to the extent necessary may determine whether any such Claim or part thereof constitutes an Excluded Claim. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be

adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

13. Notwithstanding anything to the contrary herein, an Applicant may with the consent of the Monitor and, if applicable pursuant to paragraph 9 hereof, in consultation with counsel to the Backstop Parties, refer a Claim for resolution to a Claims Officer or to the Court for voting and/or distribution purposes, where in the Applicant's view such a referral is preferable or necessary for the resolution or the valuation of the Claim.

MONITOR'S ROLE

14. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of the claim procedure provided for herein, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.
15. 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 willful misconduct on its part;
 - (c) be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, 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 willful misconduct on its part.
16. The Applicants and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered

hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms and to request any further documentation from a Person that the Applicants or the Monitor may require in order to enable them to determine the validity of a Claim.

CLAIMS PROCEDURE FOR SYNDICATE MEMBERS

17. Notwithstanding any other provision of this Order, the Agent and the Syndicate Members are not required to file a Proof of Claim in respect of Claims pertaining to the Credit Agreement, and the Applicants shall not be required to send a Claims Package or a Notice of Claim to the Agent or any Syndicate Member. The Applicants and the Monitor may disregard any Proofs of Claim filed by the Agent or any Syndicate Member claiming debt pursuant to the Credit Agreement, and any such Proofs of Claim shall be ineffective for all purposes.
18. Within seven (7) Business Days of the date of this Order, the Applicants shall send to the Agent (as representative of the Syndicate Members' Voting Claim), with a copy to counsel to the Agent (Norton Rose Fulbright Canada LLP), a notice stating the accrued amounts owing directly by each of the Applicants under the Credit Agreement and the guarantees executed by the Applicants in respect of the Credit Agreement (including, in each case, principal and accrued interest thereon) up to the Filing Date (plus any amounts that became due under the Credit Agreement after the Filing Date, as a result of the termination of eligible financial contracts). The Agent shall confirm whether such amounts are accurate to the Monitor within fifteen (15) Calendar Days of receipt of the Applicants' notice. If such amounts are confirmed by the Agent, or in the absence of any response by the Agent within fifteen (15) Calendar Days of receipt of the Applicants' notice, such amounts shall be deemed to be the accrued amounts owing directly by each of the Applicants under the Credit Agreement and the guarantees executed by the Applicants in respect of the Credit Agreement for the purposes of voting and for the purposes of distributions under the Plan, unless the amounts of such Claims are otherwise agreed to in writing by the Applicants, the Agent and the Backstop Parties, in which case such agreement shall govern. If the Agent indicates that it cannot confirm the accrued

amounts owing directly by each of the Applicants under the Credit Agreement and the guarantees executed by the Applicants in respect of the Credit Agreement, such amounts shall be determined by the Court for the purposes of voting and distributions under the Plan, unless the amount of such Claims are otherwise agreed to in writing by the Applicants, the Agent and the Backstop Parties, in which case such agreement shall govern.

CLAIMS PROCEDURE FOR NOTEHOLDERS

19. Notwithstanding any other provision of this Order, the Indenture Trustee and the Noteholders are not required to file a Proof of Claim in respect of Claims pertaining to the Senior Notes, and the Applicants shall not be required to send a Claims Package or a Notice of Claim to the Indenture Trustee or any Noteholder. The Applicants and the Monitor may disregard any Proofs of Claim filed by the Indenture Trustee or any Noteholder claiming debt pursuant to the Senior Notes, and any such Proofs of Claim shall be ineffective for all purposes.
20. Within seven (7) Business Days of the date of this Order, the Applicants shall send to the Indenture Trustee (as representative of the Noteholders' Voting Claim), with a copy to counsel to the Backstop Parties (Goodmans LLP), a notice stating the accrued amounts owing directly by each of the Applicants under the Indenture and the guarantees executed by the Applicants in respect of the Senior Notes (including, in each case, principal and accrued interest thereon) up to the Filing Date. The Indenture Trustee shall confirm whether such amounts are accurate to the Monitor within fifteen (15) Calendar Days of receipt of the Applicants' notice. If such amounts are confirmed by the Indenture Trustee, or in the absence of any response by the Indenture Trustee within fifteen (15) Calendar Days of receipt of the Applicants' notice, such amounts shall be deemed to be the accrued amounts owing directly by each of the Applicants under the Indenture and the guarantees executed by the Applicants in respect of the Senior Notes for the purposes of voting and for the purposes of distributions under the Plan, unless the amounts of such Claims are otherwise agreed to in writing by the Applicants, the Backstop Parties, and the Indenture Trustee, in which case such agreement shall govern. If the Indenture Trustee indicates that it cannot confirm the accrued amounts owing directly by each of the

Applicants under the Indenture and the guarantees executed by the Applicants in respect of the Senior Notes, such amounts shall be determined by the Court for the purposes of voting and distributions under the Plan, unless the amount of such Claims are otherwise agreed to in writing by the Applicants, the Backstop Parties and the Indenture Trustee, in which case such agreement shall govern.

CLAIMS PROCEDURE FOR KNOWN CLAIMANTS

(i) Disclaimers and Resiliations

21. Any action taken by the Applicants to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, must occur on or before the day that is ten (10) Calendar Days prior to the date of the Creditors' Meeting. Any notices of disclaimer or resiliation delivered to Claimants in connection with the foregoing shall be accompanied by a Claims Package.
22. Any Claimant that wishes to assert a Restructuring Period Claim must return a completed Proof of Claim to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the Restructuring Period Claims Bar Date.

(ii) Notice of Claims to Known Claimants

23. The Monitor shall send a Claims Package to each of the Known Claimants by prepaid ordinary mail before 11:59 p.m. on October 16, 2013.

CLAIMS PROCEDURE FOR UNKNOWN CLAIMANTS

(i) Notice of Claims

24. The Monitor will cause the Newspaper Notice to Claimants to be published on two separate dates prior to October 18, 2013 in each of the New York Times, the Calgary Herald and the Globe and Mail (National Edition). The Monitor will also post electronic copies of the Newspaper Notice to Claimants, the Proof of Claim, and this Order on the Monitor's Website as soon as practically possible after the date on which this Order is granted.

25. In addition, the Monitor shall send a Claims Package to any Unknown Claimant who requests these documents. Any such Unknown Claimant must return a completed Proof of Claim to the Monitor by no later than the Claims Bar Date.

CLAIMS BAR DATE, ADJUDICATION AND RESOLUTION OF CLAIMS

(i) Barring of Claims

26. Any Claimant that does not return a Proof of Claim to the Monitor by the Claims Bar Date (or, for a Claimant asserting a Restructuring Period Claim, by the Restructuring Period Claims Bar Date), unless otherwise ordered by the Court, shall:
- (a) not be entitled to vote at any Creditor's Meeting;
 - (b) not be entitled to receive any distribution under any Plan;
 - (c) not be entitled to any further notice in, and shall not be entitled to participate as a Claimant or creditor in, the CCAA Proceedings in respect of such Claim;
 - (d) be forever barred from making or enforcing any such Claim against any of the Applicants, their Directors and their Officers, and all such Claims will be forever extinguished and barred without any further act or notification by the Applicants; and
 - (e) be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from the Applicants, their Directors and their Officers, or any of them and all such Claims will be forever extinguished and barred without any further act or notification by the Applicants.

(ii) Adjudication of Claims

27. The Applicants and the Monitor shall review all Proofs of Claim received by the Claims Bar Date and shall accept, revise or reject the amount of each Claim set out therein for voting and/or distribution purposes. The Applicants or the Monitor shall by no later than 11:59 p.m. on November 29, 2013, 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

for voting purposes (and for distribution purposes, if the Applicants elect to do so), and the reasons therefor, by sending a Notice of Revision or Disallowance. Where the Applicants do not send by such date a Notice of Revision or Disallowance to a Claimant, the Applicants shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim as a Voting Claim for voting purposes only, which shall be deemed to be that Claimant's Voting Claim. The Applicants shall take each of the foregoing steps in accordance with paragraph 9 hereof, as applicable.

28. Any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor by no later than 5:00 p.m. on the date that is ten (10) Calendar Days after receipt of the Notice of Revision or Disallowance.

(iii) Resolution of Claims

29. Where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 27 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28 above, the value of such Claimant's Voting Claim or Distribution Claim (if the Notice of Revision or Disallowance dealt with the Distribution Claim) shall be deemed to be as set out in the Notice of Revision or Disallowance.
30. In the event that an Applicant, with the assistance of the Monitor (and in consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof), is unable to resolve a dispute regarding any Voting Claim with a Claimant, the Applicant or the Claimant shall so notify the Monitor, and the Claimant or the Applicant, as the case may be. The decision as to whether the Claimant's Voting Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Applicant (subject to consultation with the Monitor and counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof); provided, however that to the extent a Claim is referred under this paragraph to the Court or a Claims Officer, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Claimant's Voting Claim may be settled by the Claimant and the Applicant (in consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof) without prejudice to a

future hearing by the Court or a Claims Officer to determine the Claimant's Distribution Claim). Thereafter, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the Applicant and such Claimant, and in any event, it is anticipated that the Court or a Claims Officer shall, by no later two (2) Calendar Days prior to the date of the Creditors' Meeting, notify the Applicant, such Claimant and the Monitor (and counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof) of the determination of the value of the Claimant's Voting Claim and Distribution Claim. Such determination of the value of the Voting Claim and Distribution Claim by the Court or the Claims Officer shall be deemed to be the Claimant's Voting Claim and Distribution Claim for voting and distribution purposes.

31. Where the value of a Claimant's Voting Claim has not been finally determined by the Court or the Claims Officer by the date of the Creditors' Meeting, the relevant Applicant shall (in consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof) either:
 - (a) accept the Claimant's determination of the value of the Voting Claim as set out in the applicable Notice of Dispute of Revision or Disallowance only for the purposes of voting and conduct the vote of the creditors on that basis subject to a final determination of such Claimant's Voting Claim, and in such case the Monitor shall record separately the value of such Claimant's Voting Claim and whether such Claimant voted in favour of or against the Plan;
 - (b) adjourn the Creditors' Meeting until a final determination of the Voting Claim(s) is made; or
 - (c) deal with the matter as the Court may otherwise direct or as the relevant Applicant, the Monitor and the Claimant (and in consultation with counsel to the Backstop Parties, if applicable pursuant to paragraph 9 hereof) may otherwise agree.
32. The Applicants, with the assistance of the Monitor, shall review and consider all Proofs of Claim filed in accordance with this Claims Procedure Order, in order to determine the Distribution Claims. The relevant Applicants or the Monitor shall notify each Claimant

who filed a Proof of Claim and who did not receive a Notice of Revision or Disallowance for distribution purposes pursuant to paragraph 27 hereof as to whether such Claimant's Claim as set out in such Claimant's Proof of Claim has been revised or rejected for distribution purposes, and the reasons therefor, by delivery of a Notice of Revision or Disallowance. Where the relevant Applicants or the Monitor do not send a Notice of Revision or Disallowance for distribution purposes to a Claimant, the relevant Applicants and the Monitor shall be deemed to have accepted the amount of such Claimant's Claim as set out in such Claimant's Proof of Claim as such Claimant's Distribution Claim. The Applicants shall take each of the foregoing steps in accordance with paragraph 9 hereof, as applicable.

33. Any Claimant who intends to dispute a Notice of Revision or Disallowance for distribution purposes shall no later than ten (10) Calendar Days after receiving the notice referred to in paragraph 32, deliver a Notice of Dispute of Revision or Disallowance to the Monitor.
34. Where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 32 above does not return a Notice of Dispute of Revision or Disallowance for distribution purposes to the Monitor by the time set out in paragraph 33 above, the value of such Claimant's Distribution Claim shall be deemed to be as set out in the Notice of Revision or Disallowance for distribution purposes and the Claimant will be barred from disputing or appealing same.
35. In the event that an Applicant (in consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof) is unable to resolve a dispute with a Claimant regarding any Distribution Claim, the Applicant or the Claimant shall so notify the Monitor, and the Claimant or the Applicant, as the case may be. The decision as to whether the Claimant's Distribution Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Applicant (subject to consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof). Thereafter, the Court or a Claims Officer shall resolve the dispute between the Applicant and such Claimant.

36. Either a Claimant or an Applicant (subject to consultation with counsel to the Backstop Parties, as applicable pursuant to paragraph 9 hereof) may, within seven (7) Calendar Days of notification of a Claims Officer's determination of the value of a Claimant's Voting Claim or Distribution Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing *de novo*.
37. If neither party appeals the determination of value of a Voting Claim or Distribution Claim by a Claims Officer within the time set out in paragraph 36 above, the decision of the Claims Officer in determining the value of a Claimant's Voting Claim or Distribution Claim shall be final and binding upon the relevant Applicant, the Monitor and the Claimant for voting and distribution purposes and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Voting Claim or Distribution Claim.

NOTICE OF TRANSFEREES

38. If, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Applicants nor the Monitor shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant Applicant and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the relevant Applicant and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which any Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the

Applicants. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor no later than ten (10) Business Days prior to the date to be fixed by the Court for the Creditors' Meeting, failing which the original transferor shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

39. If a Claimant, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of such, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant in accordance with the provisions of this Order.
40. Neither the Applicants nor the Monitor are under any obligation to give notice to any Person other than a Claimant holding a Claim and shall have no obligation to give notice to any Person holding a security interest, lien or charge in, or a pledge or assignment by way of security in, a Claim as applicable in respect of any Claim.

SERVICE AND NOTICE

41. The Monitor and the Applicants may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Order and the Claims Procedure to Claimants, 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 Applicants or set out in such

Person's Proof of Claim. Any such service or notice by courier, 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. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

42. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Person to the Monitor 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 Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day:

PricewaterhouseCoopers Inc.
Monitor of Lone Pine Resources Inc. et al
3100, 111 - 5th Avenue S.W.
Calgary, Alberta
T2P 5L3

Attention: Susan Shabluk

Fax: 403-781-1825
Phone: 403-509-7366
Email: susan.l.shabluk@ca.pwc.com

43. 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.

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

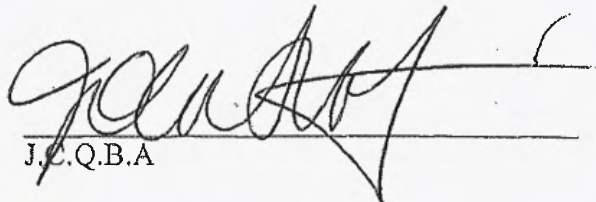
SET-OFF

45. The Applicants (or any of them) may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Claimant, any claims of any nature whatsoever that the Applicants (or any of them) 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 Applicants (or any of them) of any such claim that the Applicants may have against such Claimant.

MISCELLANEOUS

46. Notwithstanding any other provision of this Order, the sending of Notices to Claimant and the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under the Plan. Notwithstanding any other provision of this Order, the Applicants shall not oppose counsel to the Backstop Parties or the Indenture Trustee seeking standing in any proceedings before this Court, a Claims Officer or otherwise in respect of the determination of any Claims in excess of \$500,000.
47. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicants into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims, or any other claims are to be subject to a Plan and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further Order of the Court.
48. In the event that no Plan is approved by the Court, the Claims Bar Date and the Restructuring Period Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Claimants.

49. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under any existing Director and Officer insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's and/or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors and/or Officers; whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or one or more of the Applicants; provided, however, that nothing in this Order shall create any rights in favour of such Person 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.
50. 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 Applicants, or any of them, 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 Applicants, or any of them, 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 LPR Canada in any foreign proceeding, or to assist the Applicants, or any of them, and the Monitor and their respective agents in carrying out the terms of this Order.
51. 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.
52. The Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and direction concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.


J.C.Q.B.A.

SCHEDULE "A"

NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS

IN THE MATTER OF THE CCAA PROCEEDINGS OF LONE PINE RESOURCES CANADA LTD., LONE PINE RESOURCES (HOLDINGS) INC., LONE PINE RESOURCES INC., WISER OIL DELAWARE, LLC AND WISER DELAWARE LLC (collectively, the "APPLICANTS", and each, an "APPLICANT")

PLEASE TAKE NOTICE that this Newspaper Notice to Claimants is being published pursuant to an order of the Honourable Justice J. Strekaf of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated October 9, 2013 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined in this Newspaper Notice to Claimants shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Monitor at <http://www.pwc.com/car-lpr> (the "**Monitor's Website**").

Any Person who believes he, she, or it has a Claim against any of the Applicants or their Directors or Officers shall submit his, her or its Claim in a Proof of Claim form (which can be found on the Monitor's Website), other than an Excluded Claim (which includes Claims of any Person who provided goods and/or services to any Applicant on or after the Filing Date).

Proof of Claim forms can also be obtained by contacting the Monitor at the address below and providing particulars as to 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.

All Claimants must submit their Proofs of Claim by submitting them to the Applicants care of the Monitor by no later than 5:00 p.m. (Mountain Time) on November 13, 2013 (the "Claims Bar Date**") by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission, and all Proofs of Claim must be actually received by the Monitor before the Claims Bar Date, at the following addresses:**

PricewaterhouseCoopers Inc.
Court-appointed Monitor of Lone Pine Resources Inc. et al.
#3100, 111 - 5 Avenue SW
Calgary, AB T2P 5L3
Attention: Susan Shabluk
Telephone: (403) 509-7366
Fax: (403) 781-1825
Email: susan.l.shabluk@ca.pwc.com

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

The publication of this Notice to Claimant, the solicitation of Proofs of Claim by the Monitor or the Applicants, 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 Proceedings or any rights under any Plan filed in respect of any of the Applicants, their Directors or Officers.

SCHEDULE "B"

PROOF OF CLAIM

(See attached for instructions)

IN THE MATTER OF THE CCAA PROCEEDINGS OF LONE PINE RESOURCES CANADA LTD., LONE PINE RESOURCES (HOLDINGS) INC., LONE PINE RESOURCES INC., WISER OIL DELAWARE, LLC AND WISER DELAWARE LLC (collectively, the "APPLICANTS", and each, an "APPLICANT")

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

All notices or correspondence regarding this claim 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 hardcopies be provided)

☐ Please provide hardcopies 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.

3. Check box the Applicant against whom you make this claim.

- | | |
|--|---|
| ☐ Lone Pine Resources Canada Ltd. | ☐ Lone Pine Resources Inc. |
| ☐ Lone Pine Resources (Holdings) Inc. | ☐ Wiser Delaware LLC |
| ☐ Wiser Oil Delaware, LLC | ☐ Directors and Officers |

The Applicant or Applicants (check appropriate box(es) above) was or were, at September 25, 2013 (or, for Restructuring Period Claimants, as at the date on which the subject agreement was disclaimed, restructured, terminated or resiliated), and still 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". Claims should not include the value of goods and/or services supplied after September 25, 2013. If a Claimant's claim is to be reduced by deducting any counterclaims to which the CCAA Applicant or Applicants is or are entitled and/or amounts associated with the return of equipment and/or assets by the CCAA Applicant or Applicants, please specify.

The statement of account must specify the evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

4. ☐ A. UNSECURED CLAIM OF \$ _____. That in respect of this claim, the Claimant does not hold and has not held any assets as security.
- ☐ B. SECURED CLAIM OF \$ _____. That in respect of this claim, the Claimant holds assets valued at \$ _____ as security, particulars of which are as follows:

Give full particulars of the security, including the date on which the security was given and the value at which the Claimant assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

5. 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 _____, 2013

Witness

Per: _____

- 3 -

Print name of Claimant:

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

Name: _____

Title: _____

SCHEDULE "C"

INSTRUCTION LETTER

FOR THE CLAIMS PROCEDURE FOR CLAIMANTS (INCLUDING RESTRUCTURING PERIOD CLAIMANTS)

IN THE MATTER OF THE CCAA PROCEEDINGS OF LONE PINE RESOURCES CANADA LTD., LONE PINE RESOURCES (HOLDINGS) INC., LONE PINE RESOURCES INC., WISER OIL DELAWARE, LLC AND WISER DELAWARE LLC (collectively, the "APPLICANTS", and each, an "APPLICANT")

PLEASE TAKE NOTICE that this Instruction Letter is being sent pursuant to an order of the Honourable Justice Strekaf of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated October 9, 2013 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined in this Instruction Letter shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Monitor, at <http://www.pwc.com/car-lpr>.

Claims Procedure

This letter provides instructions for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Procedure is intended for any Person asserting a Claim (other than an Excluded Claim) of any kind or nature whatsoever against any of the Applicants and/or any of their Directors and/or Officers arising before September 25, 2013, or a Restructuring Period Claim arising after September 25, 2013.

If you wish to file a Claim (including a Restructuring Period Claim), you must file a Proof of Claim to avoid the barring and extinguishment of any Claim (or Restructuring Period Claim) which you may have against any of the Applicants and/or any of their Directors and/or Officers.

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

PricewaterhouseCoopers Inc.
Court-appointed Monitor of Lone Pine Resources Inc. et al.
#3100, 111 - 5 Avenue SW
Calgary, AB T2P 5L3
Attention: Susan Shabluk
Telephone: (403) 509-7366
Fax: (403) 781-1825
Email: susan.l.shabluk@ca.pwc.com

For Claimants or Restructuring Period Claimants Submitting a Proof of Claim

In the case of a Claim other than a Restructuring Period Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Mountain Time) on November 13, 2013 (the "Claims Bar Date") to avoid the barring and extinguishment of any Claim you may have against any of the Applicants and/or any of their Directors and/or Officers, if any.

In the case of a Restructuring Period Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. on the day that is 7 Calendar Days after after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim (the "Restructuring Period Claims Bar Date"), to avoid the barring and extinguishment of any Restructuring Period Claim you may have against any of the Applicants and/or any of their Directors and/or Officers, if any.

Additional Proof of Claim forms can be found on the Monitor's Website or obtained by contacting the Monitor at the address indicated above and providing particulars as to 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 file and ensure the name of the file is [legal name of creditor]poc.pdf.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM OR RESTRUCTURING PERIOD CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING PERIOD CLAIMS BAR DATE:

- (A) YOUR CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE APPLICANTS AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS AND/OR AS AGAINST ANY OTHER PERSON WHO COULD CLAIM CONTRIBUTION OR INDEMNITY FROM THE APPLICANTS, THEIR DIRECTORS AND THEIR OFFICERS;
- (B) YOU SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT THAT IS ADVANCED ON BEHALF OF THE APPLICANTS OR ANY OF THEM, OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER SUCH A PLAN, IF ANY; AND
- (C) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE APPLICANTS, NOTING, HOWEVER, THAT THE SENDING OF A NOTICE TO CLAIMANT, A NOTICE TO RESTRUCTURING PERIOD CLAIMANT, THE SOLICITATION OF PROOFS OF CLAIM BY THE MONITOR OR THE APPLICANTS 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 PROCEEDINGS OR ANY RIGHTS UNDER ANY PLAN FILED IN RESPECT OF ANY OF THE APPLICANTS, THEIR DIRECTORS OR OFFICERS.

SCHEDULE "D"

NOTICE OF REVISION OR DISALLOWANCE

IN THE MATTER OF THE CCAA PROCEEDINGS OF LONE PINE RESOURCES CANADA LTD., LONE PINE RESOURCES (HOLDINGS) INC., LONE PINE RESOURCES INC., WISER OIL DELAWARE, LLC AND WISER DELAWARE LLC (collectively, the "APPLICANTS", and each, an "APPLICANT")

TO: [insert name and address of Claimant or Restructuring Period Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent pursuant to an order of the Honourable Justice Strekaf of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary, dated October 9, 2013 (the "**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 Claims Procedure Order, which is posted on the website of the Monitor, at <http://www.pwc.com/car-lpr>.

The Monitor has reviewed your Proof of Claim dated _____, 2013, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as a (Voting and/or Distribution) Claim as follows:

Applicable Applicant	Claim per Proof of Claim	Amount Revised/ Disallowed (for Voting/Distribution)	Allowed as (Voting and/or Distribution) Claim
	\$	\$	\$

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Mountain Time) on the day that is 10 days after your receipt of this Notice of

Revision or Disallowance, deliver a Notice of Dispute of Revision or Disallowance by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission to the following address:

PricewaterhouseCoopers Inc.
Court-appointed Monitor of Lone Pine Resources Inc. et al.
#3100, 111 - 5 Avenue SW
Calgary, AB T2P 5L3
Attention: Susan Shabluk
Telephone: (403) 509-7366
Fax: (403) 781-1825
Email: susan.l.shabluk@ca.pwc.com

Any Claimant who fails to deliver a Notice of Dispute of Revision or Disallowance by the date 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 a (Voting and/or Distribution) Claim and the Claimant will have those rights set out in the Claims Procedure Order with respect to such (Voting and/or Distribution) Claim.

If you do not deliver a Notice of Dispute of Revision or Disallowance by the deadline stated above, you:

- (a) shall be forever barred from making or enforcing any Claim against any of the Applicants, their Directors and their Officers (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance), and all such Claims will be forever extinguished;
- (b) shall not be entitled to vote on (and/or receive any distribution under) any Plan of Arrangement that is advanced on behalf of the Applicants or any of them, or entitled to any further notice or distribution under such a Plan, if any (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance).

Dated at Calgary, Alberta, this _____ day of _____, 2013.

SCHEDULE "E"

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE OF THE CLAIMANT (INCLUDING RESTRUCTURING PERIOD CLAIMANT) LISTED HEREIN

IN THE MATTER OF THE CCAA PROCEEDINGS OF LONE PINE RESOURCES CANADA LTD., LONE PINE RESOURCES (HOLDINGS) INC., LONE PINE RESOURCES INC., WISER OIL DELAWARE, LLC AND WISER DELAWARE LLC (collectively, the "APPLICANTS", and each, an "APPLICANT")

By order of the Court of Queen's Bench of Alberta (the "Court") dated October 9, 2013 (as may be amended, restated or supplemented from time to time (the "Claims Procedure Order")), in the proceeding commenced by the Applicants under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the Applicants have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the Claims Procedure Order, with all schedules, may be found on the Monitor's website at: <http://www.pwc.com/car-lpr> (the "Monitor's Website"). Capitalized terms used in this letter not otherwise defined in this letter shall have the meaning given to them in the Claims Procedure Order.

Name of Claimant: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

PLEASE TAKE NOTICE THAT, pursuant to the Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____, 2013 issued by PricewaterhouseCoopers Inc., in its capacity as Court-appointed Monitor of the Applicants, 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)

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

Address for Service of Notice of Dispute of Revision or Disallowance:

PricewaterhouseCoopers Inc.
Court-appointed Monitor of Lone Pine Resources Inc. et al.
#3100, 111 - 5 Avenue S.W.
Calgary, AB T2P 5L3
Attention: Susan Shabluk
Telephone: (403) 509-7366
Fax: (403) 781-1825
Email: susan.l.shabluk@ca.pwc.com

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE MONITOR 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 BY 5:00 P.M. (MOUNTAIN TIME) ON THE DAY WHICH IS TEN DAYS AFTER THE DATE ON WHICH THE NOTICE OF REVISION OR DISALLOWANCE IS ACTUALLY RECEIVED BY YOU.

DATED this ____ day of _____, 2013

Witness

Per: _____

Name of Claimant/Restructuring Period Claimant:

If Claimant/Restructuring Period Claimant is other than an individual, print name and title of authorized signatory

Name: _____

Title: _____