Form 49
[Rule 13.19]

COURT FILE NO.	1601-06131	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	CLERK OF THE COURT FILED JAN - 3 2017 JUDICIAL CENTRE OF CALGARY
JUDICIAL CENTRE	CALGARY	
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED**	
DOCUMENT	**AFFIDAVIT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Suite 1250, Millennium Tower 440 - 2nd Avenue SW Calgary, Alberta T2P 5E9 Attn: Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com	

AFFIDAVIT NO. 7 OF MERLE JOHNSON
Sworn on January 3, 2017

I, Merle Johnson, of Calgary, Alberta, **SWEAR AND SAY THAT:**

1. I am the Chief Executive Officer and a director of Connacher Oil and Gas Limited ("**Connacher**"). As such I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be based on information and belief, in which case I do verily believe the same to be true.

2. I previously swore an affidavit in this proceeding on May 16, 2016 (the "**First Affidavit**"), a second affidavit on May 30, 2016, a third affidavit on August 2, 2016, a fourth affidavit on August 15, 2016, a fifth affidavit on September 6, 2016, and a sixth affidavit on November 7, 2016. Where I use capitalized terms in this Affidavit No. 7, but do not define them, I intend them to have the meaning given to them in the First Affidavit.

3. I make this Affidavit No. 7 in support of an application for an Order extending, until June 30, 2017, the stay of proceedings contained in the Initial Order granted by this Honourable Court on May 17, 2016 (the "**Initial Order**") and subsequently extended on June 10, 2016, August 10, 2016, September 13, 2016 and most recently on November 14, 2016 to January 13, 2017 (the "**Stay Period**");

4. I am advised by the Monitor and do verily believe that the Monitor supports this application. Further, I am advised by counsel for the Interim Financing Agent and First Lien Agent (each as defined in the Initial Order) and do verily believe that the Interim Financing Agent and First Lien Agent also support this application.

5. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.

I. ACTIVITIES TO DATE

6. Since the commencement of this CCAA proceeding, Connacher has been actively engaged in advancing the restructuring proceedings for the benefit of all stakeholders. Connacher has taken, and continues to take, significant steps to advance the restructuring, including but not limited to:

   (a) Cooperating with the Monitor to facilitate its monitoring of Connacher's business and operations;

   (b) Communicating, in some cases extensively, with various stakeholder groups and their advisors, including the Interim Financing Agent, the Interim Lenders, the First Lien Agent, equipment lessors/financiers, suppliers, trade creditors, employees, contractors and others;

   (c) Entering into the Interim Financing Credit Agreement (as defined in the Initial Order) along with certain amendments thereto (as discussed in greater detail below) with the Interim Lenders and receiving funding thereunder;

   (d) Working with the Monitor to pursue the sale and investment solicitation process which was approved by this Honourable Court on May 17, 2016, a copy of which is attached to the Initial Order as Schedule "A" (the "**SISP**"), including as detailed further below;

   (e) Preparing and sending disclaimer notices for certain contracts, including in respect of Connacher's head office lease;

   (f) Negotiating lease arrangements for new head office space;

   (g) Working with the Monitor to administer the Claims Procedure, as set out in the Claims Procedure Order granted by this Honourable Court on August 24, 2016, including reviewing and analyzing claims submitted in the Claims Procedure;

   (h) Working with the Monitor and Interim Lenders to evaluate all potential exit strategies that can maximize stakeholder value; and

   (i) Continuing to operate and manage Connacher's business in the ordinary course subject to the terms of the Initial Order.

II. UPDATE ON SISP AND RESTRUCTURING

7. Following the initial application in this proceeding, Connacher, the Monitor and their advisors worked diligently to implement the SISP. The formal marketing process for the SISP began on May 18, 2016, immediately following entry of the Initial Order.

8. Connacher received interest in the SISP from various types of parties, including industry participants and financial parties. Connacher and the Monitor worked closely to ensure that information was made available to potential bidders in a timely and efficient manner, in order to encourage active participation in the process.

9. On June 24, 2016, Connacher extended the Phase I Bid Deadline (receipt of non-binding letters of intent) to July 14, 2016.

10. Following the revised Phase I Bid Deadline, the Monitor and Connacher received multiple non-binding letters of intent in connection with the SISP. Connacher reviewed and assessed the non-binding letters of intent received, consulted with the Consultation Parties (as defined in the SISP) in respect of those bids, and determined to proceed to Phase II of the SISP.

11. Connacher thereafter received multiple bids in Phase II of the SISP. As required pursuant to the terms of the SISP, Connacher engaged with the Interim Lenders and the other Consultation Parties with respect to the bids received. Following such consultation, certain focused discussions continued with select parties with a view to exploring transaction opportunities. However, the Interim Lenders were opposed to acting on the results of the SISP at this time given the positive change in market conditions for Connacher.

12. Connacher intends to continue to pursue potential transaction opportunities during the proposed extended Stay Period and believes that improved market conditions should enhance those opportunities and Connacher's ability to implement the value maximizing Strategic Options (defined below) described herein.

13. On November 30, 2016, the Organization of Petroleum Exporting Countries decided to cut oil production (the "**OPEC Decision**") which has resulted in a rebound in oil prices and a more favourable economic environment when compared to the oil price levels that existed at certain critical points in the SISP.

14. The current price rebound has temporarily assisted Connacher's liquidity and has also presented opportunities for strategic transactions or a sale, long-term contract negotiations and hedging opportunities that were not previously available or economical (the "**Strategic Options**").

15. Connacher intends to use the requested extended Stay Period to identify and implement appropriate value maximizing Strategic Options, which Connacher believes will further enhance the prospects of securing and implementing a viable exit from the CCAA proceedings.

16. In addition, during the extended Stay Period (if granted) Connacher will dual-track its efforts at a viable exit strategy through continued discussions with the Interim Lenders in an effort to develop a creditor-sponsored alternative to a sale transaction.

III. INTERIM FINANCING CREDIT AGREEMENT

17. The Interim Lenders have continued to support Connacher in its restructuring efforts. In that regard, as detailed in my affidavit sworn on November 7, 2016, on October 26,

2016, Connacher and the Interim Lenders entered into a Waiver, Approval and Modification Agreement (the "**First Amendment Agreement**") pursuant to which the Interim Lenders agreed, among other things to provide an additional US$5,021,164.00 of availability (the "**Additional Availability**") under the Interim Financing Credit Facility (as defined in the Initial Order).

18. The Additional Availability was contemplated in the Interim Financing Credit Facility approved by this Honourable Court in the Initial Order and Connacher's total borrowings remain within the US$20 million principal amount cap contained in paragraph 33 of the Initial Order.

19. On December 16, 2016, Connacher and the Interim Lenders entered into an approval and modification agreement # 2 (the "**Second Amendment Agreement**"). The Second Amendment Agreement extends the maturity date under the Interim Financing Credit Agreement from May 17, 2016 to December 31, 2017 and amends certain provisions in order to permit Connacher to implement Strategic Options in light of current market conditions and opportunities.

20. Specifically, the Second Amendment Agreement provides Connacher with greater flexibility during the extended Stay Period to enter into hedging agreements and long-term contracts to capitalize on current pricing improvements by (i) increasing permitted hedging from 50% of Connacher's production (as contained in the original Interim Financing Credit Agreement) to 100% of Connacher's production and (ii) increasing permitted forward sales and/or supply contracts from a maximum of three months (as contained in the First Amendment Agreement) to a maximum of 12 months.

21. Attached as **Exhibit "A"** to this Affidavit No. 7 is a copy of a press release issued by Connacher in connection with the Second Amendment Agreement along with a redacted copy of the Second Amendment Agreement which was filed on SEDAR.

IV. STAY EXTENSION

22. As noted above, with the assistance of the Monitor, Connacher intends to use the extended Stay Period (if granted) to identify and implement available Strategic Options and to best position itself to ultimately implement value maximizing sale and/or restructuring transactions that will facilitate an exit from the CCAA proceedings.

23. Based on Connacher's current cash flow projections, Connacher will have sufficient liquidity through at least the proposed extension of the Stay Period. An updated cash flow projection for the period covering the proposed extension of the Stay Period will be attached to the Sixth Report of the Monitor.

24. While Connacher and the Interim Lenders remain focused on exiting the CCAA proceeding as soon as practicable, the extension of the Stay Period will allow Connacher to implement the Strategic Options and continue to pursue restructuring and/or sale opportunities while avoiding the costs of returning to Court for multiple Stay Period extensions in the interim.

25. I believe that Connacher has been acting in good faith and with due diligence in these proceedings and that the proposed extension of the Stay Period is in the best interests of Connacher and its stakeholders.

26. As noted above, each of the Monitor, the Interim Financing Agent and the First Lien Agent support an extension of the Stay Period to June 30, 2017.

SWORN before me at the City of Calgary, in the Province of Alberta, on January 3, 2017

Commissioner for Oaths/Notary Public in and for Alberta

Danielle S. Maréchal
Barrister and Solicitor

MERLE JOHNSON

This is **Exhibit "A"**
to the affidavit of **Merle Johnson**
sworn before me this 3rd day of
January, 2017.

A Commission for Oaths/Notary Public
in and for the Province of Alberta

Danielle S. Maréchal
Barrister and Solicitor

Connacher
OIL AND GAS LIMITED

News Release
December 16, 2016

CONNACHER OIL AND GAS LIMITED ENTERS INTO AMENDMENT AND MODIFICATION OF INTERIM REVOLVING CREDIT FACILITY

Calgary, Alberta – Connacher Oil and Gas Limited ("Connacher" or the "Company") announced today that, it has entered into an Approval and Modification Agreement #2 (the "Agreement") with its interim lenders with respect to the interim revolving credit facility established pursuant to the credit agreement dated as of May 25, 2016 (the "Credit Agreement"), and approved by the Court of Queen's Bench of Alberta in Connacher's CCAA proceeding on May 17, 2016. Pursuant to the Agreement, the interim lenders have agreed to provide Connacher with greater flexibility to enter into hedging agreements and other long-term contracts. Additionally, the interim lenders have agreed to extend the maturity date contained in the Credit Agreement from May 17, 2017 to December 31, 2017.

Forward Looking Statements

This news release contains certain statements that constitute forward looking statements under applicable securities legislation. All statements other than statements of historical fact are forward looking statements. In some cases, forward looking statements can be identified by terminology such as "may", "will", "should", "expect", "plan", "anticipate", "believe", "estimate", "predict", "potential", "continue", or the negative of these terms or other comparable terminology. These statements are only as of the date of this document and the Company does not undertake to publicly update these forward looking statements except in accordance with applicable securities laws. Forward looking statements, including but without limitation, statements concerning the implementation of the CCAA process are based on current expectations, estimates, projections and assumptions, which the Company believes are reasonable but which may prove to be incorrect and therefore such forward looking statements should not be unduly relied upon. These forward looking statements involve known and unknown risks, uncertainties which may cause actual results or performance to be materially different from any future results or performance expressed or implied herein. These risks, uncertainties and other factors relating to the Company include, but are not limited to, the level of indebtedness of the Company, the implementation and impact of obtaining any reorganization or restructuring of the assets, business and financial affairs of the Company, future cooperation of the creditors of the Company, the Company's ability to generate sufficient cash flow from operations or to obtain adequate financing to fund capital expenditures and working capital needs and to meet the Company's ongoing obligations during the CCAA process and thereafter, the ability to maintain relationships with suppliers, customers, employees, shareholders and other third parties in light of the Company's current liquidity situation and the CCAA proceedings, as well as other general assumptions regarding, among other things: industry activity; the general stability of the economic and political environment; effect of market conditions on demand for the Company's products; the ability to obtain qualified staff, equipment and services in a timely and cost efficient manner; the ability to operate its business in a safe, efficient and effective manner; the effect of current plans; the timing and costs of capital expenditures; future commodity prices; currency, exchange and interest rates; the regulatory framework regarding environmental matters in the jurisdictions in which the Company operates; and the ability of the Company to successfully market its products.

Additional risks and uncertainties affecting the Company and its business and affairs are described in further detail in the Company's AIF for the year ended December 31, 2015. Although the Company believes that the expectations in such forward looking information are reasonable, there can be no assurance that such expectations shall prove to be correct. Any forward looking information included in this press release is expressly qualified in its entirety by this cautionary statement. Any forward looking information included herein is made as of the date of this news release and the Company assumes no obligation to update or revise any forward looking information to reflect new events or circumstances, except as required by law.

Contact

Merle Johnson
Chief Executive Officer

Jeff Beeston
Vice President of Finance and
Interim Chief Financial Officer

Connacher Oil and Gas Limited
Phone: (403) 538-6201
Fax: (403) 538-6225
Suite 1040, 640 - 5th Avenue SW
Calgary, Alberta T2P 3G4
inquiries@connacheroil.com
www.connacheroil.com

APPROVAL AND MODIFICATION AGREEMENT #2

THIS APPROVAL AND MODIFICATION AGREEMENT #2 (this "***Agreement***") dated as of December 16, 2016 is made among:

CONNACHER OIL AND GAS LIMITED
as borrower (the "***Borrower***")

and

THE LENDERS PARTY HERETO
(collectively, the "***Lenders***" and individually, a "***Lender***")

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as administrative agent and collateral agent for the Lenders
(in such capacity, the "***Administrative Agent***")

RECITALS

WHEREAS the parties hereto entered into a credit agreement dated as of May 25, 2016 for the purpose of establishing an interim revolving credit facility to fund the Borrower's obligations during the pendency of the CCAA Proceedings, as modified by that certain waiver, approval and modification agreement dated as of October 26, 2016 among the Borrower, the Lenders and the Administrative Agent (as so modified, and as further amended, modified or supplemented, the "**Credit Agreement**");

AND WHEREAS the parties hereto wish to further modify the Credit Agreement on the terms and conditions herein provided.

NOW THEREFORE, in consideration of the premises, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Defined Terms

Capitalized terms used and not otherwise defined herein (including in the recitals hereto) shall have the meanings set forth in the Credit Agreement.

ARTICLE II
MODIFICATION TO CREDIT AGREEMENT

Section 2.01 Modification

Effective as of the date hereof and upon the satisfaction of the conditions precedent set forth in Section 3.01 below:

(a) The date "May 17, 2017" in clause (e) of the definition of "***Maturity Date***" is deleted and replaced with "December 31, 2017".

(b) Subclause (b) in the definition of "***Permitted Hedging Agreement***" is deleted in its entirety and replaced with the following:

"(b) which have a term (or a maturity date) of 1 year or less;"

(c) The reference to "50%" in subclause (c) of the definition of "***Permitted Hedging Agreement***" is deleted and replaced with "100%".

(d) Section 6.19 of the Credit Agreement is deleted in its entirety and replaced with the following:

6.19 Contracts

After December 16, 2016, enter into any gas, oil, condensate and other production sale contract or gathering, common stream, transportation or processing agreement, in any such case that has a term or duration of longer than one (1) year (or any later date as may be agreed to by the Required Lenders, in their sole discretion, from time to time).

Section 2.02 References to Credit Agreement

Upon the satisfaction of the conditions precedent set forth in Section 3.01 below, each reference in the Loan Documents to the "Credit Agreement" shall be to the Credit Agreement as modified hereby.

Section 2.03 Continuing Effect.

Each of the parties acknowledges and agrees that the Credit Agreement, as modified by this Agreement, and all other Loan Documents executed and delivered pursuant thereto or in connection therewith, will be and continue in full force and effect and are hereby confirmed, and the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner except as specifically provided herein.

ARTICLE III
CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent for Modification, Waiver and Approval

This Agreement shall become effective upon each of the following conditions precedent being performed to the satisfaction of the Administrative Agent (solely with respect to the rights and interest of the Administrative Agent) and the Required Lenders, or waived by the Administrative Agent (solely with respect to the rights and interest of the Administrative Agent) and the Required Lenders in accordance with the terms of the Credit Agreement:

(a) as at the date hereof, there exists no Default or Event of Default;

(b) the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent (solely with respect to the rights and interest of the Administrative Agent) and the Lenders, the following:

(i) a duly executed copy of this Agreement by the Borrower and the Required Lenders;

(ii) a federal certificate of compliance and a certificate of status in respect of the Borrower issued under the laws of each jurisdiction where the Borrower is registered to carry on business; and

(iii) such other documents as are required under this Agreement, the Credit Agreement, or which are reasonable and customary in nature, as the Administrative Agent or the Lenders may reasonably request; and

(c) there are no Liens ranking in priority to the Lender Charge, other than Permitted Priority Liens.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties

The Borrower hereby represents and warrants to each of the Lenders and the Administrative Agent that, as at the date hereof, the representations and warranties contained in section 3.01 of the Credit Agreement are true and correct. Further, the Borrower hereby represents and warrants to each of the Lenders and the Administrative Agent that:

(a) it is duly amalgamated and is validly subsisting under the laws of its governing jurisdiction and has all the requisite corporate capacity, power and authority to carry on its business as presently conducted, to own its property and to execute and deliver this Agreement;

(b) the execution and delivery of this Agreement and the performance by it of its obligations hereunder (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approval and approval from any other Person (if any required) and (iv) do not and will not contravene or conflict with its constating documents or by-laws or of any law, regulation, judgment, decree or order binding on or applicable to it or to which its property is subject or of any material agreement, lease, license, permit or other instrument to which it is a party or is otherwise bound or by which it benefits or to which its property is subject; and

(c) this Agreement is a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and the making of each Borrowing, notwithstanding any investigations or examinations which may be made by or on behalf of the Administrative Agent, the Lenders or their counsel. Such representations and warranties shall survive until the Credit Agreement has been terminated.

ARTICLE V
MISCELLANEOUS

Section 5.01 Governing Law, Jurisdiction; Consent to Service of Process

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ALBERTA AND OF CANADA APPLICABLE THEREIN.

(b) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ALBERTA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS OF THE PROVINCE OF ALBERTA. EACH OF THE PARTIES HERETO AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE PROVINCE OF ALBERTA. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 5.02 Waiver of Jury Trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT

NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.02.

Section 5.03 Further Assurances

The Borrower will from time to time forthwith at the Administrative Agent's request and at the Borrower's own cost and expense, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Lenders and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under this Agreement and the Credit Agreement.

Section 5.04 Enurement

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

Section 5.05 Counterparts

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[signature pages immediately follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CONNACHER OIL AND GAS LIMITED

By: (signed) *"Authorized Signatory"*
Name:
Title:

By: (signed) *"Authorized Signatory"*
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and as Collateral Agent

By: (signed) *"Authorized Signatory"*
Name:
Title:

[redacted] as a Lender

By: (signed) *"Authorized Signatory"*
Name:
Title:

By: (signed) *"Authorized Signatory"*
Name:
Title:

[1] Name of Lender redacted

[redacted][2]
as a Lender

By: (signed) *"Authorized Signatory"*
Name:
Title:

By: (signed) *"Authorized Signatory"*
Name:
Title:

[2] Name of Lender redacted

[redacted]

[redacted],[3] as a Lender

By: (signed) *"Authorized Signatory"*
Name:
Title:

[3] Name of Lender redacted

[redacted][4] as a Lender

By: (signed) *"Authorized Signatory"*
Name:
Title:

By: (signed) *"Authorized Signatory"*
Name:
Title:

[4] Name of Lender redacted

[redacted]

[redacted][5] as a Lender

By: (signed) *"Authorized Signatory"*
Name:
Title:

By: (signed) *"Authorized Signatory"*
Name:
Title:

[5] Name of Lender redacted