Form 27
[Rules 6.3 and 10.52(1)]

Clerk's Stamp

CLERK OF THE COURT
FILED
JUN 04 2018
JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	1601-06131
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED
DOCUMENT	**APPLICATION (STAY EXTENSION AND SALE OF TRAILERS)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**CASSELS BROCK & BLACKWELL LLP** Suite 3810, Bankers Hall West 888-3rd Street SW Calgary, Alberta T2P 5C5 Attn: R. Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com

NOTICE TO RESPONDENTS:
This Application is made against you. You are a Respondent.

You have the right to state your side of this matter before the Judge.

To do so, you must be in Court when the Application is heard as shown below:

Date:	June 11, 2018
Time:	2:00 pm
Where:	Calgary Courts Centre, 601 - 5 Street S.W. Calgary, AB T2P 5P7
Before Whom:	The Honourable Madam Justice K. Eidsvik

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Connacher Oil and Gas Limited ("**Connacher**") seeks an Order:

   (a) extending the stay of proceedings up to and including September 30, 2018; and

   (b) sealing on the Court file Confidential Exhibits "1", "2" and "3" to the Affidavit of Jeff Beeston sworn on June ●, 2018 (the "**Beeston Affidavit**");

   in substantially the form of the proposed Order attached hereto as Schedule "A"; and

2. Connacher also seeks Orders:

   (a) If necessary, abridging the time for service of this Application and supporting materials and declaring service to be good and sufficient;

   (b) Approving the sale of the assets set out in invoice number MI2018trailers23-26 (the "**Ventures Purchased Assets**") by Connacher to Ventures North Financial Group LP ("**Ventures**") and vesting in Ventures Connacher's right, title and interest in and to the Ventures Purchased Assets;

   (c) Approving the sale of the assets set out in invoice number MI2018trailers17-22 (the "**Rocksteady Purchased Assets**") by Connacher to Rocksteady Oilfield Service Inc. ("**Rocksteady**") and vesting in Rocksteady Connacher's right, title and interest in and to the Rocksteady Purchased Assets;

   (d) Approving the sale of the assets set out in invoice number MI2018trailers01-16/29-34 (the "**Larson Purchased Assets**") by Connacher to Larson Management (Div. of TORQ Trucking (2015) Ltd.) ("**Larson**") and vesting in Larson Connacher's right, title and interest in and to the Larson Purchased Assets;

   in substantially the form of the proposed Orders attached hereto as Schedules "B", "C" and "D" (collectively, the "**Approval and Vesting Orders**");

3. Such further and other relief, advice and directions as counsel may request and this Honourable Court may deem appropriate in the circumstances.

Grounds for making this Application:

Extension of Stay Period

4. On May 17, 2016, the Honourable Madam Justice Dario of this Honourable Court granted an Initial Order (the "**Initial Order**") which provided for, among other things, a stay of proceedings up to and including June 16, 2016 pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") in favour of Connacher, which has most recently been extended by this Honourable Court to June 29, 2018 (the "**Stay Period**").

5. Pursuant to the terms of the Initial Order, Ernst & Young Inc. (the "**Monitor**") was appointed as monitor in this CCAA proceeding.

6. On March 28, 2018, this Honourable Court approved Connacher's entry into a Support Agreement (the "**Support Agreement**") with the First Lien Agent (as defined in the Initial Order) and certain of the first lien lenders (the "**Consenting First Lien Lenders**") holding in excess of 75% of the principal amount of debt outstanding under the First Lien Credit Agreement dated as of May 23, 2014, as amended. As part of that application, this Honourable Court approved a renewed sale and investment solicitation process (the "**SISP**"), which set out procedures for Connacher to test the market for a sale of, or investment in, its business or assets.

7. The Support Agreement provides that Connacher will conduct the SISP in order to determine whether a "**Superior Transaction**" (as defined in the SISP) is available. If no Superior Transaction is identified, Connacher will complete a transaction (the "**Restructuring Transaction**") pursuant to which the First Lien Agent, at the direction of the Consenting First Lien Lenders, will form a purchaser that will credit bid a portion of the first lien debt in exchange for all or substantially all of Connacher's assets.

8. In accordance with the terms of the SISP, Connacher launched Phase I of the SISP with the assistance of Houlihan Lokey Capital, Inc. (the "**Financial Advisor**") on April 3, 2018 to solicit indications of interest in the business and assets of Connacher in the form of non-binding letters of intent from potential bidders. The Special Committee of Connacher's board of directors, in consultation with the Financial Advisor, the Monitor and the Consenting First Lien Lenders, has determined to move to Phase II of the SISP. Final binding bids are due by June 20, 2018.

9. Connacher is requesting that this Honourable Court grant an extension of the Stay Period through and including September 30, 2018, which is the outside date under the Support Agreement.

10. The proposed extension of the Stay Period is necessary and is in the best interests of Connacher and its stakeholders, as it will enable Connacher to complete the SISP, and to either seek Court approval of and to complete a Superior Transaction identified therein, or, alternatively, if no Superior Transaction is identified, to complete the Restructuring Transaction.

11. Based on Connacher's current cash on hand and cash flow projections, Connacher will have sufficient liquidity through at least the proposed extension of the Stay Period.

12. Connacher has acted in good faith and with due diligence in these proceedings, including in implementing the SISP in accordance with its terms.

13. Each of the Monitor, the First Lien Agent and the Consenting First Lien Lenders support an extension of the Stay Period to September 30, 2018.

Approval of Transactions

14. Connacher owns the trailers forming the Ventures Purchased Assets, the Rocksteady Purchased Assets and the Larson Purchased Assets (collectively, the "**Assets**").

15. It is currently costing Connacher more to maintain the Assets on an annual basis than the Assets are worth.

16. As a result of the high expense associated with maintaining the Assets, Connacher approached various trucking companies who are in the business of leasing trailers to determine whether they had any interest in purchasing the Assets.

17. Of the trucking companies approached by Connacher, Ventures, Rocksteady and Larson (collectively, the "**Purchasers**") expressed interest in purchasing the Assets.

18. On April 25, 2018, Connacher agreed to sell and Ventures agreed to purchase the Ventures Purchased Assets (the "**Ventures Sale**").

19. On April 30, 2018, Connacher agreed to sell and Rocksteady agreed to purchase the Rocksteady Purchased Assets (the "**Rocksteady Sale**").

20. On May 11, 2018, Connacher agreed to sell and Larson agreed to purchase the Larson Purchased Assets (the "**Larson Sale**").

21. The Ventures Sale, Rocksteady Sale and Larson Sale are collectively referred to herein as, the "**Transactions**".

22. Each of the Monitor, the First Lien Agent and the Consenting First Lien Lenders support the Transactions. It is Connacher's understanding that a Sixteenth Report of the Monitor setting out the Monitor's support for the Transactions will follow in due course.

23. Connacher will utilize the proceeds from the Transactions in the ordinary course of operations and there will be no distribution to secured creditors.

24. Based on the foregoing, the purchase price for each of the Transactions is fair, reasonable and represents market value for the Assets and the Transactions are commercially reasonable and fair in light of the current market conditions.

Sealing Order

25. Confidential Exhibits "1", "2" and "3" of the Beeston Affidavit contain the purchase price payable by the Purchasers under the Transactions for the Assets. All other terms of the Transactions are included in the redacted copy of the invoices contained in Exhibits "B", "C" and "D" of the Beeston Affidavit.

26. In order to protect Connacher's ability to negotiate with other parties in the event that the Transactions do not close as intended, Connacher is requesting that the purchase prices be sealed until the completion of the Transactions and the filing of the Monitor's Certificates (as defined in the Approval and Vesting Orders). There are no reasonable alternative measures, and the benefits of a Sealing Order outweigh any negative effects on the interest of the public.

27. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

28. Initial Order granted by the Honourable Madam Justice Dario on May 17, 2016, filed;

29. The Beeston Affidavit, including the exhibits and Confidential Exhibits "1", "2" and "3" attached thereto, filed;

30. The Sixteenth Report of the Monitor, to be filed; and

31. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable rules:

32. Alberta *Rules of Court*, Alta Reg 124/2010.

33. Such further and other rules as counsel may advise and this Honourable Court may permit

Applicable Acts and regulations:

34. The *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended.

35. *Judicature Act*, R.S.A. 2000, c. J-2.

36. Such further and other acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

37. None.

How the Application is proposed to be heard or considered:

38. In person.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A" TO APPLICATION

Clerk's stamp:

Clerk's Stamp

COURT FILE NO.	1601-06131
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED**
DOCUMENT	**ORDER (STAY EXTENSION AND SEALING)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Suite 3810, Bankers Hall West 888 3rd Street SW Calgary, Alberta, T2P 5C5 Attn: R. Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com

DATE ON WHICH ORDER WAS PRONOUNCED:	June 11, 2018
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice K. Eidsvik
LOCATION OF HEARING:	Calgary, Alberta

UPON the application of Connacher Oil and Gas Limited ("**Connacher**"); **AND UPON** having read the Application, the Affidavit of Jeff Beeston sworn on June 4th, 2018 (the "**Beeston Affidavit**"), the Sixteenth Report of Ernst & Young Inc., the Court-appointed monitor of Connacher (the "**Monitor**"), and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016 (the "**Initial Order**"); **AND UPON** hearing counsel for Connacher, the Monitor and the First Lien Agent (each as defined in the Initial Order), with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ● sworn on June ●, 2018, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of application for this order is hereby abridged and deemed good and sufficient, no other person is required to have been served with notice of this application and this application is properly returnable today.

Stay Extension

2. The Stay Period, as ordered and defined in paragraph 14 of the Initial Order, is hereby extended until and including September 30, 2018.

Sealing Order

3. Confidential Exhibits "1", "2" and "3" to the Beeston Affidavit (the "**Confidential Materials**") shall, until the Monitor files a certificate confirming the completion of the Transactions (as defined in the Beeston Affidavit) or until further order of this Honourable Court, be sealed and kept confidential, to be shown only to a Justice of the Court of Queen's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Materials in a sealed envelope, which shall clearly be marked "SEALED PURSUANT TO THE ORDER OF THE HON. JUSTICE K. EIDSVIK DATE JUNE 11, 2018".

4. Any party may apply to set aside paragraph 3 of this Order upon providing the Applicant, the Monitor and all other interested parties with five (5) days notice of such application.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "B" TO APPLICATION

COURT FILE NO.	1601-06131	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED**	
DOCUMENT	**APPROVAL AND VESTING ORDER (SALE OF TRAILERS – VENTURES TRANSACTION)**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Suite 3810, Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5 Attn: R. Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com	

DATE ON WHICH ORDER WAS PRONOUNCED:	June 11, 2018
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice K. Eidsvik

UPON THE APPLICATION by Connacher Oil and Gas Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by invoice number MI2018trailers23-26 dated April 25, 2018 (the "**Invoice**") pursuant to which the Debtor agreed to sell and Ventures North Financial Group LP (the "**Purchaser**") agreed to purchase the assets described in the Invoice (the "**Purchased Assets**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Purchased Assets;

AND UPON HAVING READ the Application, the Affidavit of Jeff Beeston sworn on June 4, 2018, the Sixteenth Report of Ernst & Young Inc., the Court-appointed monitor of the Debtor (the "**Monitor**"), and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016 (the "**Initial Order**"); **AND UPON** hearing counsel for the Debtor, the Monitor and the First Lien Agent (as each defined in the Initial Order) and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ● sworn June ●, 2018, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

[1] Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

[2] The Transaction is hereby approved, with such minor amendments, modifications or alterations as the Debtor and the Purchaser deem necessary and consent to in writing. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

[3] Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Invoice shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

i. any encumbrances or charges created by the Initial Order; and

ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

and, for greater certainty, this Court orders that all other encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

[4] The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

[5] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

[6] The Purchaser shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

[7] The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

[8] Notwithstanding:

i. The pendency of these proceedings;

ii. Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

iii. Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be

void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

[9] The Debtor, the Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

[10] This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Debtor and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Debtor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor and its agents in carrying out the terms of this Order.

[11] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

[12] Service of this Order on any party not attending this application is hereby dispensed with.

____

J.C. C.Q.B.A.

Schedule "A"

Form of Monitor's Certificate

COURT FILE NO.	1601-06131	Clerk's Stamp
COURT .	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED	
DOCUMENT	**Monitor's Certificate**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCarthy Tétrault LLP Suite 4000, 431 7th Avenue SW Calgary, Alberta M5H 3C2 Attn: Sean Collins Walker MacLeod Telephone: 403-260-3531 403-460-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca	

RECITALS

A. Pursuant to an Initial Order (the "**Initial Order**") of the Honourable Madam Justice Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary, Alberta (the "**Court**") dated May 17, 2016, Connacher Oil and Gas Limited (the "**Debtor**") was granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**").

B. Pursuant to the terms of the Initial Order, Ernst & Young Inc. (the "**Monitor**") was appointed as monitor in respect of the Debtor under the CCAA proceeding.

C. Pursuant to an Order of the Court dated June 11, 2018, the Court approved the sale (the "**Transaction**") of the assets (the "**Purchased Assets**") listed in invoice number MI2018trailers23-26 dated April 25, 2018 (the "**Invoice**") by the Debtor to Ventures North Financial Group LP (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Invoice.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable pursuant to the Invoice; and

2. The Transaction has been completed to the satisfaction of the Monitor.

3. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

Ernst & Young Inc., in its capacity as court-appointed Monitor of Connacher Oil and Gas Limited, and not in its personal capacity.

Per:______________________________

Name:

Title:

SCHEDULE "C" TO APPLICATION

COURT FILE NO.	1601-06131
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED**
DOCUMENT	**APPROVAL AND VESTING ORDER (SALE OF TRAILERS – ROCKSTEADY TRANSACTION)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Suite 3810 Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5 Attn: R. Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: June 11, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K. Eidsvik

UPON THE APPLICATION by Connacher Oil and Gas Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by invoice number MI2018trailers17-22 dated April 30, 2018 (the "**Invoice**") pursuant to which the Debtor agreed to sell and Rocksteady Oilfield Service Inc. (the "**Purchaser**") agreed to purchase the assets described in the Invoice (the "**Purchased Assets**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Purchased Assets;

AND UPON HAVING READ the Application, the Affidavit of Jeff Beeston sworn on June 4, 2018, the Sixteenth Report of Ernst & Young Inc., the Court-appointed monitor of the Debtor (the "**Monitor**"), and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016 (the "**Initial Order**"); **AND UPON** hearing counsel for the Debtor, the Monitor and the First Lien Agent (as each defined in the Initial Order) and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ● sworn June ●, 2018, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

[1] Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

[2] The Transaction is hereby approved, with such minor amendments, modifications or alterations as the Debtor and the Purchaser deem necessary and consent to in writing. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

[3] Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Invoice shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

i. any encumbrances or charges created by the Initial Order; and

ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

and, for greater certainty, this Court orders that all other encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

[4] The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

[5] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

[6] The Purchaser shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

[7] The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

[8] Notwithstanding:

i. The pendency of these proceedings;

ii. Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

iii. Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be

void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

[9] The Debtor, the Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

[10] This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Debtor and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Debtor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor and its agents in carrying out the terms of this Order.

[11] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

[12] Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

Schedule "A"

Form of Monitor's Certificate

COURT FILE NO.	1601-06131	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED	
DOCUMENT	**Monitor's Certificate**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCarthy Tétrault LLP Suite 4000, 431 7th Avenue SW Calgary, Alberta M5H 3C2 Attn: Sean Collins Walker MacLeod Telephone: 403-260-3531 403-460-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca	

RECITALS

A. Pursuant to an Initial Order (the "**Initial Order**") of the Honourable Madam Justice Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary, Alberta (the "**Court**") dated May 17, 2016, Connacher Oil and Gas Limited (the "**Debtor**") was granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**").

B. Pursuant to the terms of the Initial Order, Ernst & Young Inc. (the "**Monitor**") was appointed as monitor in respect of the Debtor under the CCAA proceeding.

C. Pursuant to an Order of the Court dated June 11, 2018, the Court approved the sale (the "**Transaction**") of the assets (the "**Purchased Assets**") listed in invoice number MI2018trailers17-22 dated April 30, 2018 (the "**Invoice**") by the Debtor to Rocksteady Oilfield Service Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Invoice.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable pursuant to the Invoice; and

2. The Transaction has been completed to the satisfaction of the Monitor.

3. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

Ernst & Young Inc., in its capacity as court-appointed Monitor of Connacher Oil and Gas Limited, and not in its personal capacity.

Per:____________________________

Name:

Title:

SCHEDULE "D" TO APPLICATION

COURT FILE NO.	1601-06131
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED** **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED**
DOCUMENT	**APPROVAL AND VESTING ORDER (SALE OF TRAILERS – LARSON TRANSACTION)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Suite 3810, Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5 Attn: R. Shayne Kukulowicz/Ryan Jacobs/Jeffrey Oliver Tel: 403-351-2920 Fax: 403-648-1151 skukulowicz@casselsbrock.com rjacobs@casselsbrock.com joliver@casselsbrock.com

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: June 11, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K. Eidsvik

UPON THE APPLICATION by Connacher Oil and Gas Limited (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by invoice number MI2018trailers01-16/29-34 dated May 11, 2018 (the "**Invoice**") pursuant to which the Debtor agreed to sell and Larson Management (Div. of TORQ Trucking (2015) Ltd.) (the "**Purchaser**") agreed to purchase the assets described in the Invoice (the "**Purchased Assets**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the Purchased Assets;

AND UPON HAVING READ the Application, the Affidavit of Jeff Beeston sworn on June 4, 2018, the Sixteenth Report of Ernst & Young Inc., the Court-appointed monitor of the Debtor (the "**Monitor**"), and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016 (the "**Initial Order**"); **AND UPON** hearing counsel for the Debtor, the Monitor and the First Lien Agent (as each defined in the Initial Order) and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of ● sworn June ●, 2018, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

[1] Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTIONS

[2] The Transaction is hereby approved, with such minor amendments, modifications or alterations as the Debtor and the Purchaser deem necessary and consent to in writing. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

[3] Upon the delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Invoice shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

i. any encumbrances or charges created by the Initial Order; and

ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

and, for greater certainty, this Court orders that all other encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

[4] The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

[5] The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

[6] The Purchaser shall be entitled to hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

[7] The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

[8] Notwithstanding:

i. The pendency of these proceedings;

ii. Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

iii. Any assignment in bankruptcy made in respect of the Debtor

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be

void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

[9] The Debtor, the Monitor, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

MISCELLANEOUS MATTERS

[10] This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Debtor and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Debtor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Debtor and its agents in carrying out the terms of this Order.

[11] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

[12] Service of this Order on any party not attending this application is hereby dispensed with.

____

J.C. C.Q.B.A.

Schedule "A"

Form of Monitor's Certificate

COURT FILE NO.	1601-06131	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED	
DOCUMENT	**Monitor's Certificate**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCarthy Tétrault LLP Suite 4000, 431 7th Avenue SW Calgary, Alberta M5H 3C2 Attn: Sean Collins Walker MacLeod Telephone: 403-260-3531 403-460-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca	

RECITALS

A. Pursuant to an Initial Order (the "**Initial Order**") of the Honourable Madam Justice Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary, Alberta (the "**Court**") dated May 17, 2016, Connacher Oil and Gas Limited (the "**Debtor**") was granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**").

B. Pursuant to the terms of the Initial Order, Ernst & Young Inc. (the "**Monitor**") was appointed as monitor in respect of the Debtor under the CCAA proceeding.

C. Pursuant to an Order of the Court dated June 11, 2018, the Court approved the sale (the "**Transaction**") of the assets (the "**Purchased Assets**") listed in invoice number MI2018trailers01-16/29-34 dated May 11, 2018 (the "**Invoice**") by the Debtor to Larson Management (Div. of TORQ Trucking (2015) Ltd.) (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Invoice.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Debtor has received the Purchase Price for the Purchased Assets payable pursuant to the Invoice; and

2. The Transaction has been completed to the satisfaction of the Monitor.

3. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

Ernst & Young Inc., in its capacity as court-appointed Monitor of Connacher Oil and Gas Limited, and not in its personal capacity.

Per:______________________________

Name:

Title: