| | | |
|---|---|---|
| COURT FILE NUMBER | 1601-06131 | Clerk's Stamp<br>CLERK OF THE COURT<br>FILED<br>MAY 0 6 2019<br>JUDICIAL CENTRE<br>OF CALGARY |
| 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<br><br>AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED | |
| DOCUMENT | **APPLICATION**<br><br>**(AMENDED AND RESTATED SUPPORT AGREEMENT APPROVAL ORDER & 2019 CREDITORS' MEETINGS ORDER)** | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | **CASSELS BROCK & BLACKWELL LLP**<br>Bankers Hall West, 888-3rd Street SW<br>Suite 3810<br>Calgary, Alberta T2P 5C5<br><br>Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine<br>Tel: 403-351-2920<br>Fax: 403-648-1151<br>rjacobs@casselsbrock.com<br>jbellissimo@casselsbrock.com<br>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:** | May 16, 2019 |
| **Time:** | 11:00 a.m. |
| **Where:** | Calgary Courts Centre, 601 - 5 Street S.W.<br>Calgary, AB T2P 5P7 |
| **Before Whom:** | The Honourable Mr. Justice Jones |

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 <u>Schedule "A"</u> (the "**Amended and Restated Support Agreement Approval Order**"), *inter alia*:

      (i) approving and authorizing Connacher's entry into that certain Amended and Restated Support Agreement dated May 6, 2019 (as may be amended from time to time, the "**Amended and Restated Support Agreement**") among Connacher, certain of the First Lien Lenders (the "**Consenting First Lien Lenders**") holding in excess of 75% of the principal amount of debt outstanding under the First Lien Credit Agreement dated as of May 23, 2014, as amended, and Wilmington Trust, National Association (the "**First Lien Agent**");

      (ii) authorizing and approving the credit bid key employee retention plan attached as Schedule "H" to the Amended and Restated Support Agreement (the "**Credit Bid KERP**");

      (iii) directing that all obligations under the Credit Bid KERP be secured by the KEIP Charge (as defined below); and

      (iv) sealing Confidential Exhibit "1" ("**Confidential Exhibit "1"**") to the Affidavit of Merle Johnson sworn May 6, 2019 (the "**Johnson Affidavit**") on the Court file; and

   (b) an order substantially in the form attached as <u>Schedule "B"</u> to the Application (the "**2019 Creditors' Meetings Order**"), *inter alia*:

      (i) accepting the filing of Connacher's Plan of Compromise and Arrangement dated May 6, 2019 (as may be further amended from time to time, the "**2019 CCAA Plan**");

(ii) authorizing Connacher to establish two classes of creditors for the purpose of considering and voting on the 2019 CCAA Plan: (i) the First Lien Lender Class; and (ii) the General Creditor Class;

(iii) 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 "**2019 Creditors' Meetings**") to consider and vote on resolutions to approve the 2019 CCAA Plan, and approving the procedures to be followed with respect to the 2019 Creditors' Meetings; and

(iv) setting June 20, 2019 as the date for the hearing (the "**2019 Plan Sanction Hearing**") of Connacher's application for an order to sanction the 2019 CCAA Plan (the "**2019 Plan Sanction Order**") should the 2019 CCAA Plan be approved for filing and approved by the requisite majorities of creditors at the 2019 Creditors' Meetings.

**Grounds for making this Application:**

<u>Overview of the Application</u>

2. On March 28, 2018, this Honourable Court granted the Order (Support Agreement, SISP & KEIP Approval) (the "**Support Agreement, SISP & KEIP Approval Order**"). Since that time, with the support of the Consenting First Lien Lenders, Houlihan Lokey Capital, Inc. (the "**Financial Advisor**") and Ernst & Young, Inc. (the "**Monitor**"), Connacher conducted a Court-approved sale and investment solicitation process (the "**SISP**"), backstopped by a stalking horse credit bid made by the Consenting First Lien Lenders (the "**Original Credit Bid Transaction**").

3. Connacher selected East River Oil and Gas Ltd. ("**East River**") as the successful bidder under the SISP and concluded definitive transaction agreements with East River. The agreements contemplated a going-concern sale of Connacher to East River, which was to be implemented either through a plan of compromise and arrangement under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") or, upon the occurrence of certain events, a sale of substantially all of Connacher's assets.

4. After obtaining Court-approval of the East River transaction agreements and authorization to file Connacher's Amended and Restated Plan of Compromise and Arrangement dated August 13, 2018 (the "**2018 CCAA Plan**") with this Court, Connacher obtained the

unanimous support of the affected creditors who voted in person or by proxy on the 2018 CCAA Plan at creditors' meetings held on October 3, 2018 (the "**2018 Creditors' Meetings**"). The 2018 CCAA Plan was sanctioned by this Court the following day.

5. Following several extensions of the outside dates under the transaction agreements with East River, on February 16, 2019, in consultation with the Monitor and with the consent of the Consenting First Lien Lenders, Connacher terminated the East River agreements and, by extension, the 2018 CCAA Plan. In accordance with the transaction agreements, Connacher retained the deposits, in the aggregate amount of $13.5 million, paid by East River.

6. Since that time, Connacher, the Consenting First Lien Lenders and the First Lien Agent have developed an alternative transaction structure to replace the Original Credit Bid Transaction that had backstopped the SISP, resulting in Connacher, the Consenting First Lien Lenders and the First Lien Agent entering into the Amended and Restated Support Agreement.

7. Pursuant to the Amended and Restated Support Agreement and subject to approval of the Court, Connacher, the Consenting First Lien Lenders and the First Lien Agent have agreed to pursue a credit bid of a portion of the first lien obligations through the implementation of a CCAA plan of compromise and arrangement, substantially on the terms set out in the 2019 CCAA Plan. If implemented, the 2019 CCAA Plan will effect: (i) a recapitalization of Connacher's financial obligations, resulting in the First Lien Lenders becoming the sole equity holders of Connacher; and (ii) the compromise of all affected claims. Under the 2019 CCAA Plan, the General Creditor Class will receive substantially the same treatment that they voted unanimously to receive under the now-terminated 2018 CCAA Plan.

8. Under the Amended and Restated Support Agreement, upon the occurrence of a "CCAA Plan Termination Event" (as defined in the Amended and Restated Support Agreement), Connacher, the Consenting First Lien Lenders and the First Lien Agent have agreed that they will instead implement a credit bid asset purchase transaction that is substantially similar to the Original Credit Bid Transaction, with certain modifications to the terms of the financing facility.

9. Connacher and the Consenting First Lien Lenders prefer to complete the 2019 CCAA Plan transaction as opposed to completing an asset purchase transaction because the 2019

CCAA Plan transaction maximizes value to Connacher's creditors and other stakeholders that would not be available in an asset sale, including providing recoveries to Connacher's affected unsecured creditors that would not be realized in an asset sale scenario.

10. Under the Amended and Restated Support Agreement, Connacher and the Consenting First Lien Lenders have also agreed on the terms of the Credit Bid KERP, to provide a retention payment program to Connacher's key employees in order to ensure these key employees remain with Connacher through implementation of a transaction and beyond Connacher's exit from CCAA protection.

11. To effect these proposed transactions, on this Application, Connacher seeks the approval of (i) the Amended and Restated Support Agreement Approval Order, which, *inter alia*, approves the Amended and Restated Support Agreement and the Credit Bid KERP, and (ii) the 2019 Creditors' Meetings Order, which, *inter alia*, accepts the filing of the 2019 CCAA Plan and sets out procedures for the solicitation of votes on the 2019 CCAA Plan from Connacher's affected creditors, all as detailed further in the Johnson Affidavit.

12. In addition, the proposed Amended and Restated Support Agreement Approval Order also contains a provision sealing Confidential Exhibit "1" on the Court file. Confidential Exhibit "1" contains (i) the details of each of the individual Consenting First Lien Lenders' holdings, (ii) the Credit Bid KERP terms, and (iii) certain schedules to the PSA.

13. The individual holdings of the Consenting First Lien Lenders is commercially sensitive information. The details contained in the Credit Bid KERP includes personal information regarding the Credit Bid KERP Beneficiaries, the disclosure of which would be harmful to such individuals' privacy interests. Further, the schedules to the PSA contain commercially sensitive information, the disclosure of which would be harmful to Connacher's commercial interests.

14. The sealing of the information in Confidential Exhibit "1" will not cause any prejudice to any parties including Connacher's creditors or stakeholders.

15. Connacher's Application is supported by the Monitor, the First Lien Agent and the Consenting First Lien Lenders.

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

**Material or evidence to be relied on:**

17. The Johnson Affidavit, including Confidential Exhibit “1” attached thereto, filed.

18. The 21st Report of the Monitor, to be filed.

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

**Applicable rules:**

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

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

**Applicable Acts and regulations:**

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

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

24. 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:**

25. None.

**How the Application is proposed to be heard or considered:**

26. 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**<br><br>**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED** | |
| DOCUMENT | **ORDER (APPROVAL OF AMENDED AND RESTATED SUPPORT AGREEMENT)** | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | **Cassels Brock & Blackwell LLP**<br>Suite 3810, Bankers Hall West<br>888-3rd Street SW<br>Calgary, Alberta T2P 5C5<br><br>Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine<br>Tel: 403-351-2920<br>Fax: 403-648-1151<br>rjacobs@casselsbrock.com<br>jbellissimo@casselsbrock.com<br>nlevine@casselsbrock.com | |

| | |
|---|---|
| **DATE ON WHICH ORDER WAS PRONOUNCED:** | May 16, 2019 |
| **LOCATION OF HEARING OR TRIAL:** | Calgary, Alberta |
| **NAME OF JUDGE WHO MADE THIS ORDER:** | The Honourable Mr. Justice Jones |

**UPON** the application of Connacher Oil and Gas Limited (the "**Applicant**") for an Order, among other things, (i) approving the amended and restated support agreement dated May 6, 2019 among the Applicant, the Consenting First Lien Lenders and the First Lien Agent (the "**Amended and Restated Support Agreement**") and authorizing and directing the Applicant to comply with its obligations thereunder, (ii) approving the credit bid key employee retention plan attached at Schedule "H" to the Amended and Restated Support Agreement (the "**Credit Bid KERP**") and authorizing and directing the Applicant to perform its obligations under the Credit Bid KERP and to make the payments contemplated by the Credit Bid KERP, (iii) declaring that all obligations under the Credit Bid KERP shall be secured by the KEIP Charge (as created and defined in the Order (Support Agreement, SISP & KEIP Approval) granted by the Honourable Associate Chief Justice J.D. Rooke on March 28, 2018) (the "**Support Agreement, SISP & KEIP Approval Order**"); and (iv) sealing Confidential Exhibit "1" to the Affidavit of Merle Johnson sworn on May 6, 2019 (the "**Johnson Affidavit**") on the Court file;

**AND UPON** having read the Application, the Johnson Affidavit, the 21st 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 (the "**Initial Order**");

**AND UPON** hearing counsel for the Applicant, the Monitor, the First Lien Agent and the Consenting First Lien Lenders, 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 May ●, 2019, filed;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**AMENDED AND RESTATED SUPPORT AGREEMENT**

2. The Amended and Restated Support Agreement is hereby approved. The execution and delivery of the Amended and Restated Support 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, empowered and directed to take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Amended and Restated Support Agreement. Nothing in this paragraph shall constitute approval of the PSA (as defined in the Amended and Restated Support Agreement) or the transactions contemplated therein.

**CREDIT BID KEY EMPLOYEE RETENTION PLAN**

3. The Credit Bid KERP described in the Johnson Affidavit and Confidential Exhibit "1" to the Johnson Affidavit is hereby authorized and approved and the Applicant (and any other person that may be appointed to act on behalf of the Applicant, including without limitation, any trustee, liquidator, receiver, interim receiver, receiver and manager or other person acting on behalf of any such person) is authorized and directed to perform the obligations under the Credit Bid KERP and to make the payments contemplated by the Credit Bid KERP in accordance with the terms of the Credit Bid KERP.

4. All claims of the key employees designated under the Credit Bid KERP (the "**Credit Bid KERP Beneficiaries**") to the Credit Bid KERP payments shall be treated as "Unaffected Claims" under the CCAA Plan (as defined in the Amended and Restated

Support Agreement), and are claims that may not be compromised pursuant to the CCAA Plan or any other plan of compromise or arrangement filed by the Applicant under the *Companies' Creditors Arrangement Act* (Canada), any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* (Canada), or any other restructuring and no such plan, proposal or restructuring shall be approved that does not provide for the payment of any Credit Bid KERP payments due to the Credit Bid KERP Beneficiaries under the terms of the Credit Bid KERP. The obligations and liabilities of the Applicant under the Credit Bid KERP shall be treated as Assumed Liabilities as defined in and pursuant to the PSA.

**KEIP CHARGE**

5. All obligations under the Credit Bid KERP shall be secured by the KEIP Charge and the Credit Bid KERP Beneficiaries are hereby granted all of the rights and benefits of the KEIP Charge set out in the Support Agreement, SISP & KEIP Approval Order.

**SEALING ORDER**

6. Confidential Exhibit "1" to the Johnson Affidavit (the "**Confidential Materials**") shall be sealed on the Court file, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Confidential Materials 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**

7. 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 Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this

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 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.

J.C.Q.B.A.

## 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**<br><br>**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CONNACHER OIL AND GAS LIMITED** | |
| DOCUMENT | **2019 CREDITORS' MEETINGS ORDER** | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | **Cassels Brock & Blackwell LLP**<br>Suite 3810, Bankers Hall West<br>888-3rd Street SW<br>Calgary, Alberta T2P 5C5<br><br>Attn: Ryan Jacobs/Joseph Bellissimo/Natalie E. Levine<br>Tel: 403-351-2920<br>Fax: 403-648-1151<br>rjacobs@casselsbrock.com<br>jbellissimo@casselsbrock.com<br>nlevine@casselsbrock.com | |

| | |
|---|---|
| **DATE ON WHICH ORDER WAS PRONOUNCED:** | May 16, 2019 |
| **LOCATION OF HEARING OR TRIAL:** | Calgary, Alberta |
| **NAME OF JUDGE WHO MADE THIS ORDER:** | The Honourable Mr. Justice Jones |

**UPON** the application of Connacher Oil and Gas Limited (the "**Applicant**") for an Order, among other things, (i) accepting the filing of the Plan of Compromise and Arrangement dated May 6, 2019, as it may be amended, restated, supplemented or replaced in accordance with its terms and the Amended and Restated Support Agreement, attached hereto as Schedule "B" (the "**Plan**"); (ii) authorizing the classification of creditors for purposes of voting on the Plan; (iii) authorizing and directing the Applicant to call, hold and conduct meetings of Affected Creditors to vote on resolutions to approve the Plan; (iv) 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; (v) approving the procedures to be followed with respect to the Creditors' Meetings; and (vi) 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 May 6, 2019 (the "**Johnson Affidavit**"), the 21st 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 (the "**Initial Order**");

**AND UPON** hearing counsel for the Applicant, the Monitor, the First Lien Agent and the Consenting First Lien Lenders, 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 May ●, 2019, filed;

**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.

**THE PLAN**

6. 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.

7. 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 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.

8. The Applicant may propose a variation, modification, amendment or supplement to the Plan during the Creditors’ Meetings, with the consent of 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).

9. 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 and/or supplement the Plan without the need for obtaining an Order or providing notice to the Creditors, if the Applicant, 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 amendments, restatements, variations, modifications or supplements to the Plan shall be subject to approval by the Monitor, the Majority Consenting First Lien Lenders and an Order of the Court.

**SUPPLEMENT TO INFORMATION CIRCULAR**

10. With the consent of the Majority Consenting First Lien Lenders and the Monitor, the Applicant may, from time to time until the date that is five (5) days prior to the Creditors' Meetings, supplement the Information Circular in connection with providing the First Lien Lenders with details concerning the terms of the Shareholders Agreement, the New Senior Secured Term Facility Agreement and/or the information required in respect of the registration of the New Shares, provided that any such supplement(s) shall be disseminated to the First Lien Lenders in the same manner as the Information Circular.

**MONITOR'S ROLE**

11. 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 2019 Creditors' Meetings Order.

12. In carrying out the provisions of this 2019 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 2019 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 and Information 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 2019 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**

13. The Monitor will cause the Newspaper Notice to be published on or prior to May 23, 2019 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**

14. As soon as practicable after the granting of this 2019 Creditors' Meetings Order, the Applicant shall issue the Shareholder Notice and the Monitor shall post an electronic copy thereof on the Website.

15. 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**

16. 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, as may be amended, supplemented or restated in accordance with paragraph 10 herein, 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 2019 Creditors' Meetings Order.

**CLASSIFICATION OF CREDITORS**

17. 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**

18. The Monitor shall, forthwith following the date of this 2019 Creditors' Meetings Order, post electronic copies of the First Lien Lenders Meeting Materials on the Website.

19. 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.

20. Within one (1) Business Day following the date of this 2019 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.

21. 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 such materials to each Beneficial First Lien Lender in accordance with paragraph 20 of this 2019 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**

22. 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.

23. Within one (1) Business Day following the date of this 2019 Creditors' Meetings Order, the Solicitation and Information Agent shall provide the Applicant, and the Monitor with the Participant Holders List.

24. 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 May 27, 2019, 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 2019 Creditors' Meetings Order and standing procedures. The Solicitation and Information Agent shall mail a Beneficial Noteholder Information Package to Registered Holders.

25. The Solicitation and Information 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.

26. 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 earlier deadline that their Participant Holder may require subject to a later date as the Applicant, in consultation with the Monitor 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 and Information Agent prior to the Proxy Deadline.

27. If multiple Voting Instructions are received from the same Beneficial Noteholder, the latest dated Voting Instruction 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.

28. Each Participant Holder shall provide to the Solicitation and Information 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 June 18, 2019 or such later date as the Applicant, in consultation with the Monitor 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 and Information 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 and Information 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.

29. The accidental failure of, or accidental omission by, the Solicitation and Information 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 and Information 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 and Information Agent (including, without limitation, any inability to use postal services) shall not constitute a breach of this 2019 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 and Information Agent prior to the Creditors' Meeting of General Creditors, then the Solicitation and Information 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**

30. The Monitor shall forthwith, following the date of this 2019 Creditors' Meetings Order, post electronic copies of the General Creditors Meeting Materials on the Website.

31. The Monitor shall, on the Mailing Date, deliver the General Creditors Meeting Materials by pre-paid ordinary mail, courier, personal delivery or email to each General Creditor (other than First Lien Lenders and Second Lien Noteholders), 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).

**MONITOR'S REPORT ON PLAN**

32. 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**

33. 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 Creditors' Meeting of the First Lien Lender Class, 11:30 a.m., and, in the case of the meeting of the General Creditor Class, at 11:45 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.

34. The Chairperson shall preside as the chair of each of the Creditors' Meetings and, subject to this 2019 Creditors' Meetings Order or any further Order of the Court, shall decide all matters relating to the conduct of each of the Creditors' Meetings.

35. 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.

36. 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.

37. 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 37 shall be for a period of not more than seven (7) days in total unless otherwise agreed to by the Applicant, the Majority Consenting First Lien Lenders and the Monitor. In the event of any adjournment described in this paragraph 37, 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).

38. 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 and Information Agent, and (x) the Financial Advisor. Any other person may be admitted to a Creditors' Meeting on invitation of the Applicant, in consultation with the Monitor.

39. The Monitor may, with the consent of the Applicant, waive in writing the time limits imposed on Affected Creditors as set out in this 2019 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**

40. 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, 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 2019 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.

41. 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 2019 Creditors' Meetings Order, including paragraph 40, 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 2019 Creditors' Meetings Order. For greater certainty, any transferee or assignee who takes assignment of a portion of the First Lien Claim after the First Lien Record Date will be required to obtain its entitled distribution from the transferor or assignor, who will remain the party treated as a Beneficial First Lien Lender pursuant to this 2019 Creditors' Meetings Order.

42. 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 2019 Creditors' Meetings Order, including paragraph 40, 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 2019 Creditors' Meetings Order.

43. The provisions of this 2019 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 2019 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**

44. 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**

45. 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 2019 Creditors' Meetings Order; and

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

46. For greater certainty, with respect to voting by Beneficial Noteholders, only the Beneficial Noteholders through their Participant Holder, and not the Registered Holder 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 2019 Creditors' Meetings Order. Beneficial Noteholders must disclose their beneficial owner information through their Participant Holder in order to vote on the Plan. Participant Holders will aggregate Voting Instructions submitted by Beneficial Noteholders and submit a Master Proxy to the Solicitation and Information Agent.

47. 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 with an Accepted Claim greater than $2,000 may make a Distribution Election by identifying itself and instructing its Participant Holder in accordance with the Voting Information and Election Form, which must be provided to the Participant Holder prior to the Beneficial Noteholder Voting and Election Deadline. Unlike other General Creditors, a Beneficial Noteholder with an Accepted Claim equal to or less than $2,000 will only be deemed to be a Convenience Class Creditor if it provides a Voting Information and Election Form identifying itself and instructing its Participant Holder to make a Distribution Election prior to the Beneficial Noteholder Voting and Election Deadline. All Beneficial Noteholders with Accepted Claims in any amount who do not provide a

Voting Information and Election Form to their Participant Holder prior to the Beneficial Noteholder Voting and Election Deadline will not be deemed to make a Distribution Election or be deemed to be Convenience Class Creditors and will instead be entitled to such Beneficial Noteholder's Pro Rata Share of the General Creditor Pool. For greater certainty, Beneficial Noteholders who take assignment following the Second Lien Notes Record Date are not entitled to return Voting Instructions or make a Distribution Election and shall be bound by and subject to any Voting Information and Election Form delivered in respect of such Second Lien Notes in accordance with this 2019 Creditors' Meetings Order.

48. Notwithstanding anything else in this 2019 Creditors' Meetings Order, each Convenience Class Creditor will be deemed to vote as part of the General Creditor Class in favour of the Plan. Each 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

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

50. Subject to paragraph 45, 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.

51. 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 2019 Creditors' Meetings Order.

52. 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. Upon receipt of a First Lien Lenders Proxy from a First Lien Lender, the Monitor shall deliver a copy of the Issuance Instructions included in a First Lien Lenders Proxy to the Solicitation and Information Agent.

53. The vote "FOR" or "AGAINST" a resolution indicated by a First Lien Lender on its First Lien Lenders 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, provided however that a First Lien Lender shall also return a Voting Information and Election Form to their Participant Holder prior to the Beneficial Noteholder Voting and Election Deadline for its vote in respect of its Second Lien Deficiency Claim to be recorded.

54. 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.

55. 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.

56. Notwithstanding anything in paragraphs 52 or 53 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 2019 Creditors' Meetings Order.

**VOTING OF DISPUTED CLAIMS**

57. 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.

58. 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.

59. 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 60, 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.

60. 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.

61. 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**

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

63. 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.

64. Having been advised of the provisions of Multilateral Instrument 61-101 "*Protection of Minority Security Holders in Special Transactions*", relating to the requirement for "minority" shareholder approval in certain circumstances, this Court orders that no meeting of shareholders or other holders of Equity Claims in the Applicant is required to be held in respect of the Plan.

**PLAN SANCTION**

65. The Monitor shall provide the Monitor's Report Regarding the Creditors' Meetings to the Court as soon as practicable 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 57, 58 or 60 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 2019 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 2019 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 2019 Creditors' Meetings Order (including the acceptance or determination of any Claim, or any part thereof, as a Voting Claim in accordance with this 2019 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 2019 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 2019 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 2019 Creditors' Meetings Order or for advice and directions concerning the discharge of their respective powers and duties under this 2019 Creditors' Meetings Order or the interpretation or application of this 2019 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 2019 Creditors' Meetings Order, the provisions of the Plan shall govern and be paramount, and any such provision of this 2019 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 2019 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 2019 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<br>Suite 1040 – 640 5th Ave SW<br>Calgary, Alberta T2P 3G4<br>Attention: Suzanne Loov<br>Email: sloov@connacheroil.com |
| With a copy to the Applicant's counsel and a copy to the Monitor (which shall not constitute notice): | Cassels Brock & Blackwell LLP<br>Scotia Plaza, 40 King Street West<br>Suite 2100<br>Toronto, ON M5H 3C2<br>Attention: Ryan Jacobs/ Joseph Bellissimo<br>E-mail: rjacobs@casselsbrock.com/ jbellissimo@casselsbrock.com |
| The Monitor: | Ernst & Young Inc.<br>Calgary City Centre<br>2200-215 2nd Street SW |

| | |
|---|---|
| | Calgary, Alberta T2P 1M4<br><br>Attention: Peter Chisholm/Jose Aldana Herbas<br>E-mail: peter.chisholm@ca.ey.com/<br>jose.aldana.herbas@ca.ey.com |
| With a copy to the Monitor's Counsel (which shall not constitute notice): | McCarthy Tétrault LLP<br>Suite 4000, 421 7th Avenue SW<br>Calgary, Alberta T2P 4K9<br><br>Attention: Sean F. Collins/Walker MacLeod<br>E-mail: scollins@mccarthy.ca/<br>wmacleod@mccarthy.ca |
| The Consenting First Lien Lenders | Bennett Jones LLP<br>3400 One First Canadian Place<br>P.O. Box 130<br>Toronto, ON M5X 1A4<br><br>Attention: Sean Zweig/ Michael Shakra<br>Email: zweigs@bennettjones.com<br>shakram@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 (3rd) Business Day after mailing in Alberta, the fifth (5th) Business Day after mailing within Canada (other than within Alberta), and the tenth (10th) 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 2019 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 2019 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 2019 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 2019 Creditors' Meetings Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this 2019 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 2019 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 2019 Creditors' Meetings Order.

J.C.Q.B.A.

## SCHEDULE "A"

## GLOSSARY

For the purposes of this 2019 Creditors' Meetings Order, the following terms shall have the following meanings[1]:

(a) "**2019 Creditors' Meetings Order**" means this order, as amended, restated or varied from time to time by subsequent Order(s);

(b) "**Amended and Restated Support Agreement**" means that certain Amended and Restated Support Agreement dated May 6, 2019 among the Company, the Consenting First Lien Lenders and the First Lien Agent, as may be amended from time to time;

(c) "**Applicant**" has the meaning given to it in the preamble to this 2019 Creditors' Meetings Order;

(d) **"Beneficial Noteholder Information Package"** includes the Beneficial Noteholders' Notice, the 2019 Creditors' Meetings Order, the Information Circular, and the Voting Information and Election Form;

(e) "**Beneficial Noteholder Voting and Election Deadline**" means 5:00 p.m. two Business Days before the Creditors' Meetings Date;

(f) "**Beneficial Noteholders' Notice**" means the notice substantially in the form attached as Schedule "G" hereto;

(g) "**Broadridge**" means Broadridge Financial Solutions, Inc.

(h) "**Court**" means the Court of Queen's Bench of Alberta;

(i) "**CDS**" means CDS Clearing and Depository Services Inc.;

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

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

(k) “**Convenience Class Claim**” means (a) any Accepted Claim of a General Creditor in an amount that is less than or equal to $2,000, and (b) any Accepted Claim of a General Creditor in an amount greater than $2,000 if the relevant Creditor has made a valid Distribution Election for purposes of the Plan.

(l) “**Convenience Class Creditor**” means a General Creditor with a Convenience Class Claim, provided that in order to be a Convenience Class Creditor in respect of a Second Lien Deficiency Claim a Beneficial Noteholder must deliver a Voting Information and Election Form.

(m) “**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;

(n) “**Creditors’ Meetings Date**” means June 19, 2019, provided that the Creditors’ Meetings Date may be adjourned, postponed or otherwise rescheduled by (i) the Applicant with the consent of the Monitor 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;

(o) “**Distribution Election Deadline**” means 5:00 p.m. two Business Days before the Creditors’ Meetings Date;

(p) “**DTC**” means The Depository Trust Company;

(q) “**First Lien Lenders Meeting Materials**” means copies of:

(i) the Notice to Affected Creditors;

(ii) the Information Circular;

(iii) the 2019 Creditors' Meetings Order; and

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

(r) "**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;

(s) "**First Lien Record Date**" means May 16, 2019;

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

(i) the Notice to Affected Creditors

(ii) the Information Circular;

(iii) the 2019 Creditors' Meetings Order;

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

(v) the Distribution Election Notice; and

(vi) the Insured Claim Option Notice;

(u) "**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;

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

(w) “**Initial Order**” means the Initial Order granted by the Honourable Madam Justice Dario on May 17, 2016;

(x) “**Insured Claim Option Notice**” means the notice pursuant to paragraph 16 of this 2019 Creditors’ Meetings Order, substantially in the form attached as Schedule “K” hereto;

(y) “**Issuance Instructions**” means the instructions provided by a First Lien Lender in a First Lien Lenders Proxy for the issuance of the New Shares;

(z) “**Johnson Affidavit**” has the meaning given to it in the preamble to this 2019 Creditors’ Meetings Order;

(aa) “**Mailing Date**” means the second (2nd) Business Day following the date of this 2019 Creditors’ Meetings Order;

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

(cc) “**Master Proxy**” means the proxy to be delivered by each Participant Holder to the Solicitation and Information Agent, substantially in the form attached as Schedule “L” hereto;

(dd) “**Monitor’s Report Regarding the Creditors’ Meetings**” means a report of the Monitor regarding the Creditors’ Meetings;

(ee) “**Newspaper Notice**” means the notice for publication pursuant to paragraph 13 of this 2019 Creditors’ Meetings Order, substantially in the form attached as Schedule “J” hereto;

(ff) “**Notice to Affected Creditors**” means the notice to Affected Creditors substantially in the form attached as Schedule “C “ hereto;

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

(hh) “**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;

(ii) “**Proxy Deadline**” means 5:00 p.m. two Business Days before the Creditors’ Meetings Date;

(jj) “**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;

(kk) “**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;

(ll) “**Sanction Hearing**” means the Applicant’s Application for the Sanction Order on the Sanction Hearing Date;

(mm) “**Sanction Hearing Date**” means June 20, 2019, or such later date as may be acceptable to the Applicant, the Monitor and the Majority Consenting First Lien Lenders;

(nn) “**Scrutineer**” means a scrutineer appointed by the Monitor;

(oo) “**Second Lien Notes Record Date**” means May 16, 2019;

(pp) “**Secretary**” means a secretary at each Creditors’ Meeting designated by the Monitor;

(qq) “**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/;

(rr) “**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;

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

(tt) “**Solicitation and Information Agent**” means Kingsdale Advisors;

(uu) **“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

(vv) **“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

[intentionally omitted from this draft 2019 Creditors’ Meetings Order – please refer to the version included in the Johnson Affidavit]

## 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 for holders as of the applicable record dates will be held on June 19, 2019 at 11:30 a.m. (Calgary time) and 11:45 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, respectively (each a "**Resolution**") approving the Plan of Compromise and Arrangement of the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") dated May 6, 2019 (as may be amended, restated, supplemented or replaced 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 May 16, 2019.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the 2019 Creditors' Meetings Order.

**The Plan**

The Plan contemplates the compromise of the Claims of the Affected Creditors. The 2019 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, of at least one Beneficial First Lien Lender with an Accepted Claim and (ii) at the meeting of the General Creditor Class, of at least one General Creditor with an Accepted Claim.

In order for the Plan to be approved and binding in accordance with the CCAA, the applicable 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' Meeting(s).

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 2019 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: Jose Aldana Herbas), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. (Calgary time) on the day that is two business days 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 to their Participant Holder. Beneficial Noteholders with questions regarding the solicitation process should contact the Solicitation and Information Agent, Kingsdale Advisors, by phone: 416-867-2272; North American Toll Free: 1-888-642-3150; 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 June 20, 2019 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 no later than 5:00 p.m. (Calgary time) 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 2019 Creditors' Meetings Order.

DATED this 16th day of May, 2019.

## 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 May 16, 2019 (the "**2019 Creditors' Meetings Order**") in connection with the Plan of Compromise and Arrangement of Connacher Oil and Gas Limited (the "**Applicant**") dated May 6, 2019 (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**") on June 19, 2019 at 11:30 a.m. (Calgary time) and at any adjournment, postponement or other rescheduling thereof (the "**First Lien Lender Meeting**"), and on June 19, 2019 at 11:45 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 June 17, 2019, 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 2019 Creditors' Meetings Order.

You should review the Plan before you vote. In addition, on May 16, 2019, the Court issued the 2019 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 2019 Creditors' Meetings Order contains important information regarding the voting process. Please read the 2019 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 Lenders 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, provided however that a First Lien Lender must also return a Voting Information and Election Form to their Participant Holder prior to the Beneficial Noteholder Voting and Election Deadline for their vote in respect of their Second Lien Deficiency Claim to be recorded.

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 ___________________, 2019.

**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: Jose Aldana Herbas
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 2019 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 Lenders 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 Lenders 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: Jose Aldana Herbas), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. two business days 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.

**FIRST LIEN LENDER SHARE ISSUANCE INSTRUCTIONS**

A First Lien Lender must also provide the information requested below (the "**Issuance Instructions**"). Upon receipt of the Issuance Instructions from a First Lien Lender, the Monitor will provide the Issuance Instructions to the Solicitation and Information Agent. If the Plan is implemented, the Issuance Instructions will be used to issue the New Shares to be distributed under the Plan to the applicable First Lien Lender.

**Important:** No First Lien Lender shall be entitled to the rights associated with the New Shares and all such New Shares shall be reserved on the books and records of the

Applicant and credited to the benefit of the applicable First Lien Lender until such time as such First Lien Lender has delivered the Issuance Instructions set forth below.

__________________________________________________

(Name as it should appear on the share certificate)

__________________________________________________

(Street Address and Number)

__________________________________________________

(City and Province or State)

__________________________________________________

(Country and Postal (ZIP) Code)

__________________________________________________

(Contact Name and Telephone – Business Hours)

__________________________________________________

(Email Address)

__________________________________________________

(Facsimile Number)

## 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 May 16, 2019 (the "**2019 Creditors' Meetings Order**") in connection with the Plan of Compromise and Arrangement of Connacher Oil and Gas Limited (the "**Applicant**") dated May 6, 2019 (as may be further amended, restated, varied, modified and/or supplemented from time to time, the "**Plan**")

on June 19, 2019 at11:45 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 June 17, 2019, 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 Lenders 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 2019 Creditors' Meetings Order.

You should review the Plan before you vote. In addition, on May 16, 2019, the Court issued the 2019 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 2019 Creditors' Meetings Order contains important information regarding the voting process. Please read the 2019 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 ___________________, 2019.

**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: Jose Aldana Herbas
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 2019 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 2019 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: Jose Aldana Herbas), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. two business days 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 Plan of Compromise and Arrangement of the Applicant dated May 6, 2019 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 5.5(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 ________________, 2019.

**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 June 17, 2019, or two business days prior to any adjournment of the Creditors' Meetings.**

**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 June 19, 2019 at 11:30 a.m. (Calgary time) and 11:45 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 of Compromise and Arrangement of the Applicant pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") dated May 6, 2019 (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 May 16, 2019.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the 2019 Creditors' Meetings Order.

**The Plan**

The Plan contemplates the compromise of the Claims of the Affected Creditors. The 2019 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 applicable 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 2019 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 May 16, 2019 (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 who will aggregate Voting Instructions and deliver a Master Proxy to the Solicitation and Information Agent. 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 and Information Agent.

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 and Information 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: 1-888-642-3150
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 June 20, 2019 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 2019 Creditors' Meetings Order.

DATED this 16th day of May, 2019.

# SCHEDULE "H"

## FORM OF VOTING INFORMATION AND ELECTION FORM FOR BENEFICIAL NOTEHOLDERS

**PLEASE NOTE: This Voting Information and Election Form outlines information that Beneficial Noteholders are required to provide to their Participant Holders in order to vote and, if desired, make a Distribution Election. Each Participant Holder will have its own procedures for collecting instructions from Beneficial Noteholders. Beneficial Noteholder must confirm these instructions with their Participant Holder. This form is not a proxy but rather sets out the available instructions a Beneficial Noteholder may give its Participant Holder.**

***The Voting Instruction and Election Form to be distributed to Beneficial Noteholders in accordance with the order (the "2019 Creditors' Meetings Order") of the Court of Queen's Bench of Alberta (the "Court") made on May 16, 2019 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 2019 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 and Information Agent. Beneficial Noteholders should <u>not</u> 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 and Information 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: 1-888-642-3150
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 June 17, 2019 (or such earlier date as your Participant Holder may establish).

### Voting Instructions

*Beneficial Noteholders with Voting Claims equal to or less than $2,000 shall be entitled to make the following election:*

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

*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.*

*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.

**Distribution Election**

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

Reference is made to the Plan of Compromise and Arrangement of the Applicant dated May 6, 2019 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 5.5(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 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 the General Creditor Pool.

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

**DATED** at _________________ this ________ day of _________________, 2019.

**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) |

## SCHEDULE "I"

## FORM OF SHAREHOLDER NOTICE

## PRESS RELEASE

### Connacher Announces Meetings of Creditors and Approval of Amended and Restated Support Agreement

**Calgary, Alberta; May 16, 2019**: Connacher Oil and Gas Limited ("**Connacher**" or the "**Company**") announced today that its plan of compromise and arrangement dated May 6, 2019 (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: (i) an order (the "**Amended and Restated Support Agreement Approval Order**"), *inter alia*, approving and authorizing the Company's entry into the Amended and Restated Support Agreement dated May 6, 2019 (the "**Amended and Restated Support Agreement**") among the Company, the Consenting First Lien Lenders and the First Lien Agent, and approving a key employee retention plan for certain of the Company's senior executives to incentivize them to remain with the Company through the successful completion of the transactions contemplated by the Amended and Restated Support Agreement and beyond emerge from CCAA protection; and (ii) and order (the "**2019 Creditors' Meetings Order**") authorizing meetings of the Company's creditors to be held on June 19, 2019 to consider approval of the Plan.

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 Amended and Restated Support Agreement Approval Order contains a provision approving the Company's execution and delivery of the Amended and Restated Support 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 Amended and Restated Support Agreement, including its preparations for the Creditors' Meetings (as defined below).

The Plan provides that, subject to the terms and conditions set out therein, the Consenting First Lien Lenders will exchange a portion of the first lien obligations owed to them for 100% of the equity interests in the Company and new senior secured debt. The Plan provides for payments and distributions to the Company's affected creditors with proven claims from the Plan Implementation Fund to be funded from the Company's cash on hand.

As the claims of affected creditors will be compromised under the Plan and affected creditor claims will not be paid 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 June 19, 2019 at 11:30 a.m. and 11:45 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 Creditors' Meetings will be conducted pursuant to the 2019 Creditors' Meetings Order granted by the Court on May 16, 2019.

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 June 20, 2019 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 2019 Creditors' Meetings Order, the Monitor will send meeting materials to (i) the first lien agent for distribution to each beneficial first lien lender, and (ii) to each General Creditor (other than first lien lenders and second lien noteholders), at the address set out in such General Creditor's proof of claim. 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 can vote in advance of, or, with the exception of beneficial holders of second lien notes ("**Beneficial Noteholders**"), 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 and Information 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: 1-888-642-3150
Email: contactus@kingsdaleadvisors.com

**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 2019 Creditors' Meetings 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.

This press release contains forward looking information including, but not limited to the status of the Creditors Meetings, the implementation of the Plan, the transactions contemplated by the Amended and Restated Support 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 credit-bid transaction contemplated by the Amended and Restated Support 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 Company may not obtain required creditor, regulatory and Court approvals required to successfully implement the Plan or the Credit Bid Transaction; 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 plan of compromise and arrangement dated May 6, 2019 (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 June 19, 2019 at 11:30 a.m. (Calgary time) and 11:45 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 May 16, 2019.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan or the 2019 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 2019 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 applicable 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 2019 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: Jose Aldana Herbas), email: connacher.monitor@ca.ey.com prior to 5:00 p.m. two business days 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 June 20, 2019 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 2019 Creditors' Meetings Order.

DATED this 16th day of May, 2019.

## 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 Plan of Compromise and Arrangement of the Applicant dated May 6, 2019 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 _________________, 2019.

**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 June 17, 2019.**

## 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:** 20588YAJ2 / C2627NAG0
**ISIN:** US20588YAJ29 / USC2627NAG00

**Second Lien Notes Record Date:** 5:00 p.m. (Calgary Time) on May 16, 2019

**Beneficial Noteholder Voting and Election Deadline:** 5:00 p.m. (Calgary Time) on June 17, 2019, (or such earlier date as a Participant Holder may establish) or 2 business days prior to any adjournment of the Creditors' Meetings.

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 May 16, 2019 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 as of the Second Lien Notes Record Date, and return this Master Proxy to Kingsdale Advisors, in its capacity as the Solicitation and Information Agent as soon as practical following the Voting and Election Deadline and by no later than 5:00 p.m. on June 18, 2019.

Second Lien Noteholder Voting Instructions either for or against approval of Connacher's Plan of Compromise and Arrangement dated May 6, 2019 (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 and Information 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 AND INFORMATION AGENT, AT 416-867-2272 OR TOLL-FREE AT 1-888-642-3150.**

**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 Holder) and hereby votes the amounts set forth below in accordance with the 2019 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 – Include VOI number |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

(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 ___________________, 2019.

______________________________________________________________
*(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:** corpaction@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 5:00 p.m. on June 18, 2019 (or such other date as may be announced).**

**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 and Information Agent as soon as practical following the Beneficial Noteholder Voting and Election Deadline and in any event by no later than 5:00p.m. on June 18, 2019 or as announced in the event of an adjournment of the Creditors' Meeting of General Creditors.**

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 2019 Creditors' Meetings Order including with respect to the completion, execution and time of delivery of required forms.