Clerk's Stamp

CLERK OF THE COURT
FILED

AUG 13 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** **(APPROVAL OF CREDITORS' MEETINGS ORDER, APPROVAL AND VESTING ORDER AND SUPPLEMENTAL CLAIMS PROCEDURE ORDER)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**CASSELS BROCK & BLACKWELL LLP** Bankers Hall West, 888-3rd Street SW Suite 3810 Calgary, Alberta T2P 5C5 Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine Tel: 403-351-2920 Fax: 403-648-1151 rjacobs@casselsbrock.com jbellissimo@casselsbrock.com nlevine@casselsbrock.com

NOTICE TO RESPONDENT(S):
This Application is made against you. You are a Respondent.

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

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

Date:	August 22, 2018
Time:	10:00 a.m.
Where:	Calgary Courts Centre, 601 - 5 Street S.W. Calgary, AB T2P 5P7

Before Whom: The Honourable Justice Macleod

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:

   (a) an order substantially in the form attached hereto as Schedule "A" (the "**Creditors' Meetings Order**"), *inter alia*:

      (i) approving and authorizing Connacher's entry into the CCAA Acquisition and Plan Sponsorship Agreement dated August 2, 2018 (as may be amended from time to time, the "**Plan Sponsorship Agreement**") between Connacher and East River Oil and Gas Ltd. (the "**Plan Sponsor**");

      (ii) accepting the filing of Connacher's Amended and Restated Plan of Compromise and Arrangement dated August 13, 2018 (as may be further amended from time to time, the "**Plan**");

      (iii) authorizing Connacher to establish two classes of creditors for the purpose of considering and voting on the Plan: (i) the First Lien Lender Class; and (ii) the General Creditor Class;

      (iv) authorizing Connacher to call, hold and conduct a meeting of the First Lien Lender Class and a meeting of the General Creditor Class (together, the "**Creditors' Meetings**") to consider and vote on resolutions to approve the Plan, and approving the procedures to be followed with respect to the Creditors' Meetings;

      (v) setting a date for the hearing (the "**Sanction Hearing**") of Connacher's Application for an order to sanction the Plan (the "**Sanction Order**") should the Plan be approved for filing and approved by the requisite majorities of creditors at the Creditors' Meetings; and

      (vi) extending the stay of proceedings up to and including October 31, 2018;

   (b) an order substantially in the form attached hereto as Schedule "B" (the "**Approval and Vesting Order**"), *inter alia*:

(i) approving and authorizing Connacher's entry into a Purchase and Sale Agreement dated August 2, 2018 (as may be amended from time to time, the "**Purchase Agreement**") between Connacher and the Plan Sponsor and, in the event of a CCAA Plan Termination Event (as defined below), authorizing Connacher to perform its obligations thereunder;

(ii) upon the delivery of a monitor's certificate to the Plan Sponsor following a CCAA Plan Termination Event (the "**Monitor's Certificate**"), vesting all of Connacher's right, title, and interest in and to the purchased assets described in the Purchase Agreement (the "**Purchased Assets**") in the Plan Sponsor free and clear of all claims and encumbrances except for the permitted encumbrances (the "**Permitted Encumbrances**"), and ordering that all claims and encumbrances other than the Permitted Encumbrances are discharged against the Purchased Assets; and

(iii) sealing the confidential supplement (the "**Confidential Supplement**") to the 17th Report (the "**17th Report**") of Ernst & Young Inc. (the "**Monitor**") upon the Court file; and

(c) an order substantially in the form attached hereto as <u>Schedule "C"</u> (the "**Supplemental Claims Procedure Order**"), *inter alia*, approving a supplemental claims procedure (the "**Supplemental Claims Procedure**") for the identification and determination of certain priority claims, non-continuing employee claims, and certain post-filing claims against Connacher, and post-CCAA filing claims against Connacher's Directors and Officers, in order to facilitate the completion of either the plan transaction or the purchase transaction.

Grounds for making this Application:

<u>Overview of the Application</u>

2. On May 17, 2016 (the "**Filing Date**"), the Honourable Madam Justice Dario granted the Initial Order, which provided for, among other things, a stay of proceedings up to and including June 16, 2016, which has most recently been extended by this Honourable Court through and including September 30, 2018 (the "**Stay Period**").

3. On March 28, 2018, the Court granted the Order (Support Agreement, SISP, & KEIP Approval) (the "**SISP Approval Order**"). Since that time, with the support of Ernst &

Young Inc. in its capacity as court-appointed monitor of Connacher (the “**Monitor**”) and the Consenting First Lien Lenders (as defined below), Connacher conducted a Court-approved sale process (the “**SISP**”), backstopped by a stalking horse credit-bid (the “**Credit Bid Transaction**”) from certain of Connacher’s First Lien Lenders (the “**Consenting First Lien Lenders**”). The SISP has resulted in a Successful Bid (as defined in the SISP) from the Plan Sponsor to consummate either a plan transaction or a purchase transaction.

4. Pursuant to the Plan Sponsorship Agreement, the Plan Sponsor Transactions (defined below) will be implemented in one of two ways:

   (a) through the Plan, if implemented, the Plan Sponsor will become the sole equity holder of Connacher and certain claims against Connacher will be compromised (the “**Plan Transaction**”); and

   (b) in the event that the Plan cannot be implemented, the Plan Sponsor will acquire substantially all of Connacher’s assets and will assume certain liabilities pursuant to the Purchase Agreement (the “**Purchase Transaction**” and, collectively with the Plan Transaction, the “**Plan Sponsor Transactions**”).

5. The Plan Sponsor will make written offers of employment, conditional and effective on the implementation of either of the Plan Sponsor Transactions, to substantially all but not less than 85% of Connacher’s employees on terms that (i) provide recognition of past service, (ii) comply with the *Employment Standards Code* (Alberta), and (iii) contain commercially reasonable and market standard terms and conditions (“**Offers of Employment**”). Such Offers of Employment shall remain open for acceptance until 5:00 p.m. (Calgary time) on August 21, 2018. Employees who do not receive or accept an Offer of Employment (the “**Non-Continuing Employees**”) will be entitled to prove a claim (a “**Non-Continuing Employee Claim**”) in the Supplemental Claims Procedure for termination or severance pay owing to them in connection with the termination of their employment, and will be treated as unsecured creditors under the Plan.

6. Both the Plan Transaction and the Purchase Transaction are conditional upon, among other things, receipt of the required regulatory approvals (the “**Regulatory Approvals**”), which include certain approvals in the People’s Republic of China (the “**PRC Approvals**”).

7. Both the Plan Transaction and Purchase Transaction qualify as a "Superior Transaction" under the SISP, and meet the minimum consideration threshold established thereunder. The purchase price under the Plan Sponsorship Agreement ($113.5 million) is $4 million higher than the purchase price under the Purchase Agreement ($109.5 million), reflecting the additional assets acquired pursuant to a share transaction, not otherwise available pursuant to an asset transaction.

8. If the Plan cannot proceed because certain key approvals are not obtained, the requisite creditor approval is not obtained at the Creditors' Meetings, or if it is jointly determined by Connacher and the Plan Sponsor, each acting reasonably, that it is no longer viable to implement the Plan Transaction (each of the foregoing a "**CCAA Plan Termination Event**"), the Plan Sponsor and Connacher will proceed with the Purchase Transaction. To provide certainty to the Plan Sponsor, Connacher's secured creditors, and other stakeholders, Connacher is seeking approval of the Purchase Agreement and the Approval and Vesting Order now to avoid any delay in closing in the event of a CCAA Plan Termination Event.

9. Should the Plan Sponsor and Connacher be unable to close either the Plan or the Purchase Transaction, Connacher intends to return to this Court to seek an order approving the implementation of the Credit Bid Transaction, subject to the terms of the Support Agreement (as it may be amended from time to time, the "**Support Agreement**") with the First Lien Agent and the Consenting First Lien Lenders and the related documents.

10. The Plan Sponsorship Agreement confirms the treatment of certain significant creditors, specifically:

    (a) the royalty agreement with B.E.H. Energy Holdings, L.L.C. will be unaffected by the Plan;

    (b) Connacher's obligations to ATB Financial will be unaffected by the Plan; and

    (c) 1/3 of the municipal tax claims potentially owing to the Municipality of Wood Buffalo for the 2018 calendar year will be unaffected under the Plan (and under the Purchase Agreement), while the balance of the municipal tax claims will be subject to compromise under the Plan, subject to a determination of the amount and priority of such claims.

11. The Plan provides for two voting classes of creditors:

    (a) the First Lien Lender Class, comprised of the First Lien Lenders; and

    (b) the General Creditor Class, comprised of all other affected creditors, other than holders of certain priority claims and equity claims. The General Creditor Class includes holders of First Lien Deficiency Claims and holders of Second Lien Claims (as such terms are defined in the Plan), which represent the unsecured portions of such claims. The amounts for the First Lien Claim and the Second Lien Claim include interest through the current outside date of October 31, 2018 (the "**Outside Date**").

12. Existing shareholders and holders of equity claims shall not be entitled to receive any distributions under the Plan and all equity claims in Connacher shall be forever cancelled and extinguished on the Effective Date.

13. The Plan contains broad releases in favour of Connacher, Connacher's Directors and Officers, and third parties including the Monitor, the First Lien Agent, the Collateral Trustee, the Second Lien Trustee, the Consenting First Lien Lenders, the Financial Advisor and their respective advisors (the "**Released Parties**"). The releases are broad in nature and will become effective upon implementation of the Plan. The proposed Plan and the Purchase Transaction would not have been possible without the participation and support of the Released Parties.

<u>Creditors' Meetings Order</u>

14. The Creditors' Meetings Order contains a provision approving Connacher's execution and delivery of the Plan Sponsorship Agreement and authorizing Connacher to take all steps and to comply with its obligations pursuant thereto. The proposed Creditors' Meetings Order also accepts the filing of the Plan and authorizes Connacher to convene the meetings of the proposed First Lien Lender Class and General Creditor Class on October 3, 2018.

15. Further, the Creditors' Meetings Order contains a provision extending the Stay Period through and including October 31, 2018.

16. In addition to these provisions, the proposed Creditors' Meetings Order contains several procedural elements for, among other things, notification to affected creditors of the Creditors' Meetings, the solicitation of votes and proxies from affected creditors, and the

conduct of the Creditors' Meetings, and sets a date for the Sanction Hearing in the event that the Plan is approved by the requisite majorities of creditors.

17. The Stay Period is set to expire on September 30, 2018. In the event that the relief sought on Connacher's Application is granted, Connacher will require an extension of the Stay Period in order to implement the Plan Sponsor Transactions, including to hold the Creditors' Meetings on October 3, 2018, to seek the Sanction Order if the Plan is approved by the affected creditors, and to complete the Plan Transaction or the Purchase Transaction, as the case may be.

18. Connacher requests that this Honourable Court grant an extension of the Stay Period through and including October 31, 2018, which is the current Outside Date under the Plan Sponsorship Agreement.

19. 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.

20. Connacher has acted and continues to act in good faith and with due diligence in these proceedings, including in implementing the SISP in accordance with its terms, and negotiating a definitive restructuring plan for the benefit of its stakeholders.

Approval and Vesting Order

21. The requested Approval and Vesting Order approves and authorizes Connacher to enter into and perform under the Purchase Agreement. The order also contains a vesting provision that provides that the Purchased Assets will, upon the delivery of the Monitor's Certificate, vest absolutely in the Plan Sponsor, free and clear of all claims and encumbrances except for the Permitted Encumbrances.

22. As a component of the Approval and Vesting Order, the Monitor seeks a sealing order over the Confidential Supplement. The Confidential Supplement includes the details of the Monitor's analysis of the Plan Sponsor Transactions. This analysis includes information regarding the other participants in the SISP and a comparison of the bids received.

23. No parties will suffer prejudice as a result of the sealing order sought.

Supplemental Claims Procedure Order

24. The requested Supplemental Claims Procedure Order sets out procedures for the solicitation of (i) Non-Continuing Employee Claims, (ii) Post-Filing Claims (as defined below), (iii) claims that rank *pari passu* with or in priority to the claims of the First Lien Lenders ("**Secured Claims**"), and (iv) post-CCAA filing claims against Connacher's Directors and Officers ("**Post-Filing D&O Claims**", and, collectively with Non-Continuing Employee Claims, Post-Filing Claims and Secured Claims, "**Claims**").

25. While holders of Secured Claims and Post-Filing D&O Claims will be required to file a proof of claim with the Monitor by September 19, 2018 (the "**Supplemental Claims Bar Date**"), a negative-option claims process will be utilized in respect of Non-Continuing Employee Claims and certain post-filing claims from parties who have provided services to Connacher from the Filing Date through September 1, 2018 ("**Post-Filing Claims**"). Unlike the other claims being solicited in the Supplemental Claims Procedure, Post-Filing Claims will not be compromised and will be paid by Connacher in accordance with existing arrangements or as otherwise provided in the Plan.

26. In consideration of the negative-option claims process developed for holders of Non-Continuing Employee Claims and Post-Filing Claims, the Supplemental Claims Procedure also gives claimants who do not receive notices of such Claims or who may hold restructuring period claims the opportunity to file a proof of claim with the Monitor by the Supplemental Claims Bar Date or Post-Filing Claims Bar Date, as applicable.

27. The Supplemental Claims Procedure Order also confirms that former employees or persons claiming to be former employees of Connacher whose employment or contract of employment was terminated (or alleged to have been terminated) after the Filing Date other than Non-Continuing Employees will receive a claims package and be entitled to complete and return a proof of claim to the Monitor by the Supplemental Claims Bar Date.

Material or evidence to be relied on:

28. The Affidavit of Merle Johnson, sworn August 13, 2018, filed.

29. The 17th Report of the Monitor and the Confidential Supplement thereto, to be filed.

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

Applicable rules:

31. Alberta *Rules of Court*, AR 124/2010.

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

Applicable Acts and regulations:

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

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

35. 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:

36. None.

How the Application is proposed to be heard or considered:

37. 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

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

DATE ON WHICH ORDER WAS PRONOUNCED: August 22, 2018

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

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

UPON the application of Connacher Oil and Gas Limited for an Order, among other things, (i) approving the Plan Sponsorship Agreement (defined below) and authorizing the Applicant to comply with its obligations thereunder; (ii) accepting the filing of the Amended and Restated Plan of Compromise and Arrangement, as it may be amended, restated, supplemented or replaced in accordance with its terms and the Plan Sponsorship Agreement, attached hereto as Schedule "B" (the "**Plan**"); (iii) authorizing the classification of creditors for purposes of voting on the Plan; (iv) authorizing and directing the Applicant to call, hold and conduct meetings of Affected Creditors to vote on resolutions to approve the Plan; (v) authorizing and directing the mailing and distribution of the First Lien Lenders Meeting Materials, the Beneficial Noteholder Information Package and the General Creditors Meeting Materials; (vi) approving the procedures to be followed with respect to the Creditors' Meetings; and (vii) setting a date for the hearing of the Applicant's application for an Order sanctioning the Plan;

AND UPON having read the Application, the Affidavit of Merle Johnson sworn on August 13, 2018 (the "**Johnson Affidavit**"), the 17th Report of Ernst & Young Inc. as the Court-appointed Monitor of the Applicant, and the pleadings and proceedings herein, including the Initial Order granted on May 17, 2016;

AND UPON hearing counsel for the Applicant, the Monitor, the First Lien Agent and the Consenting First Lien Lenders, the Plan Sponsor, and counsel for the other interested parties appearing, with no one else appearing although duly served as appears from the Affidavit of Service of Benjamin Goodis sworn August 13, 2018;

IT IS HEREBY ORDERED AND DECLARED THAT:

DEFINED TERMS

1. All capitalized terms not otherwise defined herein have the meaning ascribed to them in (i) the Plan; or (ii) the Glossary of Terms attached as Schedule "A" hereto.

SERVICE

2. 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.

INTERPRETATION

3. All references 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 shall include the plural, the plural include the singular and any gender includes the other gender.

STAY EXTENSION

6. The Stay Period, as ordered and defined in paragraph 14 of the Initial Order, is hereby extended until and including October 31, 2018.

PLAN SPONSORSHIP AGREEMENT

7. The Plan Sponsorship Agreement is hereby approved. The execution and delivery of the Plan Sponsorship Agreement by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant may deem necessary, and the Applicant is hereby authorized and empowered to take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Plan Sponsorship Agreement.

THE PLAN

8. The Plan is hereby accepted for filing and the Applicant is hereby authorized and directed to call the Creditors’ Meetings for the purpose of having the Affected Creditors vote on the Plan in the manner set out herein.

9. The Applicant may, at any time and from time to time prior to the Creditors' Meetings, amend, restate, modify and/or supplement the Plan, with the consent of the Plan Sponsor, the Majority Consenting First Lien Lenders and the Monitor, provided that any such variation, modification, amendment or supplement shall be posted on the Website and email notice shall be provided to the Service List.

10. The Applicant may propose a variation or modification of, or amendment or supplement to, the Plan during the Creditors' Meetings, with the consent of the Plan Sponsor, the Majority Consenting First Lien Lenders and the Monitor, provided that notice of such variation, modification, amendment or supplement is given to all Creditors entitled to vote and present in person at the applicable Creditors' Meeting(s) prior to the vote being taken at such Creditors' Meeting(s). Any variation, amendment, modification or supplement at a Creditors' Meeting(s) shall be posted promptly on the Website, served by email to the Service List and filed with the Court as soon as practicable following the applicable Creditors' Meeting(s).

11. The Applicant may, at any time and from time to time after one or more of the Creditors' Meetings (and both prior to and subsequent to obtaining the Sanction Order), amend, restate, vary, modify or supplement the Plan without the need for obtaining an Order or providing notice to the Creditors, if the Applicant, the Plan Sponsor, the Monitor and the Majority Consenting First Lien Lenders, acting reasonably and in good faith, determine that such amendment, restatement, variation, modification or supplement would not be materially prejudicial to any of the Creditors under the Plan or is necessary in order to give effect to the substance of the Plan or the Sanction Order. All other modifications to the Plan shall be subject to approval by the Monitor, the Plan Sponsor, the Majority Consenting First Lien Lenders and an Order of the Court.

MONITOR'S ROLE

12. The Monitor, in addition to its prescribed rights and obligations under the CCAA and any Orders made in this CCAA Proceeding, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Creditors' Meetings Order.

13. In carrying out the provisions of this Creditors' Meetings Order, the Monitor shall: (i) have all the protections given to it by the CCAA and any Orders made in this CCAA Proceeding, or as an officer of the Court, including the stay of proceedings in its favour; (ii) incur no liability or obligation as a result of carrying out the provisions of this Creditors' Meetings Order, save and except for any gross negligence or wilful misconduct on its part; (iii) be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, CDS, DTC, the Participant Holders, the Solicitation Agent, the First Lien Agent, the Second Lien Trustee, the Affected Creditors and any information acquired by the Monitor as a result of carrying out its duties under this Creditors' Meetings Order without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PUBLICATION OF NEWSPAPER NOTICE

14. The Monitor will cause the Newspaper Notice to be published on or prior to August 29, 2018 in each of the *Daily Oil Bulletin,* the *Calgary Herald* and the *Globe and Mail (National Edition)*, provided that the Monitor shall not be required to publish any further notice in the case of an adjournment of the Creditors' Meeting(s).

SHAREHOLDER NOTICE

15. As soon as practicable after the granting of this Creditors' Meetings Order, the Applicant shall issue the Shareholder Notice and the Monitor shall post an electronic copy thereof on the Website.

16. Pursuant to and in accordance with the terms of the Plan, no meetings or votes of Existing Shareholders or holders of Equity Claims are required or shall occur in connection with the Plan.

FORMS OF DOCUMENTS

17. The (i) forms of Notice to Affected Creditors, First Lien Lenders Proxy, General Creditors Proxy, Distribution Election Notice, Beneficial Noteholders' Notice, Voting Information and Election Form, Shareholder Notice, Newspaper Notice, Insured Claim Option Notice and Master Proxy attached hereto, and (ii) the Information Circular substantially in the form attached to the Johnson Affidavit, are hereby approved. The Applicant may make any changes to such materials as are necessary or desirable to conform the content thereof to the terms of the Plan or this Creditors' Meetings Order.

CLASSIFICATION OF CREDITORS

18. For the purposes of considering and voting on the Plan, there will be two (2) Classes of Creditors:

    (a) the First Lien Lender Class; and

    (b) the General Creditor Class.

NOTICE TO THE FIRST LIEN LENDERS

19. The Monitor shall, forthwith following the date of this Creditors' Meetings Order, post electronic copies of the First Lien Lenders Meeting Materials on the Website.

20. Only Beneficial First Lien Lenders as of the First Lien Record Date are entitled to receive notice of the Creditors' Meetings and vote at the Creditors' Meetings, without prejudice to any other record date or dates for the purposes of distributions under the Plan or for other purposes.

21. Within one (1) Business Day following the date of this Creditors' Meetings Order the First Lien Agent shall provide the Applicant and the Monitor with a complete list of the names and email addresses of the Beneficial First Lien Lenders and the amount of the First Lien Claim held by such Beneficial First Lien Lender as of the First Lien Record Date.

22. The Monitor shall, on or prior to the Mailing Date, send the First Lien Lenders Meeting Materials by email to the First Lien Agent who will distribute the material to each Beneficial First Lien Lender in accordance with paragraph 21 of this Creditors' Meetings Order. The Monitor will also provide a copy of the First Lien Lenders Meeting Materials to counsel to the Consenting First Lien Lenders.

NOTICE TO BENEFICIAL NOTEHOLDERS

23. Only the Beneficial Noteholders as of the Second Lien Notes Record Date are entitled to receive notice of the Creditors' Meetings and vote at the Creditors' Meeting of General Creditors, without prejudice to any other record date or dates for the purpose of distributions under the Plan or for other purposes.

24. Within one (1) Business Day following the date of this Creditors' Meetings Order, the Second Lien Trustee and/or Broadridge Financial Solutions Inc., shall provide the Applicant, the Monitor and the Solicitation Agent with the Participant Holders List.

25. The Solicitation Agent shall (i) determine the number of Beneficial Noteholder Information Packages that Broadridge or each mailing intermediary requires in order to provide a Beneficial Noteholder Information Package to each Beneficial Noteholder that has an account (directly or indirectly through an agent or custodian) with a Participant Holder, and (ii) by no later than August 30, 2018, send a Beneficial Noteholder Information Package to (a) the Second Lien Trustee, and (b) to Broadridge and other mailing intermediaries for distribution to each Beneficial Noteholder as set out in the books and records of each Participant Holder in

accordance with the terms of this Creditors' Meetings Order and standing procedures. The Solicitation Agent shall mail a Beneficial Noteholder Information Package to Registered Holders.

26. The Solicitation Agent shall, as soon as practical following the filing of the Information Circular on SEDAR, cause CDS and DTC to publish a bulletin to Participant Holders outlining the particulars of the Creditors' Meetings and the instructions for obtaining and recording the Voting Instructions.

27. Beneficial Noteholders are required to provide their Voting Instructions to their Participant Holder in accordance with the Voting Information and Election Form on or prior to the Beneficial Noteholder Voting and Election Deadline, or such later date as the Applicant, in consultation with the Monitor, the Plan Sponsor, and the Majority Consenting First Lien Lenders, may agree in the event of an adjournment, postponement or other rescheduling of the Creditors' Meeting of General Creditors in order to vote at the Creditors' Meeting of General Creditors. Registered Holders other than CDS or DTC will provide the Voting Information and Election Form directly to the Solicitation Agent prior to the Proxy Deadline

28. If multiple Voting Instructions are received from the same Beneficial Noteholder, the latest dated Voting Instructions will supersede and revoke any earlier received Voting Instructions. If multiple Voting Instructions are received from the same Beneficial Noteholder and such Voting Instructions are dated with the same date but are voted inconsistently, such Voting Instructions will not be counted. If Voting Instructions are not dated, they shall be deemed dated as of the date received by the Participant Holder.

29. Each Participant Holder shall provide to the Solicitation Agent a Master Proxy containing all Voting Instructions received from Beneficial Noteholders as soon as practical following the Beneficial Noteholder Voting and Election Deadline and in any

event by no later than 5:00 p.m. on October 1, 2018 or such later date as the Applicant, in consultation with the Monitor, the Plan Sponsor, and the Majority Consenting First Lien Lenders, may agree in the event of an adjournment, postponement or other rescheduling of the Creditors' Meeting of General Creditors. The Solicitation Agent shall deliver to the Monitor the tabulation of votes cast by Beneficial Noteholders, which shall include the votes deemed to be cast FOR the Plan by those Beneficial Noteholders who are Convenience Class Creditors. The Solicitation Agent shall provide the Master List to the Monitor and the Scrutineers for the Creditors' Meeting of General Creditors prior to 9:00 a.m. on the Creditors' Meetings Date. The voting tabulation shall separately identify the principal value and number of Beneficial Noteholders voting FOR and AGAINST the Plan, following normal industry procedures.

30. The accidental failure of, or accidental omission by, the Solicitation Agent to provide a copy of the Beneficial Noteholder Information Package to any one or more of the Participant Holders, the non-receipt of a copy of the Beneficial Noteholder Information Package by any Beneficial Noteholder beyond the reasonable control of the Solicitation Agent or any failure or omission to provide a copy of the Beneficial Noteholder Information Package as a result of events beyond the reasonable control of the Solicitation Agent (including, without limitation, any inability to use postal services) shall not constitute a breach of this Creditors' Meetings Order, and shall not invalidate any resolution passed or proceedings taken at the Creditors' Meeting of General Creditors, but if any such failure or omission is brought to the attention of the Solicitation Agent prior to the Creditors' Meeting of General Creditors, then the Solicitation Agent shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

NOTICE TO GENERAL CREDITORS

31. The Monitor shall forthwith following the date of this Creditors' Meetings Order, post electronic copies of the General Creditors Meeting Materials on the Website.

32. The Monitor shall, on the Mailing Date, deliver the General Creditors Meeting Materials by pre-paid ordinary mail, courier, personal delivery or email to (i) each General Creditor (other than First Lien Lenders, Second Lien Noteholders and Non-Continuing Employees), at the address set out in such General Creditor's Proof of Claim (or in any other written notice that has been received by the Monitor in advance of such date regarding a change of address for a General Creditor), and (ii) each Non-Continuing Employee at the address set out in the books and records of the Applicant (or in any other written notice that has been received by the Monitor in advance of such date regarding a change of address for a Non-Continuing Employee).

MONITOR'S REPORT ON PLAN

33. No later than seven (7) days before the Creditors' Meetings Date, the Monitor shall serve a report regarding the Plan pursuant to section 23(1)(d.1) of the CCAA on the Service List and cause such report to be posted on the Website.

CONDUCT OF MEETINGS AND DELIVERY OF PROXIES

34. The Applicant is hereby authorized and directed to call the Creditors' Meetings and to hold and conduct the Creditors' Meetings at, in the case of the meeting of the First Lien Lender Class, 10:00 a.m., and, in the case of the meeting of the General Creditor Class, at 10:15 a.m., on the Creditors' Meetings Date, at the offices of Cassels Brock & Blackwell LLP, Suite 3810, Bankers Hall West, 888 3rd Street SW, Calgary, Alberta, in the manner set forth herein. In the event that the Creditors' Meetings Date is extended after the Mailing Date, the Monitor shall post notice of the extension of the Creditors' Meetings Date on the Website and provide notice of the extension of the Creditors' Meetings Date to the Service List.

35. The Chairperson shall preside as the chair of each of the Creditors' Meetings and, subject to this Creditors' Meetings Order or any further Order of the Court, shall decide all matters relating to the conduct of each of the Creditors' Meetings.

36. The Monitor may appoint one or more Scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at each of the Creditors' Meetings. One or more people designated by the Monitor shall act as Secretary at each of the Creditors' Meetings.

37. The quorum required at each Creditors' Meeting shall be one (1) Affected Creditor with an Accepted Claim against the Applicant present in person or by proxy at the applicable Creditors' Meeting in person or by proxy.

38. If the requisite quorum is not present at any Creditors' Meeting, or if the Creditors' Meetings Date is postponed or rescheduled pursuant to the terms of this Order, then the Chairperson shall reschedule the Creditors' Meeting(s) to a new date, time and place. Any adjournment or adjournments described in this paragraph 38 shall be for a period of not more than seven (7) days in total unless otherwise agreed to by the Applicant, the Plan Sponsor, the Majority Consenting First Lien Lenders and the Monitor. In the event of any adjournment described in this paragraph 38, no Person shall be required to deliver any notice of the adjournment of the Creditors' Meeting(s) or adjourned Creditors' Meeting(s), provided that the Monitor shall: (i) announce the adjournment at the Creditors' Meeting(s) or adjourned Creditors' Meeting(s), as applicable; (ii) post notice of the adjournment at the originally designated time and location of the Creditors' Meeting(s) or adjourned Creditors' Meeting(s), as applicable; (iii) forthwith post notice of the adjournment on the Website; and (iv) provide notice of the adjournment to the Service List forthwith. Any General Creditors Proxies and First Lien Lenders Proxies validly delivered in connection with the Creditors' Meeting(s) shall be accepted as proxies in respect of any adjourned Creditors' Meeting(s).

39. The only Persons entitled to attend and speak at a Creditors' Meeting are: (i) the Affected Creditors entitled to vote at that Creditors' Meeting (or, if applicable, any Person holding a valid First Lien Lenders Proxy or General Creditors Proxy on behalf of one or more such Affected Creditors) and any such Affected Creditor's legal counsel and financial advisors; (ii) Convenience Class Creditors, (iii) the Chairperson, the Scrutineer and the Secretary; (iv) the Monitor and the Monitor's legal counsel; (v) one or more representatives of the current board of Directors and/or senior management of the Applicant, as selected by the Applicant, and the Applicant's legal counsel and financial advisors; (vi) the Consenting First Lien Lenders' legal counsel and financial advisors; (vii) the First Lien Agent and its legal counsel; (viii) the Second Lien Trustee and its legal counsel; (ix) the Solicitation Agent, (x) the Financial Advisor, and (xi) the Plan Sponsor and its legal counsel and financial advisors. Any other person may be admitted to a Creditors' Meeting on invitation of the Applicant, in consultation with the Monitor.

40. The Monitor may, with the consent of the Applicant, waive in writing the time limits imposed on Affected Creditors as set out in this Creditors' Meetings Order (including the schedules hereto), generally or in individual circumstances, if the Monitor deems it advisable to do so.

ASSIGNMENT OF AFFECTED CLAIMS PRIOR TO THE CREDITORS' MEETINGS

41. Subject to any restrictions contained in Applicable Laws, a General Creditor (other than a holder of a First Lien Deficiency Claim or a Beneficial Noteholder) may transfer or assign the whole of its Claim prior to the Creditors' Meeting of General Creditors (or any adjournment thereof), provided that neither the Applicant nor the Monitor shall be obliged to deal with any transferee or assignee thereof as a General Creditor in respect of such Claim, including allowing such transferee or assignee to attend or vote at the Creditors' Meeting of General Creditors, unless and until a Proof of Assignment has been received and acknowledged by the Monitor in writing, which

receipt must have occurred on or before 5:00 p.m. on the date that is ten (10) Business Days prior to the Creditors' Meeting of General Creditors (or any adjournment thereof). If the Monitor receives and acknowledges such Proof of Assignment in accordance with this Order: (i) the transferor of the applicable Claim shall no longer constitute a General Creditor in respect of such Claim; and (ii) the transferee or assignee of the applicable Claim shall constitute a General Creditor in respect of such Claim and shall be bound by any and all notices previously given to the transferor or assignor in respect thereof and shall be bound by any General Creditors Proxy duly submitted to the Monitor in accordance with this Creditors' Meetings Order. For greater certainty, if a General Creditor transfers the whole of its Claim to more than one Person or part of such Claim to another Person after the Filing Date, such transfer shall not create a separate Voting Claim and such Claim shall continue to constitute and be dealt with for the purposes hereof as a single Voting Claim, provided that such General Creditor may, by notice in writing to the Monitor and acknowledged by the Monitor in writing prior to 5:00 p.m. on the date that is ten (10) Business Days prior to the Creditors' Meeting of General Creditors (or any adjournment thereof), direct that the subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such transferee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim.

42. Only those Beneficial First Lien Lenders that have beneficial ownership of a portion of the First Lien Claim at the First Lien Record Date shall be entitled to vote at the Creditors' Meetings. Nothing in this Creditors' Meetings Order, including paragraph 41, restricts any Beneficial First Lien Lenders from transferring or assigning its portion of the First Lien Claim prior to or after the First Lien Record Date, provided that if such transfer or assignment occurs after the First Lien Record Date, only the

original Beneficial First Lien Lender as at the First Lien Record Date shall be treated as a Beneficial First Lien Lender for purposes of this Creditors' Meetings Order.

43. Only those Beneficial Noteholders that have beneficial ownership of one or more Second Lien Notes as at the Second Lien Notes Record Date shall be entitled to vote at the Creditors' Meeting of General Creditors. Nothing in this Creditors' Meetings Order, including paragraph 41, restricts any Beneficial Noteholders from transferring or assigning its Second Lien Notes prior to or after the Second Lien Notes Record Date, provided that if such transfer or assignment occurs after the Second Lien Notes Record Date, only the original Beneficial Noteholder as at the Second Lien Notes Record Date shall be treated as a Beneficial Noteholder for purposes of this Creditors' Meetings Order.

44. The provisions of this Creditors' Meetings Order shall govern the assignment of Claims and override the assignment provisions contained at paragraphs 37 through 39 of the Claims Procedure Order, except in respect of claims that have, as at the date of this Creditors' Meetings Order, been acknowledged by the Monitor in writing as assigned pursuant to the Claims Procedure Order.

VOTING AT THE MEETING OF THE FIRST LIEN LENDER CLASS

45. Each Beneficial First Lien Lender shall be entitled to one vote as a member of the First Lien Lender Class, which vote shall have a value equal to the dollar value of such Beneficial First Lien Lender's Pro Rata Share of the First Lien Claim as of the First Lien Record Date.

VOTING AT THE MEETING OF THE GENERAL CREDITOR CLASS

46. Each General Creditor shall be entitled to one vote as part of the General Creditor Class, which vote shall have a value equal to the aggregate dollar value of such General Creditor's:

(a) Pro Rata Share, if any, of the First Lien Deficiency Claim as of the First Lien Record Date;

(b) Pro Rata Share, if any, of the Second Lien Deficiency Claim as of the Second Lien Notes Record Date, which vote, for greater certainty, shall be made by submitting Voting Instructions to the applicable Participant Holder in accordance with the terms of this Creditors' Meetings Order; and

(c) the balance of such General Creditor's Voting Claim, if any.

47. For greater certainty, with respect to voting by Beneficial Noteholders, only the Beneficial Noteholders through their Participant Holder, and not the Registered Noteholder or Participant Holder (unless such Registered Holder or Participant Holder holds such Second Lien Notes as beneficial owner on its own behalf) shall be entitled to vote on the Plan using the procedures provided for in this Creditors' Meetings Order. Beneficial Noteholders must disclose their beneficial owner information through their Participant Holder in order to vote on the Plan.

48. Any General Creditor with an Accepted Claim greater than $2,000 (other than a Beneficial Noteholder) may make a Distribution Election in respect of their General Creditor Claim by submitting a Distribution Election Notice to the Monitor by no later than 5:00 p.m. on the Distribution Election Deadline. A Beneficial Noteholder may make a Distribution Election by indicating its election on its Voting Information and Election Form. Beneficial Noteholders with Accepted Claims of less than $2,000 who do not provide Voting Instructions will not be deemed to make a Distribution Election or be deemed to be Convenience Class Creditors.

49. Notwithstanding anything else in this Creditors' Meetings Order, each Convenience Class Creditor will be deemed to vote as part of the General Creditor Class in favour of the Plan which vote shall have a value equal to such Convenience Class Creditor's

Distribution Election Amount. Convenience Class Creditors shall not be entitled to vote at the Creditors' Meeting of General Creditors, whether in person or by proxy.

GENERAL VOTING PROCEDURE AND PROXIES

50. At each Creditors' Meeting, the Chairperson shall direct a vote, by written ballot, on a resolution to approve the Plan and any amendments thereto.

51. Subject to paragraph 46, for the purpose of calculating the two-thirds majority in value of Accepted Claims at each Creditors' Meeting, the aggregate amount of Accepted Claims of all Affected Creditors that vote in favour of the Plan (in person or by proxy) at the Creditors' Meeting shall be divided by the aggregate amount of all Voting Claims of all Affected Creditors that vote on the Plan (in person or by proxy) at the Creditors' Meeting.

52. For the purposes of tabulating the votes cast on any matter that may come before a Creditors' Meeting, the Chairperson shall be entitled to rely on any vote cast by a holder of a First Lien Lenders Proxy and/or a General Creditors Proxy that has been duly submitted to the Monitor in the manner set forth in this Creditors' Meetings Order.

53. Any Affected Creditor (other than a Beneficial Noteholder) that is entitled to vote at one or more Creditors' Meetings must: (i) duly complete and sign a First Lien Lenders Proxy or General Creditors Proxy, as applicable; (ii) specify in the First Lien Lenders Proxy and/or General Creditors Proxy the name of the Person with the power to attend and vote at the applicable Creditors' Meeting(s) on behalf of such Affected Creditor, as the case may be; and (iii) deliver such First Lien Lenders Proxy and/or General Creditors Proxy, as the case may be, to the Monitor so that it is received on or before the Proxy Deadline and such delivery must be made in accordance with the instructions accompanying such First Lien Lenders Proxy and/or General Creditors Proxy.

54. The vote “FOR” or “AGAINST” a resolution indicated by a First Lien Lender on its First Lien Lender Proxy shall be deemed to be such First Lien Lender’s vote in respect of any General Creditor Claims, including any First Lien Deficiency Claims or Second Lien Deficiency Claims, held by such First Lien Lender for the Creditor’s Meeting of General Creditors.

55. In the event that an Affected Creditor (other than a Beneficial Noteholder) validly submits a Proxy to the Monitor and subsequently attends a Creditors’ Meeting in person and votes inconsistently, such Affected Creditor’s vote at the applicable Creditors’ Meeting shall supersede and revoke the earlier received Proxy.

56. In the event that a Beneficial Noteholder who holds General Creditor Claims other than Second Lien Deficiency Claims submits Voting Instructions and a General Creditors Proxy with inconsistent votes, its vote in respect of their entire General Creditor Claim shall be deemed invalid and shall be disregarded and not counted for any purpose.

57. Notwithstanding anything in paragraphs 53 or 54 or any minor error or omission in any First Lien Lenders Proxy or General Creditors Proxy that is submitted to the Monitor, the Chairperson shall have the discretion to accept for voting purposes any First Lien Lenders Proxy or General Creditors Proxy submitted to the Monitor in accordance with this Creditors’ Meetings Order.

VOTING OF DISPUTED CLAIMS

58. If there is any dispute as to the amount of the Pro Rata Share of the First Lien Claim or the First Lien Deficiency Claim owing to any individual Beneficial First Lien Lender, the Monitor will request the First Lien Agent to confirm with the Monitor the information provided with respect to such Beneficial First Lien Lender’s Claim. If any such dispute is not resolved by the date of the Creditors’ Meetings (or any adjournment thereof), the Monitor shall tabulate the vote FOR or AGAINST the Plan

in respect of the disputed amount owing or claimed to be owing to such Beneficial First Lien Lender separately. If: (i) any such dispute remains unresolved as of the Sanction Hearing date; and (ii) the approval or non-approval of the Plan would be affected by the votes cast in respect of such disputed amount, then such result shall be reported to the Court at the Sanction Hearing and, if necessary, the Applicant or the Monitor may make a request to the Court for directions.

59. If there is any dispute as to the amount owing under or number of Second Lien Notes held by any Beneficial Noteholder, the Monitor will request the Participant Holder, if any, who maintains book entry records or other records evidencing such Beneficial Noteholder's ownership of Second Lien Notes, to confirm with the Monitor the information provided with respect to such Beneficial Noteholder’s Claim. If any such dispute is not resolved by the date of the Creditors’ Meeting of General Creditors (or any adjournment thereof), the Monitor shall tabulate the vote FOR or AGAINST the Plan in respect of the disputed amount owing or claimed to be owing under such Beneficial Noteholder's Second Lien Notes separately. If: (i) any such dispute remains unresolved as of the Sanction Hearing Date; and (ii) the approval or non-approval of the Plan would be affected by the votes cast in respect of such disputed amount, then such result shall be reported to the Court at the Sanction Hearing and, if necessary, the Applicant or the Monitor may make a request to the Court for directions.

60. Notwithstanding anything to the contrary herein or in the Plan, each Affected Creditor with a Disputed Claim against the Applicant as at the Creditors’ Meetings Record Date shall be entitled to attend the applicable Creditors’ Meeting(s) and shall be entitled to one vote at said Creditors’ Meeting(s) in respect of such Disputed Claim. Any vote cast in respect of a Disputed Claim shall be dealt with in accordance with paragraph 61, unless and until (and then only to the extent that) such Disputed Claim is ultimately determined to be: (i) an Accepted Claim, in which case such vote shall

have the dollar value attributable to such Accepted Claim; or (ii) a Disallowed Claim, in which case such vote shall be disregarded and not counted for any purpose.

61. The Monitor shall keep a separate record of votes cast by Affected Creditors with Disputed Claims and shall report to the Court with respect thereto at the Sanction Hearing. If approval or non-approval of the Plan by Affected Creditors would be affected by the votes cast in respect of Disputed Claims, such result shall be reported to the Court as soon as reasonably practicable after the Creditors' Meetings.

62. The Applicant and the Monitor shall have the right to seek the assistance of the Court at any time in valuing any Disputed Claim if required to ascertain the result of any vote on the Plan.

APPROVAL OF THE PLAN

63. The Plan must receive an affirmative vote of the Required Majorities at each Creditors' Meeting in order to be approved by the Affected Creditors.

64. The result of any vote at any of the Creditors' Meetings shall be binding on all Affected Creditors, regardless of whether such Affected Creditor was present at or voted at the applicable Creditors' Meeting(s), or was entitled to be present or vote at either of or both of the Creditors' Meetings.

PLAN SANCTION

65. The Monitor shall provide the Monitor's Report Regarding the Creditors' Meetings to the Court as soon as practicable (and in any event within one (1) Business Day) after the Creditors' Meetings with respect to:

    (a) the results of any votes taken at the Creditors' Meetings (or any adjournment thereof);

    (b) whether each of the Required Majorities has approved the Plan;

(c) any separate tabulation of votes required by paragraphs 58, 59 or 61 herein; and

(d) in its discretion, any other matter relating to the Applicant's motion seeking sanction of the Plan.

66. An electronic copy of the Monitor's Report Regarding the Creditors' Meetings and a copy of the materials filed in respect of the Sanction Hearing shall be served on the Service List and posted on the Website prior to the Sanction Hearing.

67. In the event the Plan is approved by each of the Required Majorities, the Sanction Hearing shall be held on the Sanction Hearing Date.

68. Any Person who wishes to oppose the Sanction Hearing shall serve on the Applicant, the Monitor and the Service List a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the Sanction Hearing by no later than 5:00 p.m. on the date that is seven (7) Business Days prior to the Sanction Hearing Date.

69. Service of this Creditors' Meetings Order by the Monitor or the Applicant to the parties on the Service List shall constitute good and sufficient service of notice of the Sanction Hearing on all Persons entitled to receive such service and no other form of notice or service need be made and no other materials need be served in respect of the Sanction Hearing, except that, subject to paragraph 68, any party who intends to rely upon any additional materials in support of the Sanction Hearing shall also serve the Service List with such additional materials by no later than 5:00 p.m. on the date that is at least one (1) Business Day prior to the Sanction Hearing Date.

70. In the event that the Sanction Hearing is adjourned, only those Persons appearing on the Service List as of the date of service or who have provided notice under paragraph 68 herein shall be served with notice of the adjourned date.

MISCELLANEOUS

71. Notwithstanding anything contained in this Creditors' Meetings Order, the Applicant may decide not to call, hold and conduct one or more of the Creditors' Meetings, provided that:

    (a) in the case of a decision not to conduct a Creditors' Meeting, the Monitor, the Applicant or the Chairperson shall communicate such decision to Affected Creditors present at the Creditors' Meeting(s) prior to any vote being taken at the Creditors' Meeting(s);

    (b) the Applicant shall forthwith provide notice to the Service List of any such decision and shall file a copy thereof with the Court forthwith and in any event prior to the Sanction Hearing; and

    (c) the Monitor shall post an electronic copy of any such decision on the Website forthwith and in any event prior to the Sanction Hearing.

72. Nothing in this Creditors' Meetings Order (including the acceptance or determination of any Claim, or any part thereof, as a Voting Claim in accordance with this Creditors' Meetings Order) has the effect of determining Accepted Claims for purposes of distributions or payments under the Plan.

73. The Monitor's fulfillment of the notice, delivery and Website posting requirements set out in this Creditors' Meetings Order shall constitute good and sufficient notice, service and delivery thereof on all Persons who may be entitled to receive notice, service or delivery thereof or who may wish to be present or vote (in person or by proxy) at the Creditors' Meetings, and that no other form of notice, service or delivery need be given or made on such Persons and no other document or material need be served on such Persons.

74. The Applicant and the Monitor shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of this Creditors' Meetings Order including with respect to the completion, execution and time of delivery of required forms.

75. The Applicant or the Monitor may, from time to time, apply to the Court to amend, vary, supplement or replace this Creditors' Meetings Order or for advice and directions concerning the discharge of their respective powers and duties under this Creditors' Meetings Order or the interpretation or application of this Creditors' Meetings Order.

76. Subject to any further Order of the Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Creditors' Meetings Order, the provisions of the Plan shall govern and be paramount, and any such provision of this Creditors' Meetings Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

77. Any notice or other communication to be given under this Creditors' Meetings Order by an Affected Creditor to the Applicant, the Monitor or the Consenting First Lien Lenders shall be in writing in substantially the form, if any, provided for in this Creditors' Meetings Order and will be sufficiently given only if given by prepaid ordinary mail, registered mail, courier, personal delivery, or email addressed to:

The Applicant	Connacher Oil and Gas Limited Suite 1040 – 640 5th Ave SW Calgary, Alberta T2P 3G4 Attention: Suzanne Loov Email: sloov@connacheroil.com
With a copy to the Applicant's counsel and a	Cassels Brock & Blackwell LLP Scotia Plaza, 40 King Street West

copy to the Monitor (which shall not constitute notice):	Suite 2100 Toronto, ON M5H 3C2 Attention: Ryan Jacobs/ Joseph Bellissimo E-mail: rjacobs@casselsbrock.com/ jbellissimo@casselsbrock.com
The Monitor:	Ernst & Young Inc. Calgary City Centre 2200-215 2nd Street SW Calgary, Alberta T2P 1M4 Attention: Neil Narfason/Peter Chisholm E-mail: neil.narfason@ca.ey.com/ peter.chisholm@ca.ey.com
With a copy to the Monitor's Counsel (which shall not constitute notice):	McCarthy Tétrault LLP Suite 4000, 421 7th Avenue SW Calgary, Alberta T2P 4K9 Attention: Sean F. Collins/Walker MacLeod E-mail: scollins@mccarthy.ca/ wmacleod@mccarthy.ca
The Consenting First Lien Lenders	Bennett Jones LLP 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4 Attention: Sean Zweig Email: zweigs@bennettjones.com

78. Any such notice or other communication shall be deemed to have been received: (a) if sent by prepaid ordinary mail or registered mail, on the third Business Day after mailing in Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (b) if sent by courier or personal delivery, on the next Business Day following dispatch; and (c) if sent by email 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.

79. In the event that the day on which any notice or communication required to be delivered pursuant to this Creditors' Meetings Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

80. If, during any period during which notices or other communications are being given pursuant to this Creditors' Meetings Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this 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 e-mail in accordance with this Creditors' Meetings Order.

81. This Court hereby requests the aid and recognition of any court, tribunal, and regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Creditors' Meetings Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Creditors' Meetings Order. All courts, tribunals, and regulatory or administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant, 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 Creditors' Meetings Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Creditors' Meetings Order.

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J.C.Q.B.A.

SCHEDULE “A”

GLOSSARY

For the purposes of this Creditors’ Meetings Order, the following terms shall have the following meanings[1]:

(a) “**Applicant**” has the meaning given to it in the preamble to this Creditors’ Meetings Order;

(b) “**Beneficial Noteholder Information Package**” includes the Beneficial Noteholders’ Notice, the Creditors’ Meetings Order, the Information Circular, and the Voting Information and Election Form;

(c) “**Beneficial Noteholder Voting and Election Deadline**” means 5:00 p.m. (Calgary time) on October 1, 2018;

(d) “**Beneficial Noteholders’ Notice**” means the notice substantially in the form attached as Schedule “G “ hereto;

(e) “**Court**” means the Court of Queen’s Bench of Alberta;

(f) “**CDS**” means CDS Clearing and Depository Services Inc.;

(g) “**Chairperson**” means a representative of the Monitor, designated by the Monitor, who will preside as the chair of each of the Creditors’ Meetings;

(h) “**Creditors’ Meetings**” means the creditors’ meetings of the (i) First Lien Lender Class, and (ii) the General Creditor Class, and includes any adjournments or postponements thereof;

(i) “**Creditors’ Meetings Date**” means October 3, 2018, provided that the Creditors’ Meetings Date may be adjourned, postponed or otherwise rescheduled by (i) the Applicant with the consent of the Monitor, the Plan

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[1] Capitalized terms not defined in the Glossary have the meanings given to them in the Plan.

Sponsor, and the Majority Consenting First Lien Lenders, or (ii) the vote of a majority in value of Voting Claims of the Affected Creditors present at the applicable Creditors' Meetings in person or by proxy;

(j) "**Creditors' Meetings Order**" means this order, as amended, restated or varied from time to time by subsequent Order(s);

(k) "**Distribution Election Deadline**" means 5:00 p.m. (Calgary time) on October 1, 2018;

(l) "**DTC**" means The Depository Trust Company;

(m) "**First Lien Lenders Meeting Materials**" means copies of:

(i) the Notice to Affected Creditors;

(ii) the Information Circular;

(iii) the Creditors' Meetings Order; and

(iv) a blank form of the First Lien Lenders Proxy;

(n) "**First Lien Lenders Proxy**" means a proxy substantially in the form attached as Schedule "D" hereto, to be submitted to the Monitor by a Beneficial First Lien Lender who wishes to vote at the meeting of the First Lien Lender Class and at the meeting of the General Creditor Class, whether by voting in person or by proxy;

(o) "**First Lien Record Date**" means August 22, 2018;

(p) "**General Creditors Meeting Materials**" means copies of:

(i) the Notice to Affected Creditors

(ii) the Information Circular;

(iii) the Creditors' Meetings Order;

(iv) a blank form of the General Creditors Proxy;

(v) the Distribution Election Notice; and

(vi) the Insured Claim Option Notice;

(q) "**General Creditors Proxy**" means a proxy substantially in the form attached as Schedule "E" hereto, to be submitted to the Monitor by any General Creditor who wishes to vote at the meeting of the General Creditor Class, whether in person or by proxy;

(r) "**Information Circular**" means the information circular in respect of the Plan and the Creditors' Meetings substantially in the form attached as Schedule "E" to the Johnson Affidavit, as the same may be amended, supplemented or restated from time to time;

(s) "**Insured Claim Option Notice**" means the notice pursuant to paragraph 17 of this Creditors' Meetings Order, substantially in the form attached as Schedule "K" hereto;

(t) "**Johnson Affidavit**" has the meaning given to it in the preamble to this Creditors' Meetings Order;

(u) "**Mailing Date**" means the second (2nd) Business Day following the date of this Creditors' Meetings Order;

(v) "**Master List**" means the master list of all Voting Instructions and Distribution Election Notices provided by Participant Holders to the Solicitation Agent;

(w) "**Monitor's Report Regarding the Creditors' Meetings**" means a report of the Monitor regarding the Creditors' Meetings;

(x) "**Newspaper Notice**" means the notice for publication pursuant to paragraph 14 of this Creditors' Meetings Order, substantially in the form attached as Schedule "J" hereto;

(y) "**Non-Continuing Employee**" means an employee of the Applicant who does not receive an Offer of Employment or who does not accept an Offer of Employment by 5:00 p.m. (Calgary time) on August 21, 2018 (or such later date as may be agreed to by the Applicant and the Plan Sponsor);

(z) "**Notice to Affected Creditors**" means the notice to Affected Creditors substantially in the form attached as Schedule "C " hereto;

(aa) "**Participant Holder**" means an institution that is a CDS or DTC participant with respect to the Second Lien Notes;

(bb) "**Participant Holders List**" means the list provided by the Second Lien Trustee to the Monitor showing the names of Participant Holders and the principal amount of Second Lien Notes held by each Participant Holder as at the Second Lien Notes Record Date;

(cc) "**Plan Sponsorship Agreement**" means the CCAA Acquisition and Plan Sponsorship Agreement between the Applicant and East River Oil and Gas Ltd. dated August 2, 2018, as may be amended from time to time;

(dd) "**Proxy Deadline**" means 5:00 p.m. two Business Days before the Creditors' Meetings Date;

(ee) "**Registered Holder**" means, in respect of the Second Lien Notes, the holder of such Second Lien Notes as recorded on the books and records of the Second Lien Trustee;

(ff) "**Required Majorities**" means, with respect to each Class of Affected Creditors, the affirmative vote of a majority in number of all voting (in person or by proxy) Creditors holding Accepted Claims in such Class and representing not less than 66⅔% in value of the Accepted Claims voting (in person or by proxy) in such Class at such Creditors' Meeting;

(gg) "**Sanction Hearing**" means the Applicant's Application for the Sanction Order on the Sanction Hearing Date;

(hh) "**Sanction Hearing Date**" means October 4, 2018, or such later date as may be acceptable to the Applicant, the Monitor, the Plan Sponsor, and the Majority Consenting First Lien Lenders;

(ii) "**Scrutineer**" means a scrutineer appointed by the Monitor;

(jj) "**Second Lien Notes Record Date**" means August 22, 2018;

(kk) "**Secretary**" means a secretary at each Creditors' Meeting designated by the Monitor;

(ll) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval system for public filing of securities regulatory information, accessible online at the web address https://www.sedar.com/;

(mm) "**Service List**" means the list of counsel and other interested parties who have requested service of materials filed with the Court in the CCAA Proceeding, as posted by the Monitor on the Website;

(nn) "**Shareholder Notice**" means the press release to be issued by the Applicant including the information contained in Schedule "I" hereto;

(oo) "**Solicitation Agent**" means Kingsdale Advisors;

(pp) "**Voting Information and Election Form**" means the Voting Information and Election Form for Beneficial Noteholders substantially in the form attached as Schedule "H " hereto; and (qq) “**Voting Instructions**” means the voting instructions and Distribution Election Notices submitted by Beneficial Noteholders entitled to vote at the Creditors’ Meeting of General Creditors.

SCHEDULE "B"

PLAN OF COMPROMISE AND ARRANGEMENT

[to be attached]

SCHEDULE “C”

FORM OF NOTICE TO AFFECTED CREDITORS

NOTICE OF CREDITORS’ MEETINGS AND SANCTION HEARING FOR AFFECTED CREDITORS

TO: The Affected Creditors of Connacher Oil and Gas Limited (the “**Applicant**”)

Creditors’ Meetings

NOTICE IS HEREBY GIVEN that a meeting of the First Lien Lender Class and a meeting of the General Creditor Class will be held on October 3, 2018 at 10:00 a.m. (Calgary time) and 10:15 a.m. (Calgary time), respectively, at the offices of Cassels Brock & Blackwell LLP, Suite 3810, Bankers Hall West, 888 3rd Street SW, Calgary, Alberta (the “**Creditors’ Meetings**”) for the following purposes:

1. to consider and, if deemed advisable, to pass, with or without variation, resolutions of the First Lien Lender Class and the General Creditor Class (each a “**Resolution**”) approving the Amended and Restated Plan of Compromise and Arrangement of the Applicant pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time in accordance with the terms thereof, the “**Plan**”); and

2. to transact such other business as may properly come before either of the Creditors’ Meetings or any adjournment or postponement thereof.

The Creditors’ Meetings are being held pursuant to an order (the “**Creditors Meetings Order**”) of the Court of Queen’s Bench of Alberta (the “**Court**”) made on August 22, 2018.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the Creditors’ Meetings Order.

The Plan

The Plan contemplates the compromise of the Claims of the Affected Creditors. The Creditors’ Meetings Order has established that quorum for the Creditors’ Meetings is the presence, in person or by proxy, (i) at the meeting of the First Lien Lender Class one Beneficial First Lien Lender with an Accepted Claim and (ii) at the meeting of the General Creditor Class one General Creditor with an Accepted Claim.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a required majority of Affected Creditors with Accepted Claims in each of the First Lien Lender Class and the General Creditor Class who validly vote in person or by proxy, or were deemed to do so, at the applicable Creditors’ Meetings.

Each Affected Creditor with a Voting Claim will be entitled to one vote in the total amount of its Voting Claim in the applicable class at the applicable Creditors’ Meeting(s) in accordance with the Creditors’ Meetings Order. If the Plan is approved in each of the Creditors’ Meetings, the Plan must then be sanctioned by the Court before it can be implemented. Subject to Court sanction and the satisfaction of the other conditions precedent to implementation of the Plan, all Affected Creditors will then receive the treatment set forth in the Plan.

Forms and Proxies for Affected Creditors

An Affected Creditor, other than a Beneficial Noteholder, may vote at the applicable Creditors' Meeting(s) in person or may appoint another person as its proxyholder by duly completing and submitting to the Monitor the form of First Lien Lenders Proxy or General Creditors Proxy (collectively, the "**Proxies**"), as applicable.

In order to be effective, Proxies must be received by the Monitor at Ernst & Young Inc., Calgary City Centre, 2200-215 2nd Street SW, Calgary, Alberta T2P 1M4 (Attention: Holly McGregor), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. on the last business day before the Creditors' Meetings. Persons appointed as proxyholders need not be Affected Creditors.

If an Affected Creditor at the applicable Creditors' Meeting specifies a vote on the Plan in their Proxy, the Proxy will be voted in accordance with the specification so made. In absence of such specification, a Proxy will be voted FOR the Resolution provided that the proxyholder does not otherwise exercise its right to vote at the applicable Creditors' Meeting(s).

Beneficial Noteholders should promptly contact their Participant Holder and obtain and follow their Participant Holder's instructions with respect to the applicable voting procedures and deadlines, which may be earlier than the deadlines that are applicable to other Affected Creditors. It should be noted that the only way for a Beneficial Noteholder to vote is to provide Voting Instructions. Beneficial Noteholders with questions regarding the solicitation process should contact the Solicitation Agent, Kingsdale Advisors, by phone: 416-867-2272; North American Toll Free: 877-659-1821; or e-mail: contactus@kingsdaleadvisors.com.

Beneficial Noteholders who hold General Creditor Claims other than Second Lien Deficiency Claims are instructed to complete a General Creditors Proxy (in addition to providing Voting Instructions) in order to vote the amount of such General Creditor Claims.

Sanction Hearing

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at each of the Creditors' Meetings, the Applicant intends to bring an application before the Court on October 4, 2018 at 10:00 a.m. (Calgary time) or such later date as may be posted on the Monitor's Website, at the Court located at Calgary Courts Centre, 601 5 Street SW, Calgary.

The application seeks an order sanctioning the Plan under the CCAA and ancillary relief consequent upon such sanction. Any Affected Creditor that wishes to oppose the sanctioning of the Plan must serve on the Applicant, the Monitor and the service list for the Applicant's CCAA proceeding a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the application no later than 5:00 p.m. on the date that is seven (7) Business Days prior to the Sanction Hearing Date.

A copy of the service list may be obtained from the Monitor's Website at www.ey.com/ca/connacheroilandgas together with copies of other materials related to this process.

This Notice is given by the Applicant pursuant to the Creditors' Meetings Order.

DATED this 22nd day of August, 2018.

SCHEDULE "D"

FORM OF FIRST LIEN LENDERS PROXY

PROXY AND INSTRUCTIONS
FOR FIRST LIEN LENDERS
IN THE MATTER OF THE PROPOSED
PLAN OF COMPROMISE AND ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED

MEETINGS OF FIRST LIEN LENDERS AND GENERAL CREDITORS

to be held pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") made on August 22, 2018 (the "**Creditors' Meetings Order**") in connection with the Amended and Restated Plan of Compromise and Arrangement of Connacher Oil and Gas Limited (the "**Applicant**") dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**") on October 3, 2018 at 10:00 a.m. (Calgary time) and at any adjournment, postponement or other rescheduling thereof (the "**First Lien Lender Meeting**"), and on October 3, 2018 at 10:15 a.m. (Calgary time) and at any adjournment, postponement or other rescheduling thereof (the "**General Creditor Class Meeting**") at

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

Please complete, sign and date this Proxy and return it to the Monitor, Ernst & Young Inc., so it is actually <u>received</u> by 5:00 p.m. (Calgary time) on October 1, 2018, or by two (2) Business Days prior to any adjourned, postponed or rescheduled Creditors' Meeting (the "**Proxy Deadline**").

The Plan is included in the First Lien Lender Meeting Materials delivered by the Monitor to all First Lien Lenders, a copy of which you have received. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan or in the Creditors' Meetings Order.

You should review the Plan before you vote. In addition, on August 22, 2018, the Court issued the Creditors' Meetings Order establishing certain procedures for the conduct of the Creditors' Meetings, a copy of which is included in the First Lien Lender Meeting Materials. The Creditors' Meetings Order contains important information regarding the voting process. Please read the Creditors' Meetings Order and the instructions sent with this Proxy prior to submitting this Proxy.

If the Plan is approved by the Required Majorities, is sanctioned by the Court and is implemented, <u>it will be binding on you whether or not you vote.</u>

<u>APPOINTMENT OF PROXYHOLDER AND VOTE</u>

By checking one of the two boxes below, the undersigned First Lien Lender hereby revokes all proxies previously given and nominates, constitutes and appoints either (if no box is checked, the Monitor will act as your proxyholder):

☐ ____, or

☐ Sean Zweig of Bennett Jones LLP, counsel to the First Lien Agent and Consenting First Lien Lenders,

as proxyholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the First Lien Lender Meeting and at adjournment(s), postponement(s) and rescheduling(s) thereof, and at the General Creditor Class Meeting and at adjournment(s), postponement(s) and rescheduling(s) thereof and to vote the amount of the First Lien Lender's Voting Claim(s), as follows (*mark only one*):

☐ Vote **FOR** the approval of the Plan, or

☐ Vote **AGAINST** the approval of the Plan

Please note that if no specification is made above, the First Lien Lender will be deemed to have voted FOR approval of the Plan at the First Lien Lender Meeting and at the General Creditor Class Meeting provided unless the First Lien Lender otherwise exercises its right to vote at the First Lien Lender Meeting or the General Creditor Class Meeting.

The person named as proxyholder is specifically directed to vote as shown below. The person named as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the Plan and to any matters that may come before the First Lien Lender Meeting or at the General Creditor Class Meeting or at any adjournment, postponement or rescheduling thereof.

DEEMED VOTE IN GENERAL CREDITOR CLASS

For greater certainty, the vote "FOR" or "AGAINST" approval of the Plan indicated by a First Lien Lender on its First Lien Lender Proxy shall be deemed to be such First Lien Lender's vote in respect of any General Creditor Claims including any First Lien Deficiency Claims or Second Lien Deficiency Claims held by such First Lien Lender for the General Creditor Class Meeting.

The General Creditor Class Claims held by the undersigned First Lien Lender are:

1 The First Lien Deficiency Claim associated with the amount set of the First Lien Lender Claim set out above
____

2 ____

Claim Description Amount

3 ____

Claim Description Amount

(attach additional pages if required)

Although any General Creditor Claims held by the undersigned First Lien Lender will be deemed to be voted in accordance with this Proxy, First Lien Lenders are required to submit their Voting Instructions on account of any the Second Lien Deficiency Claim held by the First Lien Lender to allow the applicable Participant Holder to verify the beneficial ownership of the Second Lien Notes.

DATED at ______________________ this _______ day of ___________________, 2018.

FIRST LIEN LENDER'S SIGNATURE:

____

(Print Legal Name of First Lien Lender)

____

(Print Legal Name of Assignee, if applicable)

____

Signature of Witness	(Signature of the First Lien Lender/Assignee or an Authorized Signing Officer of the First Lien Lender/Assignee)
Print Name of Witness	(Print Name and Title of Authorized Signing Officer of the First Lien Lender/Assignee, if applicable)

____

(Mailing Address of the First Lien Lender/Assignee)

____

(Telephone Number and E-mail of the First Lien Lender/Assignee or Authorized Signing Officer of the First Lien Lender/Assignee)

YOUR PROXY MUST BE RECEIVED BY THE MONITOR AT THE MAILING ADDRESS OR EMAIL ADDRESS LISTED BELOW OR BEFORE THE PROXY DEADLINE.

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, Alberta T2P 1M4

Attention: Holly McGregor
E-mail: connacher.monitor@ca.ey.com

If you have any questions regarding this Proxy or the voting procedures, or if you need an additional copy or additional copies of the enclosed materials, please contact the Monitor at connacher.monitor@ca.ey.com or visit the Monitor's Website at www.ey.com/ca/connacheroilandgas.

INSTRUCTIONS FOR COMPLETION OF PROXY FOR FIRST LIEN LENDERS

1. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan or in the Creditors' Meetings Order, copies of which you have received.

2. Beneficial First Lien Lenders will be entitled to vote as part of the First Lien Lender Class on the basis of such First Lien Lender's Pro Rata Share of the First Lien Claim as of the First Lien Record Date. Each Beneficial First Lien Lender shall be entitled to one vote as a member of the First Lien Lender Class, which vote shall have a value equal to the dollar value of such Beneficial First Lien Lender's Pro Rata Share of the First Lien Claim as of the First Lien Record Date.

3. Each Beneficial First Lien Lender shall be entitled to one vote as a member of the General Creditor Class, which vote shall have a value equal to the aggregate dollar value of such Beneficial First Lien Lender's (i) Pro Rata Share of the First Lien Deficiency Claim as of the First Lien Record Date, (ii) Pro Rata Share, if any of the Second Lien Deficiency Claim as of the Second Lien Notes Record Date, and (iii) Affected Claim, if any, that is not either a First Lien Deficiency Claim or a Second Lien Deficiency Claim.

4. Check the appropriate box to vote FOR or AGAINST the Plan. If you do not check either box, you will be deemed to have voted FOR approval of the Plan provided you do not otherwise exercise your right to vote at the First Lien Lender Meeting or the General Creditor Class Meeting.

5. The vote "FOR" or "AGAINST" approval of the Plan indicated by a First Lien Lender on its First Lien Lender Proxy shall be deemed to be such First Lien Lender's vote in respect of any General Creditor Claims including any portion of First Lien Deficiency Claim or Second Lien Deficiency Claim held by such First Lien Lender for the General Creditor Class Meeting. First Lien Lenders need not calculate the amount of the First Lien Deficiency Claim held when completing the First Lien Lender Proxy. However, First Lien Lenders who hold a portion of the Second Lien Deficiency Claim must return Voting Instructions and their identifying information for their Second Lien Deficiency Claim vote to be counted.

6. Each First Lien Lender who has a right to vote at the First Lien Lender Meeting and the General Creditor Class Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on behalf of the First Lien Lender and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of the Monitor as its proxyholder. If no proxyholder is specifically identified, the First Lien Lender will be deemed to have appointed Sean Zweig of Bennett Jones LLP, counsel to the First Lien Agent and the Consenting First Lien Lenders, or such other person as Sean Zweig may designate, as proxyholder of the First Lien Lender, with full power of substitution, to attend, vote and otherwise act for and on behalf of the First Lien Lender at the First Lien Lender Meeting and the General Creditor Class Meeting to be held in connection with the Plan and at any and all adjournment(s), postponement(s) or other rescheduling(s) thereof.

7. Please read and follow these instructions carefully. Your completed Proxy must actually be received (i) by the Monitor at Ernst & Young Inc., Monitor of Connacher Oil and Gas Limited, Calgary City Centre, 2200-215 2nd Street SW, Calgary, Alberta T2P 1M4 (Attention: Holly McGregor), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. on the last business day before the Creditors' Meetings (or any

adjournment, postponement or rescheduling thereof). Proxies can be sent to the Monitor at the mailing address or email address listed above. If your Proxy is not received by the Proxy Deadline, unless such time is extended, your Proxy will be disregarded and not counted.

8. Sign the Proxy - your signature is required on the Proxy to appoint a proxyholder and vote at the First Lien Lender Meeting and the General Creditor Class Meeting. If you are completing the Proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name, mailing address, telephone number and e-mail address.

9. If you need additional Proxies, please immediately contact the Monitor.

10. If multiple Proxies are received from the same person with respect to the same Claims prior to the Proxy Deadline, the latest dated, validly executed Proxy that is timely received by the Monitor will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies received by the Monitor dated with the same date, but which are voted inconsistently, such Proxies will be disregarded and not counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.

11. If a First Lien Lender validly submits a Proxy to the Monitor and subsequently attends the First Lien Lender Meeting or the General Creditor Class Meeting and votes in person inconsistently, such First Lien Lender's vote at the First Lien Lender Meeting or the General Creditor Class Meeting will supersede and revoke the earlier received Proxy.

12. Proxies may be accepted for purposes of an adjourned, postponed or other rescheduled Creditors' Meeting if received by the Monitor by the Proxy Deadline.

13. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant will not be counted.

14. After the Proxy Deadline, no Proxy may be withdrawn or modified, except by a First Lien Lender voting in person at the First Lien Lender Meeting (or the General Creditor Class Meeting), without the prior consent of the Monitor and the Applicant.

If you have any questions regarding this Proxy or the voting procedures, or if you need an additional copy or additional copies of the enclosed materials, please contact the Monitor at connacher.monitor@ca.ey.com or visit the Monitor's Website at www.ey.com/ca/connacheroilandgas.

SCHEDULE "E"

FORM OF GENERAL CREDITORS PROXY

PROXY AND INSTRUCTIONS
FOR GENERAL CREDITORS (OTHER THAN BENEFICIAL NOTEHOLDERS)
IN THE MATTER OF THE PROPOSED
PLAN OF COMPROMISE AND ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED

MEETING OF GENERAL CREDITORS

to be held pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") made on August 22, 2018 (the "**Creditors' Meetings Order**") in connection with the Amended and Restated Plan of Compromise and Arrangement of Connacher Oil and Gas Limited (the "**Applicant**") dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**")

on October 3, 2018 at10:15 a.m. (Calgary time) at

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

and at any adjournment, postponement or other rescheduling thereof (the "**General Creditor Class Meeting**").

Please complete, sign and date this Proxy and return it to the Monitor, Ernst & Young Inc. so it is actually received by 5:00 p.m. (Calgary time) on October 1, 2018, or by two (2) business days prior to any adjourned, postponed or rescheduled Creditors' Meeting (the "**Proxy Deadline**").

First Lien Lenders who have submitted a First Lien Lender Proxy should not submit this form.

The Plan is included in the General Creditor Meeting Materials delivered by the Monitor to all General Creditors, a copy of which you have received. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan or in the Creditors' Meetings Order.

You should review the Plan before you vote. In addition, on August 22, 2018, the Court issued the Creditors' Meetings Order establishing certain procedures for the conduct of the General Creditor Class Meeting, a copy of which is included in the General Creditor Meeting Materials. The Creditors' Meetings Order contains important information regarding the voting process. Please read the Creditors' Meetings Order and the instructions sent with this Proxy prior to submitting this Proxy.

If the Plan is approved by the Required Majorities, is sanctioned by the Court and is implemented, it will be binding on you whether or not you vote.

APPOINTMENT OF PROXYHOLDER AND VOTE

By checking one of the two boxes below, the undersigned General Creditor hereby revokes all proxies previously given and nominates, constitutes and appoints either (if no box is checked, the Monitor will act as your proxyholder):

☐ ____, or

☐ a representative of Ernst & Young Inc. in its capacity as Monitor of the Applicant

as proxyholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the General Creditor Class Meeting and at adjournment(s), postponement(s) and other rescheduling(s) thereof, and to vote the amount of the General Creditor's Voting Claim, except the amount of any Second Lien Deficiency Claims held by such General Creditor, as follows (*mark only one*):

☐ Vote **FOR** the approval of the Plan, or

☐ Vote **AGAINST** the approval of the Plan

Please note that if no specification is made above, the General Creditor will be deemed to have voted FOR approval of the Plan at the General Creditor Class Meeting provided unless the General Creditor otherwise exercises its right to vote at the General Creditor Class Meeting.

The person named herein as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the Plan and to any other matters that may come before the General Creditor Class Meeting or at any adjournment(s), postponement(s) or other rescheduling(s) thereof.

DATED at ______________________ this _______ day of ___________________, 2018.

GENERAL CREDITOR'S SIGNATURE:

____

(Print Legal Name of General Creditor)

____

(Print Legal Name of Assignee, if applicable)

____

Signature of Witness	(Signature of the General Creditor/Assignee or an Authorized Signing Officer of the General Creditor/Assignee)
Print Name of Witness	(Print Name and Title of Authorized Signing Officer of the General Creditor/Assignee, if applicable)

____

(Mailing Address of the General Creditor/Assignee)

____

(Telephone Number and E-mail of the General Creditor/Assignee or Authorized Signing Officer of the General Creditor/Assignee)

YOUR PROXY MUST BE RECEIVED BY THE MONITOR AT THE MAILING ADDRESS OR EMAIL ADDRESS LISTED BELOW OR BEFORE THE PROXY DEADLINE.

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, Alberta T2P 1M4

Attention: Holly McGregor
E-mail: connacher.monitor@ca.ey.com

If you have any questions regarding this Proxy or the voting procedures, or if you need an additional copy or additional copies of the enclosed materials, please contact the Monitor at connacher.monitor@ca.ey.com, or visit the Monitor's Website at www.ey.com/ca/connacheroilandgas.

INSTRUCTIONS FOR COMPLETION OF PROXY FOR GENERAL CREDITORS

1. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Plan or in the Creditors' Meetings Order, copies of which you have received.

2. The aggregate amount of your Claim in respect of which you are entitled to vote (your "**Voting Claim**") shall be your Accepted Claim, or with respect to a claim which is not yet an Accepted Claim or a Disputed Claim, the amount as determined by the Monitor to be your Voting Claim in accordance with the Plan, the Claims Procedure Order, the Supplemental Claims Procedure Order and the Creditors' Meetings Order.

3. General Creditors are entitled to vote at the General Creditor Class Meeting in respect of their Claims. This General Creditors Proxy, however, may only be used to vote the amount of your General Creditor Claim that is not a Second Lien Deficiency Claim.

4. Check the appropriate box to vote FOR or AGAINST the Plan. If you do not check either box, you will be deemed to have voted FOR approval of the Plan provided you do not otherwise exercise your right to vote at the General Creditor Class Meeting.

5. Each General Creditor who has a right to vote at the General Creditor Class Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on behalf of the General Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of the Monitor as its proxyholder. If no proxyholder is selected, the General Creditor will be deemed to have appointed any officer of Ernst & Young Inc., in its capacity as Monitor, or such other person as Ernst & Young Inc. may designate, as proxyholder of the General Creditor, with full power of substitution, to attend, vote and otherwise act for on behalf of the General Creditor at the General Creditor Class Meeting to be held in connection with the Plan and at any and all adjournment(s), postponement(s) or other rescheduling(s) thereof.

6. Please read and follow these instructions carefully. Your completed Proxy must actually be received (i) by the Monitor at Ernst & Young Inc., Monitor of Connacher Oil and Gas Limited, Calgary City Centre, 2200-215 2nd Street SW, Calgary, Alberta T2P 1M4 (Attention: Holly McGregor), email: connacher.monitor@ca.ey.com prior to

5:00 p.m. on the last business day before the Creditors' Meetings (or any adjournment, postponement or rescheduling thereof). Proxies can be sent to the Monitor at the mailing address or email address listed above. If your Proxy is not received by the Proxy Deadline, unless such time is extended, your Proxy will be disregarded and not counted.

7. Sign the Proxy - your signature is required on the Proxy to appoint a proxyholder and vote at the General Creditor Class Meeting. If you are completing the Proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name, mailing address, telephone number and e-mail address.

8. If you need additional Proxies, please immediately contact the Monitor.

9. If multiple Proxies are received from the same person with respect to the same Claims prior to the Proxy Deadline, the latest dated, validly executed Proxy that is timely received by the Monitor will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies received by the Monitor dated with the same date, but which are voted inconsistently, such Proxies will be disregarded and not counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.

10. If a General Creditor validly submits a Proxy to the Monitor and subsequently attends the General Creditor Class Meeting and votes in person inconsistently, such General Creditor's vote at the General Creditor Class Meeting will supersede and revoke the earlier received Proxy.

11. If a General Creditor who holds General Creditor Claims other than Second Lien Deficiency Claims submits Voting Instructions and a General Creditors Proxy with inconsistent votes on the Plan, their vote in respect of their entire General Creditor Claim shall be discarded.

12. Proxies may be accepted for purposes of an adjourned, postponed or other rescheduled Creditors' Meeting if received by the Monitor by the Proxy Deadline.

13. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant will not be counted.

14. After the Proxy Deadline, no Proxy may be withdrawn or modified, except by a General Creditor voting in person at the General Creditor Class Meeting, without the prior consent of the Monitor and the Applicant.

If you have any questions regarding this Proxy or the voting procedures, or if you need an additional copy or additional copies of the enclosed materials, please contact the Monitor at connacher.monitor@ca.ey.com or visit the Monitor's Website at www.ey.com/ca/connacheroilandgas.

SCHEDULE "F"

FORM OF DISTRIBUTION ELECTION NOTICE

TO: ERNST & YOUNG INC., in its capacity as Monitor of Connacher Oil and Gas Limited (the "Monitor")

WITH A COPY TO: Connacher Oil and Gas Limited (the "Applicant")

Reference is made to the Amended and Restated Plan of Compromise and Arrangement of the Applicant dated August 13, 2018 made pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be further amended, restated or supplemented from time to time, the "**Plan**").

Capitalized terms used herein and not defined herein have the same meaning given to them in the Plan.

The undersigned is a General Creditor and, excluding any Second Lien Deficiency Claim, has a General Creditor Claim against the Applicant in excess of $2,000 being, in particular, the amount of $__________________.

Pursuant to Section 5.6(b) of the Plan, the undersigned hereby elects to receive in full and final satisfaction of its General Creditor Claim against the Applicant $2,000 and hereby notifies the Applicant and the Monitor of such election.

The undersigned acknowledges that in delivering this election, it will be deemed to vote in favour of the Plan.

If the undersigned does not deliver a valid Distribution Election Notice prior to the Distribution Election Deadline, the undersigned will only be entitled to receive its pro rata share of $500,000, up to the amount of its Accepted Claim, if any, and shall be required to attend at the Creditors' Meeting of General Creditors, in person or by proxy to cast its vote on the Plan.

The undersigned acknowledges that this election will be final and irrevocable once delivered to the Monitor.

DATED at _________________ this ________ day of _________________, 2018.

AFFECTED CREDITOR'S SIGNATURE:

____

(Print Legal Name of Affected Creditor)

____

(Print Legal Name of Assignee, if applicable)

____

Signature of Witness	(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the General Creditor/Assignee)
Print Name of Witness	(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)
	(Mailing Address of the Affected Creditor/Assignee)
	(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

Note: To be valid, this Distribution Election Notice must be received by the Monitor before 5:00 p.m. (Calgary time) on October 1, 2018.

SCHEDULE "G"

FORM OF BENEFICIAL NOTEHOLDERS NOTICE OF CREDITORS' MEETINGS AND SANCTION HEARING

BENEFICIAL NOTEHOLDERS NOTICE OF CREDITORS' MEETINGS AND SANCTION HEARING

TO: The Beneficial Noteholders of Connacher Oil and Gas Limited (the "**Applicant**")

NOTICE IS HEREBY GIVEN that a meeting of the First Lien Lenders Class and a meeting of the General Creditors Class will be held on October 3, 2018 at 10:00 a.m. (Calgary time) and 10:15 a.m. (Calgary time), respectively, at the offices of:

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

(the "**Creditors' Meetings**") for the following purposes:

1. to consider and, if deemed advisable, to pass, with or without variation, resolutions of the First Lien Lender Class and the General Creditor Class (each a "**Resolution**") approving the Amended and Restated Plan of Compromise and Arrangement of the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time in accordance with the terms thereof, the "**Plan**"); and

2. to transact such other business as may properly come before either of the Creditors' Meetings or any adjournment or postponement thereof.

The Creditors' Meetings are being held pursuant to an order (the "**Creditors Meetings Order**") of the Court of Queen's Bench of Alberta (the "**Court**") made on August 22, 2018.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the Creditors' Meetings Order.

<u>The Plan</u>

The Plan contemplates the compromise of the Claims of the Affected Creditors. The Creditors' Meetings Order has established that quorum for the Creditors' Meetings is the presence, in person or by proxy, (i) at the meeting of the First Lien Lenders Class one Beneficial First Lien Lender with an Accepted Claim and (ii) at the meeting of the General Creditors Class (the "**General Creditor Class Meeting**"), one General Creditor with an Accepted Claim.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a required majority of Affected Creditors with Accepted Claims in each of the First Lien Lender Class and the General Creditor Class who validly vote in person or by proxy, or were deemed to do so, at the Creditors' Meetings.

With the exception of Beneficial Noteholders, for whom different voting procedures apply, as set out below, each Affected Creditor with a Voting Claim will be entitled to vote at the applicable Creditors' Meeting(s) in accordance with the Creditors' Meetings Order. If the

Plan is approved in each of the Creditors' Meetings, the Plan must then be sanctioned by the Court before it can be implemented. Subject to Court sanction and the satisfaction of the other conditions precedent to implementation of the Plan, all Affected Creditors will then receive the treatment set forth in the Plan.

Voting Instructions for Beneficial Noteholders

A Beneficial Noteholder may vote at the General Creditor Class Meeting by following the procedures outlined in the Information Circular. In order for a Beneficial Noteholder to vote at the General Creditor Class Meeting, a Beneficial Noteholder must deliver Voting Instructions specifying their vote FOR or AGAINST the Plan. Beneficial Noteholders cannot vote by proxy in respect of their Second Lien Deficiency Claim.

Only Beneficial Noteholders who were Beneficial Noteholders at 5:00 p.m. (Calgary time) on August 22, 2018 (the "**Second Lien Notes Record Date**") are entitled to vote as General Creditors for the purposes of the General Creditor Class Meeting.

Beneficial Noteholders should promptly contact their Participant Holder and obtain and follow their Participant Holder's instructions with respect to the applicable voting procedures and deadlines, which may be earlier than the deadlines that are applicable to other Affected Creditors. It should be noted that the only way for a Beneficial Noteholder to vote is to provide Voting Instructions and disclose the Beneficial Noteholder information to the applicable Participant Holder. No other voting channel will be available and no other form of proxy will be used to vote the Second Lien Deficiency Claims held by Beneficial Noteholders.

Beneficial Noteholders who wish to vote must deliver their Voting Instructions to their Participant Holder prior to the deadline set by the Participant Holder. Beneficial Noteholders who wish to make a Distribution Election in respect of their Second Lien Deficiency Claim shall follow the procedures set out in the Voting Information and Election Form. Under no circumstances should any person deliver Second Lien Notes or evidences of interests in Second Lien Notes to the Applicant, the Monitor, the Second Lien Trustee, or the Solicitation Agent. If a Beneficial Noteholder wishes to attend the General Creditor Class Meeting in person, please contact the Solicitation Agent as soon as possible.

Beneficial Noteholders who hold General Creditor Claims other than Second Lien Deficiency Claims are instructed to complete a General Creditors Proxy in order to vote the amount of such General Creditor Claims. Please refer to the form of General Creditors Proxy provided to you for further instructions. If a Beneficial Noteholder who holds General Creditor Claims other than Second Lien Deficiency Claims submits Voting Instructions and a General Creditors Proxy with inconsistent votes on the Plan, their vote in respect of their entire General Creditor Claim shall be disregarded and not counted.

Any requests for assistance relating to the procedure for delivering Voting Instructions or if you wish to attend the General Creditor Class Meeting in person may be directed to the Solicitation Agent at the following address:

Kingsdale Advisors
The Exchange Tower
130 King Street West, Suite 2950
P.O. Box 361
Toronto, ON
M5X 1E2

Phone: 416-867-2272
North American Toll Free: 877-659-1821
Email: contactus@kingsdaleadvisors.com

Sanction Hearing

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at each of the Creditors' Meetings, the Applicant intends to bring an application before the Court on October 4, 2018 at 10:00 a.m. (Calgary time) or such later date as may be posted on the Monitor's website, at the Court located at Calgary Courts Centre, 601 5 Street SW, Calgary, Alberta.

The application seeks and order sanctioning the Plan under the CCAA and ancillary relief consequent upon such sanction. Any Affected Creditor that wishes to oppose the sanctioning of the Plan must serve on the Applicant, the Monitor and the service list for the Applicant's CCAA proceeding a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the application by no later than 5:00 p.m. on the date that is seven (7) Business Days prior to the Sanction Hearing Date.

A copy of the service list may be obtained from the Monitor's website at www.ey.com/ca/connacheroilandgas together with copies of other materials related to this process.

This Notice is given by the Applicant pursuant to the Creditors' Meetings Order.

DATED this 22nd day of August, 2018.

SCHEDULE "H"

FORM OF VOTING INFORMATION AND ELECTION FORM FOR BENEFICIAL NOTEHOLDERS

The Voting Instruction and Election Form to be distributed to Beneficial Noteholders in accordance with the order (the "Creditors' Meetings Order") of the Court of Queen's Bench of Alberta (the "Court") made on August 22, 2018 shall include the information substantially as set forth in this Voting and Information Election Form.

Capitalized terms used, but not defined herein, shall have the meanings given to them in the Creditors' Meetings Order.

Beneficial Noteholders who wish to vote in respect of their Second Lien Deficiency Claim must deliver their voting instructions ("**Voting Instructions**") to their CDS Clearing and Depository Services Inc., ("**CDS**") or The Depository Trust Company ("**DTC**") intermediary institution ("**Participant Holder**") prior to the deadline set by the Participant Holder. Under no circumstances should any person deliver Second Lien Notes or evidences of interests in Second Lien Notes to the Applicant, the Monitor, the Second Lien Trustee, or the Solicitation Agent. Beneficial Noteholders should not deliver a form of Proxy with respect to their Second Lien Deficiency Claim.

Any requests for assistance relating to the procedure for delivering Beneficial Noteholder Voting Instructions may be directed to the Solicitation Agent at the following address:

Kingsdale Advisors
The Exchange Tower
130 King Street West, Suite 2950
P.O. Box 361
Toronto, ON
M5X 1E2

Phone: 416-867-2272
North America Toll Free: 877-659-1821
Email: contactus@kingsdaleadvisors.com

Beneficial Noteholders are required to provide their Voting Instructions in each case prior to the Beneficial Noteholder Voting and Election Deadline, being October 1, 2018 (or such earlier date as your Participant Holder may establish).

Voting Instructions

Beneficial Noteholders with Voting Claims greater than $2,000 shall be entitled to make the following elections. Please select one.

☐ Make a Distribution Election, which will be deemed to be a vote **FOR** the approval of the Plan.

☐ Do not make a Distribution Election, and vote **FOR** the approval of the Plan.

☐ Do not make a Distribution Election, and vote **AGAINST** the approval of the Plan.

☐ Do not make a Distribution Election, and take no voting action.

*Beneficial Noteholders with Voting Claims equal to or less than $2,000 (and who return voting instructions and identifying information) shall be deemed to make a Distribution Election and to vote **FOR** the approval of the Plan.*

Distribution Election

If you elect to make a Distribution Election, please complete the following section.

Reference is made to the Amended and Restated Plan of Compromise and Arrangement of the Applicant dated August 13, 2018 made pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**").

Capitalized terms used herein and not defined herein have the same meaning given to them in the Plan.

The undersigned is a Beneficial Noteholder and has an Pro Rata Share of the Second Lien Deficiency Claim against the Applicant in excess of $2,000 being, in particular, the amount of $____________________.

Pursuant to Section 5.6(b) of the Plan, the undersigned hereby elects to receive in full and final satisfaction of its Second Lien Deficiency Claim against the Applicant $2,000 and hereby notifies the Applicant and the Monitor of such election.

The undersigned acknowledges that in delivering this election, it will be deemed to vote in favour of the Plan.

If the undersigned does not to make a Distribution Election or identify itself as a Second Lien Noteholder with a total claim less than $2,000, the undersigned will only be entitled to receive its pro rata share of $500,000, up to the amount of its Pro Rata Share of the Second Lien Deficiency Claim.

The undersigned acknowledges that this election will be final and irrevocable once delivered to its Participant Holder.

DATED at __________________ this ________ day of __________________, 2018.

BENEFICIAL NOTEHOLDER'S SIGNATURE:

(Print Legal Name of Affected Creditor)

(Print Legal Name of Assignee, if applicable)

Signature of Witness	(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the General Creditor/Assignee)

Print Name of Witness	(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)
	(Mailing Address of the Affected Creditor/Assignee)
	(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

Connacher
OIL AND GAS LIMITED

SCHEDULE "I"

FORM OF SHAREHOLDER NOTICE

PRESS RELEASE

Connacher Announces Meetings of Creditors and Supplemental Claims Procedure

Calgary, Alberta; August 22, 2018: Connacher Oil and Gas Limited ("**Connacher**" or the "**Company**") announced today that its amended and restated plan of compromise and arrangement dated August 13, 2018 (the "**Plan**") has been accepted for filing by the Court of Queen's Bench of Alberta (the "**Court**") in connection with the Company's restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**").

In connection with the filing of the Plan, the Court has granted orders (i) authorizing meetings of the Company's creditors to be held on October 3, 2018 to consider approval of the Plan (the "**Creditors' Meetings Order**"); (ii) approving and authorizing Connacher's entry into the previously announced Purchase and Sale Agreement dated August 2, 2018 (the "**Purchase Agreement**") between the Company and East River Oil and Gas Ltd. (the "**Plan Sponsor**") and, in the event that the Plan is not implemented, authorizing the Company to perform its obligations under the Purchase Agreement (the "**Approval and Vesting Order**"); and (iii) approving a supplemental claims procedure (the "**Supplemental Claims Procedure**") for the identification and determination of certain priority claims, non-continuing employee claims, and certain post-filing claims against the Company, and post-CCAA filing claims against Connacher's directors and officers (the "**Supplemental Claims Procedure Order**").

Ernst & Young Inc. is overseeing the Company's CCAA proceeding as the court-appointed Monitor (the "**Monitor**"). Terms not otherwise defined herein have the meanings provided for in the Plan, which is available on the Monitor's website at www.ey.com/ca/connacheroilandgas (the "**Website**").

The Plan

The Creditors' Meetings Order contains a provision approving the Company's execution and delivery of the previously announced Plan Sponsorship Agreement dated August 2, 2018 (the "**Plan Sponsorship Agreement**"), and authorizes the Company to take all steps and to comply with its obligations thereunder. The Company is now preparing to implement the terms of the Plan Sponsorship Agreement, including its preparations for the Creditors' Meetings (as defined below) and the solicitation of claims under the Supplemental Claims Procedure, each as set out in further detail below.

The Plan provides that, subject to the terms and conditions set out therein, the Plan Sponsor will acquire a 100% equity interest in the Company for cash consideration of $113.5 million. The Plan provides for payments and distributions to the Company's affected creditors with proven claims from the cash consideration plus the Company's existing cash as determined and adjusted pursuant to the Plan.

As the cash consideration being paid by the Plan Sponsor under the plan, along with Connacher's adjusted existing cash, is insufficient to pay all of the claims of creditors of Connacher in full, no value will accrue to Connacher's shareholders as a result of the implementation of the Plan and the outstanding shares and options of Connacher will be cancelled for no consideration and without any vote of the existing shareholders.

The above description is a summary only and is subject to the final provisions of the Plan.

Creditors' Meetings

Voting by Affected Creditors

The Plan contemplates two classes of creditors: (i) a class of the Company's first lien lenders (the "**First Lien Lender Class**"); and (ii) a class (the "**General Creditor Class**") comprised of all other affected creditors, other than holders of certain priority claims and holders of equity claims in the Company (each, a "**General Creditor**"). The first lien lenders will vote in both the First Lien Lender Class and, with respect to their deficiency claims, in the General Creditor Class.

The Court has ordered a meeting of the First Lien Lender Class and a meeting of the General Creditor Class to take place on October 3, 2018 at 10:00 a.m. and 10:15 a.m. (Calgary time) (together, the "**Creditors' Meetings**"), respectively, at the offices of the Company's legal counsel, Cassels Brock & Blackwell LLP, Suite 3810, Bankers Hall West, 888 3rd Street SW, Calgary, Alberta. The purpose of the Creditors' Meetings will be to consider and, if deemed advisable, to pass, with or without variation, resolutions approving the Plan.

To become effective under the CCAA, the Plan must be submitted to meetings of each class of creditors and each class must approve the Plan by a majority in number representing at least two thirds in value of the voting claims of creditors who actually vote (in person or by proxy) at each of the Creditors' Meetings (the "**Required Majorities**"). The Creditors' Meetings will be conducted pursuant to the Creditors' Meetings Order granted by the Court on August 22, 2018.

No Voting by Equity Claims

The Plan provides that all existing shares and related equity instruments and claims of Connacher (collectively, the "Equity Claims") will be cancelled and extinguished for no consideration and without any return of capital. Holders of Equity Claims will not be entitled to attend or vote at the Creditors' Meetings.

Sanction Hearing

If the Plan is approved at the Creditors' Meetings, Connacher intends to bring an application (the "**Sanction Hearing**") before the Court on October 4, 2018 at 10:00 a.m. (Calgary time) or such later date as may be posted on the Website, at the Court located at Calgary Courts Centre, 601 5 Street SW, Calgary, Alberta.

At the Sanction Hearing, Connacher will be seeking the granting of an order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any objections to the Sanction Hearing must be served on Connacher, the Monitor and the service list no later than 5:00 p.m. on the date that is seven (7) business days prior to the Sanction Hearing.

Notification of Voting Process

Forthwith after the granting of the Creditors' Meetings Order, the Monitor will send meeting materials to (i) the first lien agent for distribution to each beneficial first lien lender, (ii) to each General Creditor (other than first lien lenders, second lien noteholders and non-continuing employees), at the address set out in such General Creditor's proof of claim, and (iii) to each non-continuing employee at the address set out in the books and records of the Company. The meeting materials include a notice of the applicable Creditors' Meeting(s), an information circular (the "**Circular**"), and a form of proxy. The Monitor has posted a copy of the meeting materials, including the Circular, on the Website.

Detailed instructions as to how affected creditors (other than beneficial holders of second lien notes ("**Beneficial Noteholders**")) can vote at the applicable Creditors' Meeting(s) are set out in the Circular. Except for certain excepted affected creditors, as detailed in the Circular, an affected creditor may, generally, attend at the applicable Creditors' Meeting(s) in person or may appoint another person as its proxyholder to attend the meeting on their behalf.

Special procedures apply to voting by Beneficial Noteholders and are set out in the Circular and a Beneficial Noteholder may vote at the General Creditor Class meeting by following these procedures.

Beneficial Noteholders should promptly contact the institution holding their second lien notes (each, a "Participant Holder") and obtain and follow their Participant Holder's instructions with respect to the applicable voting procedures and deadlines, which may be earlier than the deadlines that are applicable to other affected creditors. It should be noted that the only way for a Beneficial Noteholder to vote is to provide voting instructions and disclose the Beneficial Noteholder's information to the applicable Participant Holder. No other voting channel will be available and no other form of proxy will be used to vote the second lien deficiency claims held by Beneficial Noteholders.

Any requests for assistance relating to the procedure for delivering voting instructions or if you wish to attend the General Creditor Class meeting in person may be directed to Kingsdale Advisors (the "Solicitation Agent") at the following address:

Kingsdale Advisors
The Exchange Tower
130 King Street West, Suite 2950
P.O. Box 361
Toronto, ON
M5X 1E2

Phone: 416-867-2272
North American Toll Free: 877-659-1821
Email: contactus@kingsdaleadvisors.com

Supplemental Claims Procedure Order

On August 22, 2018, the Court also granted the Supplemental Claims Procedure Order. The Supplemental Claims Procedure Order establishes, among other things, a process for the identification, quantification and determination of secured claims, non-continuing employee claims and certain post-filing claims against the Company and post-CCAA filing claims against the directors and officers.

Claimants asserting secured claims against the Company or post-filing claims against the directors and officers are required to file a proof of claim with the Monitor prior to 1:00 p.m. (Calgary time) on September 19, 2018 (the "**Supplemental Claims Bar Date**").

With respect to non-continuing employee claims and post-CCAA filing claims, the Company is conducting a "negative option" claims process through which the Company will provide each non-continuing employee and each claimant who the Company believes holds a post-filing claim a notice identifying the amount owed to such person according to the Company's books and records (the "**Claim Determination**"). If a holder of a post-filing claim or a non-continuing employee claim disagrees with the Claim Determination, such holder may provide to the Monitor a notice of dispute by no later than fifteen (15) calendar days after delivery of the notice of post-CCAA filing claim or notice of non-continuing employee claim, as applicable. If no notice of dispute is timely provided to the Monitor, the Claim Determination will be deemed to be final. Claimants who believe they hold non-continuing employee claims or post-filing claims but do not receive a notice from the Company are required to file a proof of claim prior to the Supplemental Claims Bar Date, in the case of non-continuing employee claims, or prior to 1:00 p.m. (Calgary time) on October 1, 2018 (the "**Post-Filing Claims Bar Date**").

Approval and Vesting Order

On August 22, 2018, the Court granted the Approval and Vesting Order with respect to the transaction contemplated by the Purchase Agreement, which among other things, approves the Purchase Agreement and provides for the vesting of the Company's assets free and clear of certain encumbrances in the Plan Sponsor upon delivery of the monitor's certificate. The Approval and Vesting Order will not be relied upon unless and until a CCAA plan termination event occurs and the monitor's certificate described in the Approval and Vesting Order is delivered by the Monitor.

Extension of the Stay of Proceedings

In connection with its pursuit of the transactions described above, the Company has obtained an extension of the CCAA stay of proceedings through and including October 31, 2018.

Additional Information

The above description is a summary only and is subject to the express terms of the orders and documents described herein. A copy of the Creditors' Meetings Order, the Supplemental Claims Procedure Order, the Approval and Vesting Order and all related CCAA materials can be found on the Website and will be filed under the Company's profile on www.sedar.com.

About Connacher

Connacher is a Calgary-based in situ oil sands developer, producer, and marketer of bitumen. The Company holds a 100 per cent interest in approximately 465 million barrels of proved and provable bitumen reserves and operates two steam-assisted gravity drainage facilities located on the Company's Great Divide oil sands leases near Fort McMurray, Alberta.

Forward Looking Statements

This press release contains forward looking information including, but not limited to the status of the Creditors Meetings, the implementation of the Plan, the transaction contemplated by the Purchase Agreement and the Company's CCAA proceedings.

Forward looking information is based on management's expectations regarding the voting of creditors at the Creditors Meetings, the implementation of the Plan and the completion of the transactions contemplated by the Purchase Agreement in the event the Plan is not implemented. Forward looking information involves significant known and unknown risks and uncertainties, which could cause actual results to differ materially from those anticipated. These risks include, but are not limited to: that the Plan Sponsor and/or the Company may not obtain required creditor, regulatory and Court approvals required to successfully implement the Plan or the Purchase Agreement; that the Company may not be able to prevent third parties from obtaining court orders or approvals that are contrary to the Company's interests, risks relating to the future co-operation of the creditors of the Company, including but not limited to the agreements of certain creditors to vote in favour of the Plan, as well as the risks associated with conducting business in the oil and gas industry (e.g., operational risks in development, exploration and production; delays or changes in plans with respect to exploration or development projects or capital expenditures; the uncertainty of reserve and resource estimates; the uncertainty of geological interpretations; the uncertainty of estimates and projections relating to production, costs and expenses; and health, safety and environmental risks), risk of commodity price and foreign exchange rate fluctuations, risks associated with the impact of general economic conditions, risks and uncertainties associated with maintaining the necessary regulatory approvals and securing the financing to continue operations and increase production to levels previously achieved.

Although Connacher 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 press release and Connacher 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
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

SCHEDULE "J"

FORM OF NEWSPAPER NOTICE

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

NOTICE IS HEREBY GIVEN that Connacher Oil and Gas Limited (the "**Applicant**") has filed with the Court of Queen's Bench of Alberta (the "**Court**") an amended and restated plan of compromise and arrangement dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time in accordance with the terms thereof, the "**Plan**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**").

You can view copies of the documents relating to this process, including the Plan and applicable proxy forms on the following website (the "**Website**"): www.ey.com/ca/connacheroilandgas.

Creditors' Meetings

NOTICE IS HEREBY GIVEN that a meeting of the First Lien Lenders Class and a meeting of the General Creditors Class will be held on October 3, 2018 at 10:00 a.m. (Calgary time) and 10:15 a.m. (Calgary time), respectively, at the offices of

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

(the "**Creditors' Meetings**") for the following purposes:

1. to consider and, if deemed advisable, to pass, with or without variation, resolutions of the First Lien Lender Class and the General Creditor Class (each a "**Resolution**") approving the Plan; and

2. to transact such other business as may properly come before either of the Creditors' Meetings or any adjournment or postponement thereof.

The Creditors' Meetings are being held pursuant to an order (the "**Creditors Meetings Order**") of the Court made on August 22, 2018.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the Creditors' Meetings Order, copies of which are can be viewed on the Website.

The Plan

The Plan contemplates the compromise of the Claims of the Affected Creditors. The Creditors' Meetings Order has established that quorum for the Creditors' Meetings is the presence, in person or by proxy, (i) at the meeting of the First Lien Lenders Class one Beneficial First Lien Lender with an Accepted Claim and (ii) at the meeting of the General Creditors Class one General Creditor with an Accepted Claim.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a required majority of Affected Creditors with Accepted Claims in each of the First Lien Lender Class and the General Creditor Class who validly vote in person or by proxy, or were deemed to do so, at the Creditors' Meetings.

Each Affected Creditor with a Voting Claim will be entitled to vote at the applicable Creditors' Meeting(s) in accordance with the Creditors' Meetings Order. If the Plan is approved in each of the Creditors' Meetings, the Plan must then be sanctioned by the Court. Subject to the satisfaction of the other conditions precedent to implementation of the Plan, all Affected Creditors will then receive the treatment set forth in the Plan.

Forms and Proxies for Affected Creditors

An Affected Creditor, other than a Beneficial Noteholder, may attend at the applicable Creditors' Meeting(s) in person or may appoint another person as its proxyholder by duly completing and submitting to the Monitor the form of First Lien Lenders Proxy or General Creditors Proxy (collectively, the "**Proxies**"), as applicable.

In order to be effective, Proxies must be received by the Monitor at Ernst & Young Inc., Calgary City Centre, 2200-215 2nd Street SW, Calgary, Alberta T2P 1M4 (Attention: Holly McGregor), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. on the last business day before the Creditors' Meetings. Persons appointed as proxyholders need not be Affected Creditors.

If an Affected Creditor at the applicable Creditors' Meeting specifies a vote on the Plan in their Proxy, the Proxy will be voted in accordance with the specification so made. In absence of such specification, a Proxy will be voted FOR the Resolution provided that the proxyholder does not otherwise exercise its right to vote at the applicable Creditors' Meeting(s).

Sanction Hearing

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at each of the Creditors' Meetings, the Applicant intends to bring an application before the Court on October 4, 2018 at 10:00 a.m. (Calgary time) or such later date as may be posted on the Monitor's Website, at the Court located at Calgary Courts Centre, 601 5 Street SW, Calgary, Alberta.

The application seeks an order sanctioning the Plan under the CCAA and ancillary relief consequent upon such sanction. Any Affected Creditor that wishes to oppose the sanctioning of the Plan must serve on the Applicant, the Monitor and the service list for the Applicant's CCAA proceeding a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the application by no later than 5:00 p.m. on the date that is seven (7) Business Days prior to the Sanction Hearing Date.

A copy of the service list may be obtained from the Monitor's Website at www.ey.com/ca/connacheroilandgas together with copies of other materials related to this process.

This Notice is given by the Applicant pursuant to the Creditors' Meetings Order.

DATED this 22nd day of August, 2018.

SCHEDULE "K"

FORM OF INSURED CLAIM OPTION NOTICE

TO: ERNST & YOUNG INC., in its capacity as Monitor of Connacher Oil and Gas Limited (the "Monitor")

WITH A COPY TO: Connacher Oil and Gas Limited (the "Applicant")

Reference is made to the Amended and Restated Plan of Compromise and Arrangement of the Applicant dated August 13, 2018 made pursuant to the *Companies' Creditors Arrangement Act* (Canada) (as may be further amended, restated or supplemented from time to time, the "**Plan**").

Capitalized terms used herein and not defined herein have the same meaning given to them in the Plan.

The undersigned is an Affected Creditor holding a Claim in the amount of $_________________. The undersigned hereby elects to pursue the entirety of its Claim as an Insured Claim against the relevant insurer and hereby irrevocably waives any right to pursue its Claim or any part thereof against the Applicant or any other Released Party, and waives any right or entitlement to a distribution under the Plan. The undersigned acknowledges and agrees that neither the Applicant nor the Monitor has made any representation or warranty to it that an Insured Claim exists or is recoverable in any way from any policy of insurance.

The undersigned acknowledges that this election will be final and irrevocable once delivered to the Monitor.

DATED at _________________ this ________ day of _________________, 2018.

AFFECTED CREDITOR'S SIGNATURE:

	(Print Legal Name of Affected Creditor)
	(Print Legal Name of Assignee, if applicable)
Signature of Witness	(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the General Creditor/Assignee)
Print Name of Witness	(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)
	(Mailing Address of the Affected Creditor/Assignee)

(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)

Note: To be valid, this Insured Claim Option Notice must be received by the Monitor before 5:00 p.m. (Calgary time) on September 28, 2018.

SCHEDULE "L"

FORM OF MASTER PROXY

IN THE MATTER OF THE PROPOSED
PLAN OF COMPROMISE AND ARRANGEMENT OF
CONNACHER OIL AND GAS LIMITED

MASTER PROXY

12**% Convertible Notes due August 31, 2018**
CUSIP: ●
ISIN: ●

Second Lien Notes Record Date: 5:00 p.m. (Calgary Time) on August 22, 2018

Beneficial Noteholder Voting and Election Deadline: 5:00 p.m. (Calgary Time) on October 1, 2018

Defined terms used and not otherwise defined herein have the meanings ascribed to them in the Information Circular of Connacher Oil and Gas Limited ("**Connacher**") dated August 13, 2018 relating to a meeting of holders of 12% Convertible Notes due August 31, 2018 (the "**Second Lien Notes**") issued by Connacher.

INSTRUCTIONS: Participant Holders holding the above-referenced security through DTC should complete this Master Proxy on their own behalf or on behalf of the Beneficial Noteholders for whom they hold the Second Lien Notes, and return this Master Proxy to Kingsdale Advisors, in its capacity as the Solicitation Agent.

Second Lien Noteholder Voting Instructions either for or against approval of Connacher's Amended and Restated Plan of Compromise and Arrangement dated August 13, 2018 (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**") must be aggregated by Participant Holders outside of DTC on this Master Proxy and submitted to and tabulated by the Solicitation Agent.

In addition, for the purposes of determining eligibility to receive Distribution Elections and to calculate the number of creditors voting on the Plan, Beneficial Noteholders must provide and agree to disclose their identity and aggregate amount of Second Lien Notes held.

For clarity, only the Voting Instructions submitted by Participant Holders to the Solicitation Agent will count for the purposes of the vote on the Plan and submission of instructions via DTC will not constitute a vote for the Plan.

Beneficial Noteholders of Second Lien Notes held through a Participant Holder (such as a bank, broker or other intermediary) should not use this Master Proxy.

FOR ASSISTANCE IN COMPLETING THIS FORM OR FOR ADDITIONAL MATERIALS, PLEASE CONTACT KINGSDALE ADVISORS, IN ITS CAPACITY AS SOLICITATION AGENT, AT 416-867-2272 OR TOLL-FREE AT 1-866-581-0512.

It is the sole and exclusive responsibility of Beneficial Noteholders to ensure that their instructions are properly submitted by the Participant Holder and to Kingsdale Advisors on or before the applicable deadlines set forth in the Information Circular. The Company will bear no responsibility for failure of a Beneficial Noteholder or a Participant Holder to deliver the voting instructions to Kingsdale Advisors prior to the deadlines set out in the Information Circular.

THE PARTICIPANT HOLDER, in its capacity as such, hereby revokes all proxies previously given in respect of the Plan (other than a proxy given in a capacity other than as a Participant Noteholder) and hereby votes the amounts set forth below in accordance with the Creditors' Meetings Order:

Beneficial Noteholder Name and Contact Information	Principal Amount Held by Beneficial Noteholder	Votes FOR the Resolution	Votes AGAINST the Resolution	Beneficial Noteholder has made a Distribution Election

(attach additional sheets if required)

By signing below, the Participant Holder hereby certifies that: (i) the information above is a true and accurate list of Second Lien Notes held by the Participant Holder's Beneficial Noteholders as of the Beneficial Noteholder Voting and Election Deadline who have delivered voting instructions to the undersigned Participant Holder, and (ii) the undersigned

Participant Holder is the holder, through a position held at DTC, of the Second Lien Notes that are represented by this Master Proxy.

DATED at ___________________ this _____ day of ___________________, 2018.

____

(DTC PARTICIPANT NUMBER)

____

(PRINT NAME OF DTC PARTICIPANT)

____

(PRINT NAME OF AUTHORIZED EMPLOYEE CONTACT)

____

(TITLE)

____

(TELEPHONE NUMBER & EMAIL)

X____

(*SIGNATURE)*

MEDALLION STAMP BELOW

Master Proxies need to be delivered to Kingsdale Advisors, by the following options:

Email to: contactus@kingsdaleadvisors.com **(Attn: Connacher Oil and Gas Limited Proxy - DTC Participant Number);**

Fax: to either (866) 545-5580 or (416) 867-2271

You must ensure your scan is completed in colour to ensure visibility of the medallion. Black and white copies will not be accepted;

Mail to: **Kingsdale Advisors**
The Exchange Tower
130 King Street West, Suite 2950,
P.O. Box 361,
Toronto, Ontario, M5X 1E2,

in each case such that it is received by no later than the Second Lien Notes Record Date for eligibility to receive Second Lien Notes or the Beneficial Noteholder Voting and Election Deadline for eligible voting at the Creditors' Meetings or, if the Creditors' Meetings are adjourned or postponed, no later than 5:00 p.m. (Calgary time) on the Business Day prior to any adjournments or postponements thereof.

DELIVERY OF THIS MASTER PROXY OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE VALID DELIVERY.

Copies of this and other documents should be retained for your files.

The Court has ordered that you verify each Beneficial Noteholder's Voting Instructions and include the amounts of their holdings and their identity on the Master

Proxy for delivery to the Solicitation Agent before 5:00 p.m. (Calgary Time) on October 1, 2018.

Connacher and the Monitor may use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of the Creditors' Meetings Order including with respect to the completion, execution and time of delivery of required forms.

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

DATE ON WHICH ORDER WAS PRONOUNCED: August 22, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

UPON THE APPLICATION by Connacher Oil and Gas Limited (the "**Vendor**") for an order approving the sale transaction and related matters (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Purchase Agreement**") between the Vendor and East River Oil and Gas Ltd. (the "**Purchaser**") dated August 2, 2018, and vesting in the Purchaser the Vendor's right, title and interest in and to the purchased assets described in the Purchase Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Application, the Affidavit of Merle Johnson sworn on 13, 2018 (the "**Johnson Affidavit**"), the Seventeenth Report of Ernst & Young Inc., the Court-appointed monitor of the Vendor (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 Vendor, the Purchaser, the Monitor, the Consenting First Lien Lenders, the First Lien Agent (each as defined in the Johnson Affidavit), and counsel for the other interested parties appearing, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Benjamin Goodis sworn ●, 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.

DEFINED TERMS

2. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

APPROVAL OF TRANSACTIONS

3. The Purchase Agreement is hereby approved in its entirety. The Transaction is hereby approved and the execution of the Purchase Agreement by the Vendor is hereby authorized, ratified, confirmed and approved, with such minor amendments as the Purchaser and the Vendor may deem necessary, with the consent of the Monitor and the Majority Consenting First Lien Lenders. In the event of a CCAA Plan Termination Event (as defined in the Purchase Agreement) or unless otherwise ordered by the Court, the Vendor is hereby authorized and directed to complete the Transaction subject to the terms of the Purchase Agreement, to perform its obligations under the Purchase Agreement and any ancillary documents related thereto (collectively, with the Purchase Agreement, the "**Transaction Documents**"), and to take such additional steps and to 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

4. Upon 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 Vendor's right, title, interest and estate, whether absolute or contingent, legal or beneficial, in and to the Purchased

Assets described in the Purchase Agreement shall vest absolutely, exclusively, entirely and forever in the Purchaser, free and clear of any and all rights, titles, benefits, priorities, claims (including claims provable in bankruptcy in the event that the Vendor should be adjudged bankrupt), liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, caveats, mortgages, pledges, trusts, deemed trusts (whether contractual, statutory, or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, options to purchase, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including, without limiting the generality of the foregoing:

(a) any encumbrances or charges as created by and/or defined in:

   (i) the Initial Order;

   (ii) the Order (Approval of ATB Credit Facilities) of the Honourable Mr. Justice Jones pronounced November 10, 2017;

   (iii) the Order (Engagement of Financial Advisor) of the Honourable Mr. Justice Jeffrey pronounced February 28, 2018;

   (iv) the Order (Support Agreement, SISP, & KEIP Approval) of the Honourable Associate Chief Justice J.D. Rooke pronounced March 28, 2018; and

   (v) any other orders pronounced in this Action;

(b) all charges, security interests or claims evidenced by registration, filing or publication pursuant to:

   (i) the *Personal Property Security Act*, RSA 2000, c P-7;

   (ii) the *Personal Property Security Act*, RSBC 1996, c 359;

   (iii) the *Personal Property Security Act*, 1993, SS 1993, c P-6.2;

   (iv) the *Mines and Minerals Act*, RSA 2000, c M-17;

   (v) the *Land Titles Act*, RSA 2000, c L-7 (the "***Land Titles Act*** **(Alberta)**");

   (vi) the *Land Title Act*, RSBC 1996, c 250 (the "***Land Title Act*** **(BC)**");

   (vii) the *Municipal Government Act*, RSA 2000, c M-26; and

(viii) any other personal or real property registration system; and

(c) those Encumbrances listed in **Schedule "B"** hereto,

but in each case, excluding the permitted encumbrances listed in **Schedule "C"** hereto and the Unaffected Municipal Tax Claims (collectively, the "**Permitted Encumbrances**"), and this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, are hereby expunged and discharged as against the Purchased Assets.

5. Nothing in this order abrogates or amends the approval process to transfer the applicable licences, permits, and approvals by the Alberta Energy Regulator and the British Columbia Oil and Gas Commission pursuant to legislation administered by the Alberta Energy Regulator and the British Columbia Oil and Gas Commission.

6. From and after the closing of the Transaction, if requested in writing by the Purchaser, the Vendor, to the extent able and necessary and at Purchaser's expense, is authorized and directed to take all necessary steps within its power and execute all documents to effect any and all discharges relating to the Encumbrances (except for Permitted Encumbrances) and the registrars and all other Persons in control or otherwise supervising such offices of the registration or recording shall forthwith remove and discharge all such registrations.

7. For the purposes of determining the nature and priority of Claims, including but not limited to the Municipal Tax Claims (other than the Unaffected Municipal Tax Claims), the net proceeds from the sale of the Purchased Assets (to be held in an interest bearing trust account by the Vendor) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. Upon delivery of the Monitor's Certificate, the Municipality shall have no further claims or remedies in respect of the Municipal Tax Claims other than the Unaffected Municipal Tax Claims as against the Purchaser or the Purchased Assets.

9. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Encumbrances against the Vendor, other than the Permitted Encumbrances, to the extent expressly provided in the Transaction Documents.

10. Upon delivery of the Monitor's Certificate, the Vendor and all Persons who claim by, through or under the Vendor in respect of the Purchased Assets, save and except for the Persons

entitled to the benefit of the Permitted Encumbrances or as otherwise expressly provided in the Transaction Documents, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all estate, right, title, interest, royalty, rental, equity of redemption, or Encumbrance in respect of or to the Purchased Assets and, to the extent that any such Persons remain in possession or control of any of the Purchased Assets, or any artifacts or any certificates, instruments or other indicia of title representing or evidencing any right, title, estate or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser upon request.

11. Upon delivery of the Monitor's Certificate, the Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by any Person claiming by or through or against the Vendor, other than the Permitted Encumbrances.

12. Upon delivery of the Monitor's Certificate, the holders of the Permitted Encumbrances shall cease to have any claim whatsoever against the Monitor or the Vendor.

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

14. Except as provided for in the Purchase Agreement, no further authorization or approval or any other action by any authority or regulatory body exercising jurisdiction over the Purchased Assets shall be required for the Closing and post-Closing implementation of the Transaction contemplated in the Purchase Agreement.

15. Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") in respect of the Vendor and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the Vendor; and

(d) the provisions of any federal or provincial legislation,

the vesting of the Purchased Assets in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall it constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive conduct or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

CANCELLATION OF PERSONAL PROPERTY SECURITY REGISTRATIONS

16. Upon receipt of the Monitor’s Certificate, counsel to the Purchaser is authorized to discharge the encumbrances listed on **Schedule “B”** hereto and the Registrar of the Personal Property Registry (Saskatchewan) is directed to provide any applicable RIN numbers to the Purchaser.

REAL PROPERTY AND MINERAL RIGHTS IN ALBERTA

17. Upon (i) receipt of the Monitor’s Certificate and any applicable registration fees by the applicable Alberta Governmental Authority (as defined below), and (ii) the filing of a certified copy of this Order with such Alberta Governmental Authority, The Department of Energy and the Minister of Energy (the “**Alberta Department and Minister of Energy**” and together with the Registrar of the Personal Property Registry (Alberta), the “**Alberta Governmental Authorities**” and each an “**Alberta Governmental Authority**”) are hereby authorized, requested, and directed to, in each case to the extent applicable

(a) enter the Purchaser as owner and/or lessee of the Vendor’s interest in the mines and minerals comprising the Alberta real or mineral property;

(b) record the discharge, deletion and expunging from the Alberta real or mineral Property all of the Encumbrances listed in **Schedule “B-1”** hereto, and

(c) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets,

in each case, in order to convey clear title to such Purchased Assets to the Purchaser, subject only to Permitted Encumbrances. For further certainty, the Alberta Department and Minister of Energy shall not cancel or discharge the registration of any builders’ liens or security notices registered against estates or interests other than the estate or interest of the Vendor.

REAL PROPERTY AND MINERAL RIGHTS IN BRITISH COLUMBIA

18. Upon (i) receipt of delivery of the Monitor’s Certificate and any applicable registration fees by the applicable BC Governmental Authority (as defined below), and (ii) the filing of a certified copy of this Order with such BC Governmental Authority, a Registrar or Registrars under the *Land Title Act* (BC); British Columbia Ministry of Natural Gas Development, Upstream Development Division, Tenure and Geoscience Branch; the British Columbia Ministry of Agriculture and Lands; FrontCounterBC; British Columbia Oil and Gas Commission; and all

other government ministries and authorities in British Columbia exercising jurisdiction with respect to the Purchased Assets (collectively, and together with the BC PPR Registrar, the "**BC Governmental Authorities**" and each a "**BC Governmental Authority**") are hereby authorized, requested and directed to (in each case, as applicable):

(a) enter the Purchaser as the owner and/or lessee of the Vendor's interest in the mines and minerals subject only to the Permitted Encumbrances;

(b) record the discharge, deletion and expunging from the existing title documents respecting the Purchased Assets, all Encumbrances listed in **Schedule "B-2"** hereto; and

(c) register such transfers, discharges, discharge statements or conveyances, as may be required to convey clear title to the Purchased Assets, subject only to Permitted Encumbrances.

in each case, in order to convey clear title to such Purchased Assets to the Purchaser, subject only to Permitted Encumbrances. For further certainty, the BC Governmental Authorities shall not cancel or discharge the registration of any builders' liens or security notices registered against estates or interests other than the estate or interest of the Vendor.

19. The Alberta Governmental Authorities, the BC Governmental Authorities, the Ministry of the Economy for the Province of Saskatchewan (together with the Saskatchewan PPR Registrar, the "**Saskatchewan Governmental Authorities**"), and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Purchased Assets (collectively, the "**Governmental Authorities**") are expressly authorized and directed to include in the discharges of the Encumbrances described above all Encumbrances registered after the date the Initial Order was granted, other than the Permitted Encumbrances.

AID AND RECOGNITION

20. In order to effect the discharges and transfers described above, this Court requests that the Governmental Authorities each take such steps as are necessary to give effect to the terms of this Order, and the Purchase Agreement authorized herein. Presentment of this Order and a copy of the Monitor's Certificate shall be the sole and sufficient authority of the Governmental Authorities to make and register the said transfers and cancel and discharge the registrations of any Encumbrances on the Purchased Assets other than the Permitted Encumbrances.

21. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in the United States of America, Canada or in any of

its provinces or territories, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor, the Vendor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, and the Vendor, as may be necessary or desirable to give effect to this Order or to assist the Monitor, the Vendor and their agents in carrying out the terms of this Order.

SEALING ORDER

22. The confidential supplement to the Seventeenth Report (the "**Confidential Material**") shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Confidential Material shall be kept confidential and shall not form part of the public record, but rather shall be placed, separate and apart from all contents in the Court file to be shown only to a Justice of this Court, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order.

MISCELLANEOUS MATTERS

23. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, the Vendor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Vendor's records pertaining to the Vendor's past and current employees, including personal information of those employees listed in the Purchase Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Vendor.

24. The Vendor, Purchaser and Monitor may pursue the provisional execution of this Order, including without limiting the general application of the foregoing, notwithstanding any appeal and without requirement to provide any security or provision for costs whatsoever. Without limiting the generality of the foregoing, this Order shall be registered by the Alberta Land Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act* (Alberta) or any similar act in any province of Canada and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

25. The Vendor, 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.

26. 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.

27. 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 400 421-7th Avenue SW Calgary, Alberta T2P 4K9 Attn: Sean Collins/Walker MacLeod Tel: 403-260-3531 Fax: 403-260-3500 scollins@mccarthy.ca /wmacleod@mccarthy.ca	

RECITALS

1. Pursuant to an Order of the Honourable Madam Justice Dario of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 17, 2017 Ernst & Young Inc. was appointed as the Monitor (the "**Monitor**") of Connacher Oil and Gas Limited (the "**Vendor**").

2. Pursuant to an Order of the Court dated August 22, 2018 the Court approved the agreement of purchase and sale made as of August 2, 2018 (the "**Purchase Agreement**") between the Vendor and East River Oil and Gas Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Vendor'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 conditions to closing set out in sections 4.4 and 4.5 of the Purchase Agreement have been satisfied or waived in accordance with the terms of the Purchase Agreement; and (ii) the Transaction has been completed to the satisfaction of the Monitor.

3. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement or the Approval and Vesting Order, as applicable.

THE MONITOR CERTIFIES the following:

(a) The Monitor has been advised in writing by the Vendor and the Purchaser that each of the conditions to closing set out in sections 4.4 and 4.5 of the Purchase Agreement has been satisfied or waived in accordance with the Purchase Agreement; and

(b) The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _________________ [Time] on __________________________, 2018 [Date].

Ernst & Young Inc., in its capacity as Court-appointed Monitor of Connacher Oil and Gas Limited

Per: ________________________________

Name: ________________________________

Title: ________________________________

Schedule "B"

Encumbrances

Schedule "B-1"

Alberta Real Property and Mineral Rights

Descriptor	Details
Agreement Type/Number	074 7407010531 Oil Sands Lease
Encumbrance ID	0800141
Encumbrance Type	Security Notice
Status	Active
Registration Date	2008/01/15
Registration Type/Number	SN 0800141 Security Notice
Interest Of	Great Divide Oil Corporation
Secured Party	Computershare Trust Company of Canada, as Collateral Agent
Security Notice	0800141
Secured Party	Computershare Trust Company of Canada, as Collateral Agent
Address for Service	600, 530 8th Avenue SW, Calgary, AB, T2P 0B2
The secured party hereby gives notice that it has a security interest affecting the following agreement(s) (type and number)	Oil Sands Lease 7404010454 Oil Sands Lease 7407010522 Oil Sands Lease 7407010523 Oil Sands Lease 7407010524 Oil Sands Lease 7404010456 Oil Sands Lease 7404120875 Oil Sands Lease 7404010457 Oil Sands Lease 7404010458 Oil Sands Lease 7405070551 Oil Sands Lease 7407010525 Oil Sands Lease 7405070552 Oil Sands Lease 7404010459 Oil Sands Lease 7404010460 Oil Sands Lease 7406070401 Oil Sands Lease 7406110501 Oil Sands Lease 7405070553 Oil Sands Lease 7405070554 Oil Sands Lease 7407010531 Oil Sands Lease 7405070555 Oil Sands Lease 7405070556 Oil Sands Lease 7406010664

Descriptor	Details
	Oil Sands Lease 7406010665 Oil Sands Lease 7406010666 Oil Sands Lease 7406050801 Oil Sands Lease 7406050803 Oil Sands Lease 7406110503 Oil Sands Lease 7406110506 Oil Sands Lease 7406110507 Oil Sands Lease 7406050804 Oil Sands Lease 7406050805 Oil Sands Lease 7406050806
Full name of corporation or individual who gave the security interest	Great Divide Oil Corporation
Describe the general nature only of the security interest arising under the security instrument.	Debenture dated December 3rd, 2007

Schedule “B-2”

British Columbia Real Property and Mineral Rights

Schedule "C"

Permitted Encumbrances

"Permitted Encumbrances" means:

i. all encumbrances, overriding royalties, net profits interests and other burdens identified in Schedule "A" to the Purchase Agreement;

ii. all Identified ROFRs arising under or pursuant to the Title Documents;

iii. the terms and conditions of the Title Documents, including, without limitation, the requirement to pay any rentals or royalties to the grantor thereof to maintain the Title Documents in good standing and any royalty or other burden reserved to the grantor thereof or any gross royalty trusts applicable to the grantor's interest in any of the Title Documents;

iv. the right reserved to or vested in any grantor, Authorized Authority or other public authority by the terms of any Title Document or by Applicable Law to terminate any Title Document;

v. easements, right of way, servitudes or other similar rights in land, including, without in any way limiting the generality of the foregoing, rights of way and servitudes for highways, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone or cable television conduits, poles, wires or cables;

vi. Taxes on Petroleum Substances or the income or revenue therefrom, unless specifically excluded and governmental restrictions on production rates from the Wells or on operations being conducted on the Lands or otherwise affecting the value of any of the Assets;

vii. agreements for the sale, processing, transmission or transportation of Petroleum Substances, which are set forth in the Disclosure Letter or which are entered into by Vendor subsequent to the date of this Agreement;

viii. any obligation of Vendor to hold any portion of its interest in and to any of the Assets in trust for Third Parties;

ix. the right reserved to or vested in any municipality, Authorized Authority or other public authority to control or regulate any of the Assets in any manner, including any directives or notices received from any municipality, Authorized Authority or other public authority pertaining to the Assets;

x. undetermined or inchoate liens incurred or created as security in favour of any Person with respect to the development or operation of any of the Assets, as regards Vendor's share of the costs and expenses thereof which are not due or delinquent as of the date hereof or, if then due or delinquent are being contested in good faith by Vendor;

xi. the reservations, limitations, provisos and conditions in any grants or transfers from the Crown of any of the Lands or interests therein, and statutory exceptions to title;

xii. agreements respecting the operation of Wells by contract field operators;

xiii. provisions for penalties and forfeitures under agreements as a consequence of non-participation in operations; and

xiv. liens granted in the ordinary course of business to a public utility, municipality or Authorized Authority with respect to operations pertaining to any of the Assets.

For the avoidance of doubt, “Permitted Encumbrances” includes (i) the Burgess Royalty Agreement and (ii) the Unaffected Municipal Taxes.

Terms not otherwise defined in this schedule have the meaning set forth in the Purchase Agreement.

SCHEDULE “C” 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	**SUPPLEMENTAL CLAIMS PROCEDURE ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Cassels Brock & Blackwell LLP** Bankers Hall West 888-3rd Street SW Suite 3810 Calgary, Alberta T2P 5C5 Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine Tel: 403-351-2920 Fax: 403-648-1151 rjacobs@casselsbrock.com jbellissimo@casselsbrock.com nlevine@casselsbrock.com	

DATE ON WHICH ORDER WAS PRONOUNCED:	August 22, 2018
LOCATION OF HEARING:	Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Justice Macleod

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

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

IT IS HEREBY ORDERED THAT:

SERVICE OF APPLICATION

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

DEFINITIONS

2. In this Order:

   (a) "**Accepted Claim**" means the classification and amount of the Claim of a Claimant as finally determined in accordance with the provisions of this Order;

   (b) "**Administration Charge**" means the Administration Charge as defined in the Initial Order;

   (c) "**Applicant**" has the meaning given to it in the recitals to this Order;

   (d) "**ATB Charge**" means the ATB Charge as defined in the Order (Approval of ATB Credit Facilities) granted by the Court in the CCAA Proceeding dated November 10, 2017;

   (e) "**Authorized Authority**" means a federal, provincial, state, territorial, municipal or other government or government department, agency or authority (including a court of law or any regulatory authority or body) having jurisdiction over the Applicant or its Business;

   (f) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C, 1985, c. B-3, as amended;

   (g) "**Business**" means the business of the Applicant;

(h) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the Province of Alberta, Canada;

(i) "**Calendar Day**" means a day, including Saturday, Sunday and any statutory holidays in the Province of Alberta, Canada;

(j) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

(k) "**CCAA Plan**" means the Plan of Compromise and Arrangement dated August 2, 2018, attached at Exhibit "B" to the Creditors' Meetings Order, as it may be amended, restated, supplemented or replaced in accordance with its terms;

(l) "**CCAA Proceeding**" means the proceeding commenced by the Applicant under the CCAA in the Court, under Action No. 1601-06131;

(m) "**Charges**" means the Administration Charge, the Directors' Charge, the KERP/LTIP Charge, the ATB Charge, the FA Charge and the KEIP Charge;

(n) "**Claim**" means:

(i) a Non-Continuing Employee Claim;

(ii) a Post-Filing Claim;

(iii) a Post-Filing D&O Claim; or

(iv) a Secured Claim;

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

(o) "**Claim Determination**" means:

(i) with respect to Non-Continuing Employee Claims, the amount of each Non-Continuing Employee's Non-Continuing Employee Claim, as calculated by the Applicant and provided to the Monitor pursuant to paragraph 19 of this Order; and

(ii) with respect to Post-Filing Claims, the amount of each Claimant's Post-Filing Claim, as calculated by the Applicant and provided to the Monitor pursuant to paragraph 27 of this Order;

(p) "**Claimant**" means any Person asserting a Claim and includes without limitation a Person who, according to the books and records of the Applicant, may have a Claim against the Applicant, the transferee or assignee of a Claim transferred and recognized as such in accordance with the Creditors' Meetings Order, or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;

(q) "**Claims Package**" means the material to be provided by the Monitor to Claimants who may have a Claim, which material shall include:

(i) in the case of Employees who may have a Non-Continuing Employee Claim: an Instruction Letter, a Notice of Non-Continuing Employee Claim, a blank form of Notice of Dispute, and blank Proof of Claim forms;

(ii) in the case of Claimants who may have a Post-Filing Claim: an Instruction Letter, a Notice of Post-Filing Claim, and a blank form of Notice of Dispute; and

(iii) in the case of Claimants who may have a Secured Claim and/or a Post-Filing D&O Claim: an Instruction Letter and blank Proof of Claim form,

in each case, along with such other materials as the Applicant or the Monitor may consider appropriate or desirable;

(r) "**Class**" means any one of the classes of creditors set out in Section 3.2 of the CCAA Plan for the purpose of considering and voting upon the CCAA Plan and receiving distributions thereunder;

(s) "**Consenting First Lien Lenders**" means those certain First Lien Lenders that are party to the Support Agreement;

(t) "**Continuing Contract**" means a contract, arrangement or other agreement (oral or written) for which a notice of disclaimer pursuant to Section 32 of the CCAA has not been sent by the Applicant on or prior to the Disclaimer Deadline;

(u) "**Court**" means the Court of Queen's Bench of Alberta in the Judicial Centre of Calgary;

(v) "**Creditors' Meetings Order**" means the Creditors' Meetings Order granted by the Court in the CCAA Proceeding dated August 22, 2018;

(w) "**Creditors' Meetings**" means the meetings of each Class of creditors called for the purposes of considering and voting in respect of the CCAA Plan, as set out in and held pursuant to the Creditors' Meetings Order, and includes any postponements or adjournments thereof;

(x) "**Director**" means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of the Applicant;

(y) "**Directors' Charge**" means the Directors' Charge as defined in the Initial Order;

(z) "**Disclaimer Deadline**" means 5:00 p.m. (Calgary time) on the day which is 35 days prior to the Creditors' Meeting for the General Creditor Class or if such day is not a Business Day then the immediately preceding Business Day;

(aa) "**Employee**" means the current employees of the Applicant as of the date of this Order;

(bb) "**Employee Priority Claim**" means all unpaid amounts, if any, provided for in Section 6(5)(a) of the CCAA;

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

   (i) any claim secured by the Administration Charge, the ATB Charge, the FA Charge or the KEIP Charge; and

   (ii) any claim by a current Employee, Director or Officer in their capacity as such only to the extent such claim is secured by a Charge or is an Employee Priority Claim;

(dd) "**FA Charge**" means the FA Charge as defined in the Order (Engagement of Financial Advisor) of the Court granted in the CCAA Proceeding dated February 28, 2018;

(ee) **"Filing Date**" means May 17, 2016;

(ff) "**First Lien Agent**" means Wilmington Trust, National Association, in its capacity as administrative agent for the First Lien Lenders, or any successor thereto;

(gg) "**First Lien Credit Agreement**" means the first lien credit agreement dated as of May 23, 2014 among the Applicant, as borrower, the First Lien Lenders and the First Lien Agent, as amended by amendment no. 1 dated as of May 8, 2015;

(hh) "**First Lien Indebtedness**" means all obligations and liabilities owing by the Applicant under the First Lien Credit Agreement;

(ii) "**First Lien Lenders**" means the lenders under the First Lien Credit Agreement;

(jj) "**Former Employee**" means any employee of the Applicant or Person alleging to have been an employee of the Applicant, whose employment or contract of employment was terminated (or purported to be terminated) after the Filing Date other than a Non-Continuing Employee;

(kk) "**General Creditor Class**" has the meaning given to such term in the CCAA Plan;

(ll) "**Initial Claims Bar Date**" means September 26, 2016;

(mm) "**Initial Claims Package**" means the claims package under the Initial Claims Procedure Order;

(nn) "**Initial Claims Procedure Order**" means the Claims Procedure Order granted by the Court in the CCAA Proceeding dated August 24, 2016;

(oo) "**Initial Order**" means the Initial Order granted by the Court in the CCAA Proceeding on the Filing Date;

(pp) "**Initial Proof of Claim**" means the proof of claim form included in the Initial Claims Package;

(qq) "**Instruction Letter**" means the instruction letter to Claimants, substantially in the form attached as Schedule "D" hereto;

(rr) "**KEIP Charge**" means the KEIP Charge as defined in the Order (Support Agreement, SISP & KEIP Approval) of the Court granted in the CCAA Proceeding dated March 28, 2018;

(ss) "**KERP/LTIP Charge**" means the KERP/LTIP Charge as defined in the Initial Order;

(tt) "**Known Potential Claimant**" means:

(i) any Claimant who, based on the books and records of the Applicant as of the date of this Order, may be owed an amount characterized as a Claim; and

(ii) any Claimant who has, as of the date of this Order, advised the Applicant that it asserts a Claim against the Applicant;

(uu) "**Monitor**" means Ernst & Young Inc., in its capacity as Court-appointed monitor of the Applicant in the CCAA Proceeding;

(vv) "**Newspaper Notice to Claimants**" means the notice for publication pursuant to paragraph 15 of this Order, substantially in the form attached as Schedule "A";

(ww) "**Non-Continuing Employee**" means an Employee who does not receive an Offer of Employment or who does not accept an Offer of Employment by 5:00 p.m. on August 21, 2018 (or such later date as may be agreed to by the Applicant and the Plan Sponsor);

(xx) "**Non-Continuing Employee Claim**" means, with respect to a Non-Continuing Employee, a claim for termination or severance pay or for payments arising from the termination of the employment of such Employee pursuant to the CCAA Plan, provided that such Non-Continuing Employee's Non-Continuing Employee Claim shall exclude (i) any Employee Priority Claim, and (ii) any entitlement under an employee incentive or retention plan secured by the KEIP Charge or the KERP/LTIP Charge;

(yy) "**Notice of Dispute**" means the notice referred to in paragraph 40 hereof, substantially in the form attached as Schedule "G" hereto, which may be delivered to the Monitor (with a copy to the Applicant) by a Claimant disputing a Notice of Non-Continuing Employee Claim, a Notice of Post-Filing Claim, or a Notice of Revision or Disallowance, as applicable, with reasons for the dispute;

(zz) "**Notice of Non-Continuing Employee Claim**" means the notice referred to in paragraph 20 hereof, substantially in the form attached as Schedule "B" hereto, advising each Non-Continuing Employee of the Claim Determination amount with respect to his or her Non-Continuing Employee Claim;

(aaa) "**Notice of Post-Filing Claim**" means the notice referred to in paragraph 28 hereof, substantially in the form attached as Schedule "C" hereto, advising each

Claimant who holds a Post-Filing Claim, of the Claim Determination of his/her or its Post-Filing Claim;

(bbb) "**Notice of Revision or Disallowance**" means the notice referred to in paragraph 39 hereof, substantially in the form of Schedule "F" hereto, advising a Claimant that the Applicant has revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;

(ccc) "**Offer of Employment**" has the meaning given to it in the Plan Sponsorship Agreement;

(ddd) "**Officer**" means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of the Applicant;

(eee) "**Person**" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Authorized Authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;

(fff) "**Plan Sponsor**" means East River Oil and Gas Ltd.;

(ggg) "**Plan Sponsorship Agreement**" means the CCAA Acquisition and Plan Sponsorship Agreement among the Applicant and the Plan Sponsor dated August 2, 2018, as may be amended from time to time;

(hhh) "**Post-Filing Claim**" means any indebtedness, liability or obligation of the Applicant of any kind that arises during and in respect of the period commencing on the Filing Date and ending on September 1, 2018 in respect of services rendered or supplies provided to the Applicant during such period or under or in accordance with a Continuing Contract, but does not include:

(i) any claim that is secured by the Charges;

(ii) any Non-Continuing Employee Claim or any claim by a Former Employee relating to or arising from the termination of such Former Employee's employment or contract of employment;

(iii) any claim arising in respect of the Support Agreement;

(iv) claims for professional fees and expenses that are currently being paid by the Applicant in the CCAA Proceeding;

(v) a Pre-Filing Claim, a Restructuring Period Claim, a D&O Restructuring Period Claim, a D&O Claim, an Alleged Directors' Charge Claim, a Priority Secured Claim, an Alleged Retention Plan Claim, an Alleged Priority Secured Claim, an Alleged Emkay Claim, a Final Emkay Claim, a Crown Priority Claim, a Municipal Tax Claim, an Unaffected Municipal Tax Claim, or an Employee Priority Claim, as each capitalized term listed in this sub-paragraph is defined in the CCAA Plan;

(vi) any claim that would be a Post-Filing Claim but has already been asserted, addressed, claimed, alleged, or otherwise dealt with in an existing proof of claim filed pursuant to the Initial Claims Procedure Order, or otherwise asserted in a filing with the Court in the CCAA Proceeding; or

(vii) claims that are required to be resolved otherwise pursuant to this Order;

(iii) "**Post-Filing Claims Bar Date**" means 1:00 p.m. (Calgary time) on October 1, 2018;

(jjj) "**Post-Filing D&O Claim**" means:

(i) any right or claim of any Claimant that may be asserted or made in whole or in part against one or more Directors or Officers that relates to a Secured Claim or a Non-Continuing Employee Claim for which such Directors or Officers are by law liable to pay in their capacity as Directors or Officers; or

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

(kkk) "**Post-Filing D&O Indemnity Claim**" means any existing or future right or claim of any Director or Officer against the Applicant which arose or arises as a result of any Claimant having a Post-Filing D&O Claim against such Director or Officer for which such Director or Officer is entitled to be indemnified by the Applicant;

(lll) "**Proof of Claim**" means the aggregate of the documentation submitted by a Claimant pursuant to the Supplemental Claims Procedure to evidence its Claim, which shall include the Proof of Claim substantially in the forms attached as Schedule "E-1", Schedule "E-2", or Schedule "E-3" hereto, as applicable;

(mmm) "**Restructuring Period Claim**" means any right or claim of any Claimant against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever resulting from the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease, or other agreement or obligation, whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;

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

(i) any claims and amounts secured by any of the Charges;

(ii) amounts deemed to be held in trust pursuant to:

(A) subsection 227(4) or (4.1) of the *Income Tax Act* (Canada) (the "***Income Tax Act***");

(B) subsection 23(3) or (4) of the *Canada Pension Plan* (Canada) (the "***Canada Pension Plan***");

(C) subsection 86(2) or (2.1) of the *Employment Insurance Act* (Canada) (the "***Employment Insurance Act***"); or

(D) any provincial law that creates a deemed trust the sole purpose of which is to ensure remittance of amounts deducted or withheld under such provincial law if:

(I) that provincial law imposes a tax similar in nature to the tax imposed under the *Income Tax Act* and the amounts deducted or withheld under that law are of the same nature as the amounts referred to in subsection 227(4) or (4.1) of the *Income Tax Act*; or

(II) the province is a "province providing a comprehensive pension plan", as such phrase is defined in subsection 3(1) of the *Canada Pension Plan*, the law establishes a "provincial pension plan" as defined in that subsection and the amounts deducted or withheld under that law are of the same nature as amounts referred to in subsection 23(3) or (4) of the *Canada Pension Plan*;

(iii) any rights or claims that result from the operation of:

(A) subsections 224(1.2) and (1.3) of the *Income Tax Act*;

(B) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

(C) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

(I) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or

(II) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

(iv) any unpaid goods and service taxes or other applicable sales taxes required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such sales taxes are accrued or collected after the Filing Date, or where such sales taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date;

(v) all municipal realty, municipal business or other taxes, assessments or levies of any kind or nature attributable to or in respect of the carrying on of the Business accrued and unpaid by the Applicant which are required at law to be paid in priority to claims of secured creditors; and

(vi) any accrued and unpaid amounts in respect of claims of employees for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* (Canada) if the Applicant became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Business during the same period;

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

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

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

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

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

GENERAL PROVISIONS

3. All references as to time herein shall mean local time in Calgary, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

4. All references to the word "including" shall mean "including without limitation".

5. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

6. All Claims shall be denominated in Canadian dollars. Any Claims denominated in any Proof Claim in a foreign currency shall be converted to Canadian dollars at the Bank of Canada's noon exchange rate in effect on the Filing Date.

7. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court shall be maintained by the Monitor and, subject to further order of the Court, the applicable Claimant will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

8. Notwithstanding anything to the contrary in this Order, the Applicant shall obtain the consent of the Majority Consenting First Lien Lenders (as defined in the Support Agreement) prior to: accepting, admitting, settling, resolving, valuing, revising or rejecting a Claim, other than a Post-Filing Claim.

9. Notwithstanding anything to the contrary in this Order, any Person with an Excluded Claim shall not be required to file a Proof of Claim in this process in respect of such Excluded Claim, unless required to do so by further order of the Court, nor shall the Monitor be required to send a Claims Package to a Person that only has Excluded Claims.

10. Nothing in this Order, including the delivery of a Claims Package to a Person, shall have the effect of or be deemed to reverse or reinstate any rights or claims of a Person that were barred or extinguished pursuant to the Initial Claims Procedure Order and all rights of the Applicant, the Directors and the Officers, as applicable, to rely on the terms of the Initial Claims Procedure Order are hereby expressly reserved.

11. To the extent a Person has filed an Initial Proof of Claim pursuant to the Initial Claims Procedure Order and the Person does not assert any additional Claims, no additional Proof of Claim is required to be filed pursuant to this Order.

MONITOR'S ROLE

12. The Applicant shall have primary carriage of the Supplemental Claims Procedure provided for herein.

13. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the Supplemental Claims Procedure, including the sending of applicable notices and such other assistance as requested by the Applicant from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are expressly contemplated by this Order.

14. In carrying out the terms of this Order, the Monitor shall:

    (a) have all of the protections given to it by the CCAA, the Initial Order, and this Order, or as an officer of the Court, including the stay of proceedings in its favour;

    (b) incur no liability or obligation as a result of the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part;

    (c) be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation; and

(d) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, save and except for any gross negligence or wilful misconduct on its part.

NOTICE OF SUPPLEMENTAL CLAIMS PROCEDURE

15. The Monitor will cause the Newspaper Notice to Claimants to be published as soon as practicable in each of the *Daily Oil Bulletin,* the *Calgary Herald* and the *Globe and Mail* (National Edition). The Monitor will also post electronic copies of the Newspaper Notice to Claimants, the Claims Package, and this Order on the Website as soon as practicable after the date of this Order.

16. The Monitor shall send a Claims Package to each of the Known Potential Claimants (other than Known Potential Claimants who only have potential Non-Continuing Employee Claims or Post-Filing Claims) by prepaid ordinary mail to the last known address or by electronic mail as soon as practicable after the date of this Order, and in any event no later than August 24, 2018.

17. In addition, the Monitor shall send a Claims Package to any Claimant who requests these documents from the Monitor or the Applicant prior to the Supplemental Claims Bar Date, or Post-Filing Claims Bar Date, as applicable.

18. The delivery of a Claims Package by the Monitor to a Known Potential Claimant or any other Claimant shall not constitute an admission of a Claim or standing in the CCAA Proceeding.

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

19. By no later than August 24, 2018, the Applicant shall provide the Monitor with a list of all Non-Continuing Employees and the Applicant, in consultation with the Monitor, shall calculate the Claim Determination of each Non-Continuing Employee's Non-Continuing Employee Claim.

20. By no later than August 27, 2018, the Monitor shall send a Claims Package to each of the Non-Continuing Employees, including a Notice of Non-Continuing Employee Claim with respect to such Non-Continuing Employee.

21. If a Non-Continuing Employee wishes to dispute the Claim Determination with respect to its Non-Continuing Employee Claim, the Non-Continuing Employee must deliver to the Monitor (with a copy to the Applicant) a Notice of Dispute in accordance with paragraph

40 below. If a Non-Continuing Employee fails to deliver a Notice of Dispute in accordance with paragraph 40 below, the Accepted Claim of the Non-Continuing Employee shall be deemed to be as set out in the Notice of Non-Continuing Employee Claim, and such Non-Continuing Employee will, with respect to any other or additional Non-Continuing Employee Claim in an amount greater than the amount of such Non-Continuing Employee's Claim Determination, be forever barred from making or enforcing any such additional Non-Continuing Employee Claim against the Applicant, and all such additional Non-Continuing Employee Claims will be forever barred and extinguished without any further act or notification by the Applicant.

22. Any Claimant who has not received a Notice of Non-Continuing Employee Claim and who wishes to assert a Non-Continuing Employee Claim shall return a completed Proof of Claim (including all relevant supporting documentation in support of such Non-Continuing Employee Claim and in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date, failing which such Claimant shall be forever barred from making or enforcing any such Non-Continuing Employee Claim and all such additional Non-Continuing Employee Claims will be forever barred and extinguished without any further act or notification by the Applicant.

23. Any Claimant wishing to assert a Non-Continuing Employee Claims against the Applicant shall include any and all Non-Continuing Employee Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule "E-1".

24. For the avoidance of doubt, Former Employees will not receive a Notice of Non-Continuing Employee Claim.

25. Notwithstanding anything in the Initial Claims Procedure Order, no later than August 24, 2018, the Monitor shall send a Claims Package to any Former Employee who has not received an Initial Claims Package. Any Former Employee that wishes to assert a Restructuring Period Claim must return a completed Initial Proof of Claim (including all relevant supporting documentation in support of such claim), in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date. Other than as set out in this paragraph 24, any Restructuring Period Claims asserted by a Former Employee will be governed by the Initial Claims Procedure Order.

26. Any Former Employee that does not return a proof of claim (in substantially the form set out in the Initial Claims Package or at all) to the Monitor by the Supplemental Claims Bar Date as required by paragraph 25 of this Order shall:

(a) not be entitled to receive any distribution, dividend or payment in respect of such claim, including under the CCAA Plan or any distribution order;

(b) not be entitled to any further notice in, and shall not be entitled to participate as a claimant or creditor in, the CCAA Proceeding or the CCAA Plan in respect of such claim;

(c) be forever barred from making or enforcing any such claim against the Applicant or the Directors and Officers, and all such claims will be forever extinguished and barred without any further act or notification by the Applicant; and

(d) be forever barred from making or enforcing any such claim as against any other Person who could claim contribution or indemnity from the Applicant or the Directors and Officers, or any of them and all such claims will be forever extinguished and barred without any further act or notification by the Applicant.

SUPPLEMENTAL CLAIMS PROCEDURE FOR POST-FILING CLAIMS

27. By no later than September 7, 2018, the Applicant shall provide the Monitor with a list of all Claimants holding Post-Filing Claims and the Claim Determination of each such Claimant's Post-Filing Claim.

28. By no later than September 11, 2018, the Monitor shall send a Claims Package to each Claimant identified by the Applicant as the holder of a Post-Filing Claim, including a Notice of Post-Filing Claim with respect to each such holder.

29. If a holder of a Post-Filing Claim wishes to dispute the Claim Determination with respect to its Post-Filing Claim, such Claimant must deliver to the Monitor (with a copy to the Applicant) a Notice of Dispute in accordance with paragraph 40 below. If a holder of a Post-Filing Claim fails to deliver a Notice of Dispute in accordance with paragraph 40 below, the Accepted Claim of such Claimant shall be deemed to be as set out in the Notice of Post-Filing Claim, and such Claimant will, with respect to any other or additional Post-Filing Claim in an amount greater than the amount of such Claimant's Claim Determination, be forever barred from making or enforcing any such additional Post-Filing Claim against the Applicant, and all such additional Post-Filing Claims will be forever barred and extinguished without any further act or notification by the Applicant and will be

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

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

31. Any Claimant wishing to assert a Post-Filing Claim against the Applicant shall include any and all Post-Filing Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule “E-1”.

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

32. Any Claimant that wishes to assert a Secured Claim or a Post-Filing D&O Claim must return a completed Proof of Claim (including all relevant supporting documentation in support of such Claim and, in the case of a Secured Claim, including a description of the legal or other basis upon which the Secured Claim ranks *pari passu* with, or senior in priority to, the First Lien Indebtedness), in the manner set out in this Order, to the Monitor such that it is received by the Monitor no later than 1:00 p.m. (Calgary time) on the Supplemental Claims Bar Date.

33. Any Claimant wishing to assert a Secured Claim against the Applicant shall include any and all Secured Claims asserted against the Applicant in a single Proof of Claim in the form attached at Schedule “E-2”.

34. Any Person wishing to assert a Post-Filing D&O Claim against the Directors or Officers shall include any and all Post-Filing D&O Claims asserted against the Directors or Officers in a single Proof of Claim in the form attached at Schedule “E-3”.

35. To the extent that any Post-Filing D&O Claim is filed in accordance with the Supplemental Claims Procedure, a corresponding Post-Filing D&O Indemnity Claim shall be deemed to

have been timely filed in respect of each of the Post-Filing D&O Claims. For the avoidance of doubt, Directors and Officers shall not be required to take any action or file a Proof of Claim in respect of such Post-Filing D&O Indemnity Claim.

36. Any Claimant who wishes to assert a Secured Claim or a Post-Filing D&O Claim (other than an Employee in respect of a Non-Continuing Employee Claim or a holder of a Post-Filing Claim) that does not return a Proof of Claim to the Monitor by the Supplemental Claims Bar Date as required by paragraph 32 of this Order shall:

(a) not be entitled to receive any distribution, dividend or payment in respect of such Claim, including under the CCAA Plan or any distribution order;

(b) not be entitled to any further notice in, and shall not be entitled to participate as a claimant or creditor in, the CCAA Proceeding or the CCAA Plan in respect of such Claim;

(c) be forever barred from making or enforcing any such Claim against the Applicant or the Directors and Officers, and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant; and

(d) be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from the Applicant or the Directors and Officers, or any of them and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant.

DETERMINATION AND RESOLUTION OF CLAIMS

37. The Monitor shall promptly provide to the Applicant copies of all Proofs of Claim received by the Monitor.

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

39. The Monitor shall thereafter notify each Claimant who has delivered a Proof of Claim as to whether such Claimant's Claim as set out therein has been revised or rejected, and the reasons therefor, by sending a Notice of Revision or Disallowance to such Claimant (with a copy to the Applicant).

40. Any Claimant who disputes the classification or amount of its Claim as set forth in a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph, or, in the case of a Non-Continuing Employee Claim or a Post-Filing Claim, who disputes the amount of the Claim Determination of such Claim, shall deliver a Notice of Dispute to the Monitor (with a copy to the Applicant) by no later than 5:00 p.m. on the date that is fifteen (15) calendar days following delivery by the Monitor of a Notice of Revision or Disallowance, Notice of Non-Continuing Employee Claim, or Notice of Post-Filing Claim, as applicable.

41. Where a Claimant that receives a Notice of Revision or Disallowance, a Notice of Non-Continuing Employee Claim, or a Notice of Post-Filing Claim does not return a Notice of Dispute to the Monitor by the time set out in paragraph 40 above, the classification and amount of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance or shall be the Claim Determination amount, as applicable, and the Claimant will be barred from disputing or appealing same.

42. The Applicant, with the assistance of the Monitor, may, subject to paragraphs 8 and 38 above, attempt to consensually resolve the classification and/or amount of any Claim in dispute with the Claimant.

43. If the Applicant and the Claimant consensually resolve the classification and amount of a Claim in dispute, the Applicant shall advise the Monitor of such resolution and the Monitor shall deliver written notice reflecting such resolution. Provided that neither of the Applicant or the Claimant advises the Monitor in writing within three (3) Business Days that such resolution is incorrect, the classification and amount of such Claimant's Claim shall be deemed to be as set out in the written notice provided by the Monitor.

44. In the event that the Applicant is unable to resolve a dispute with a Claimant regarding any Claim in dispute, the Applicant or the Claimant shall so notify the Monitor, and any of the Applicant, the Claimant or the Monitor may thereafter make an application to the Court (on notice to each of the Applicant, the Claimant, the Plan Sponsor and the Consenting First Lien Lenders) for the resolution of the disputed Claim. Thereafter, the Court shall resolve the dispute between the Applicant and such Claimant.

SERVICE AND NOTICE

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

46. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Claimant to the Monitor or the Applicant shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to the following address and any such notice or other communication by a Claimant shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day:

<u>If to the Monitor:</u>

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

Attention: Holly McGregor

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

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

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

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

<u>If to the Applicant:</u>

Connacher Oil and Gas Limited
Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

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

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

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

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

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

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

Attention: Holly McGregor

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

47. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of the Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work

stoppage of general application shall only be effective if given by courier, personal delivery or electronic or digital transmission in accordance with this Order.

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

DIRECTIONS

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

SET-OFF

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

MISCELLANEOUS

51. The Applicant, with the assistance of the Monitor and following consultation with the Consenting First Lien Lenders, is hereby authorized to (a) use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Order as to the completion and execution of such forms, and (b) request such further documentation from a Claimant that the Applicant may require in order to enable the Applicant to determine the validity of the Claim.

52. Notwithstanding any other provision of this Order, the sending of notices to Claimants and the solicitation of Proofs of Claim, and the filing by a Claimant of any Proof of Claim, shall not, for that reason only, grant any Claimant any standing in the CCAA Proceeding.

53. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicant into particular affected or unaffected classes for the purpose of distributions or dividends to creditors.

54. Nothing in this Order shall prejudice the rights and remedies of any Directors or Officers under any existing Director's and/or Officer's liability insurance policy or prevent or bar any Claimant from seeking recourse with respect to a Claim timely filed by the Supplemental Claims Bar Date against or payment from any Director's and/or Officer's liability insurance policy that exists to protect or indemnify the Directors and/or Officers, whether such recourse or payment is sought directly by the Claimant asserting a Post-Filing D&O Claim from the insurer or derivatively through the Director, Officer or the Applicant; provided, however, that nothing in this Order shall create any rights in favour of such Claimant under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law.

55. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

56. This Order shall have full force and effect in all provinces and territories of Canada, outside Canada and against all Persons against whom it may be enforceable.

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Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS

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

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

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

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

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

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

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

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

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

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

Attention: Holly McGregor

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

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

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

SCHEDULE "B"

NOTICE OF NON-CONTINUING EMPLOYEE CLAIM

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

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

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

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

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

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

Claim Determination: $______________________

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

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

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

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

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

Attention: Holly McGregor

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

DATED at Calgary, this day of , 2018.

SCHEDULE "C"

NOTICE OF POST-FILING CLAIM

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

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

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

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

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

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

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

Claim Determination: $______________________

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

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

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

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

Attention: Holly McGregor

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

DATED at Calgary, this day of , 2018.

SCHEDULE "D"

INSTRUCTION LETTER

FOR THE SUPPLEMENTAL CLAIMS PROCEDURE FOR CLAIMANTS

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

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

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

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

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

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

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

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

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

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

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

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

(B) YOU SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY DISTRIBUTIONS OR DIVIDENDS TO CREDITORS OF THE APPLICANT IN RESPECT OF SUCH CLAIMS; AND

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

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

Supplemental Claims Procedure for Non-Continuing Employee Claims

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

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

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

Supplemental Claims Procedure for Post-Filing Claims

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

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

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

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

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

Attention: Holly McGregor

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

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

SCHEDULE "E-1"

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

(See attached for instructions)

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

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

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

____

____

Telephone Number: ____

Facsimile Number: ____

Attention (Contact Person): ____

Email Address: ____

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

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

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

1. I am the Claimant;

   OR

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

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

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

☐ Non-Continuing Employee Claim

☐ Post-Filing Claim

The factual basis for my Claim is as follows:

____

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

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

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

DATED this _____ day of ________________, 2018

_______________________________________ Per: _______________________________________
Witness

Print name of Claimant:

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

Name: ________________________________

Title: ________________________________

SCHEDULE "E-2"

PROOF OF CLAIM – SECURED CLAIMS

(See attached for instructions)

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

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

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

____

____

Telephone Number: ____

Facsimile Number: ____

Attention (Contact Person): ____

Email Address: ____

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

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

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

4. I am the Claimant;

   OR

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

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

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

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

☐ a claim secured by one or more of the charges granted in the Applicant's CCAA Proceeding

☐ a claim subject to a statutory deemed trust as described in Section 37(2) of the CCAA (inclusive of the statutory deemed trusts described in paragraph 7(a) of the Initial Order) or subject to a statutory lien as described in Section 38(3) of the CCAA

☐ any unpaid goods and service taxes or other applicable sales taxes required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such sales taxes are accrued or collected after May 17, 2016 (the "**Filing Date**") or where such sales taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date

☐ municipal realty, municipal business or other taxes, assessments or levies of any kind or nature attributable to or in respect of the carrying on of the Applicant's business accrued and unpaid by the Applicant which are required at law to be paid in priority to claims of secured creditors

☐ any accrued and unpaid amounts in respect of claims of employees for amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(d) of the *Bankruptcy and Insolvency Act* (Canada) if the Applicant became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date, together with, in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Applicant's business during the same period

☐ any other claim that ranks *pari passu* with or senior in priority to the First Lien Indebtedness (as defined in the Supplemental Claims Procedure Order)

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

____
____
____
____
____
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____
____
____

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

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

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

DATED this _____ day of _______________, 2018

____________________________________ Per: ____________________________________
Witness

Print name of Claimant:

____

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

Name: _______________________________

Title: _______________________________

SCHEDULE "E-3"

PROOF OF CLAIM – POST-FILING D&O CLAIMS

(See attached for instructions)

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

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

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

____

____

Telephone Number: ____

Facsimile Number: ____

Attention (Contact Person): ____

Email Address: ____

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

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

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

1. I am the Claimant;

   OR

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

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

The Claimant asserts that:

☐ all of the Directors or Officers; or

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

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

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

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

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

DATED this _____ day of _______________, 2018

_____________________________________ Per: _____________________________________
Witness

Print name of Claimant:

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

Name: ______________________________

Title: ______________________________

SCHEDULE "F"

NOTICE OF REVISION OR DISALLOWANCE

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

TO: [name and address of Claimant]

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

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

____
____
____
____
____
____
____
____
____

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

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

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

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

Attention: Holly McGregor

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

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

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

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

and

Connacher Oil and Gas Limited
Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

Attention: Suzanne Loov
Tel: 403-538-6223
Fax No.: 403-538-6225
Email: sloov@connacheroil.com

With a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

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

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

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

(a) shall be forever barred and extinguished from making or enforcing any Claim against the Applicant, Directors and Officers, and all such Claims will be forever extinguished;

(b) shall not be entitled to participate in any distributions or dividends to creditors of the Applicant; and

(c) shall not be entitled to any further notice in respect of the CCAA Proceeding.

Dated at Calgary, Alberta, this _______ day of ______________________ , 2018.

SCHEDULE G

NOTICE OF DISPUTE

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

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

Name of Claimant: ____

Address: ____

____

____

Telephone Number: ____

Facsimile Number: ____

Email Address: ____

<u>For Claimants who Dispute a Notice of Revision or Disallowance:</u>

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

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

<u>For Claimants who Dispute the Claim Determination of their Non-Continuing Employee Claim:</u>

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

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

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

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

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

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

____

____

____

____

____

____

____

____

____

Address for Service of Notice of Dispute:

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

Attention: Holly McGregor

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

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

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

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

and

Connacher Oil and Gas Limited
Suite 1040, 640- 5th Avenue S.W.
Calgary, Alberta T2P 3G4

Attention: Suzanne Loov
Tel: 403-538-6223
Fax No.: 403-538-6225
Email: sloov@connacheroil.com

With a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

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

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

DATED this _____ day of ______________________ , 2018

____________________________________ Per: ____________________________________

Witness

Name of Claimant:

____

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

Name: ______________________________

Title: ______________________________