

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 15
LONE PINE RESOURCES INC., et al.,¹)	Case No. 13-12487 (BLS)
)	
Debtors in a Foreign Proceeding.)	Jointly Administered
)	
)	Objection Deadline: October 21, 2013 at 4:00 p.m. (EDT)
)	Hearing Date: November 20, 2013 at 1:00 p.m. (EST)

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on October 7, 2013, Lone Pine Resources Canada Ltd., in its capacity as the authorized foreign representative (the “Foreign Representative”) of the above-captioned debtors in a proceeding commenced under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, and pending before the Court of Queen’s Bench of Alberta, filed the *Foreign Representative’s Motion for an Order (I) Specifically Recognizing Canadian Court Order Authorizing Debtors to Borrower Under a Post-Petition Credit Facility, and (II) Approving Liens on Assets Located in the Territorial Jurisdiction of the United States* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned counsel to the Foreign Representative on or before **October 21, 2013 at 4:00 p.m. (EDT)**.

¹ The Debtors in the foreign proceeding, along with the last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors are as follows: (i) Lone Pine Resources Inc. (9606); (ii) Lone Pine Resources Canada Ltd. (0801); (iii) Lone Pine Resources (Holdings) Inc.; (iv) Wiser Delaware LLC (7365); and (v) Wiser Oil Delaware, LLC (9737).

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion is scheduled before The Honorable Brendan L. Shannon, United States Bankruptcy Judge for the District of Delaware, at the Bankruptcy Court, 824 North Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801 **on November 20, 2013 at 1:00 p.m. (EST).**

IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 7, 2013
Wilmington, Delaware

/s/ Lee E. Kaufman

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Attorneys for the Foreign Representative

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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LONE PINE RESOURCES INC., et al.,¹)	Case No. 13-12487 (BLS)
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Debtors in a Foreign Proceeding.)	Jointly Administered
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**FOREIGN REPRESENTATIVE’S MOTION FOR
AN ORDER (I) SPECIFICALLY RECOGNIZING CANADIAN
COURT ORDER AUTHORIZING DEBTORS TO BORROW UNDER A POST-
PETITION CREDIT FACILITY, AND (II) APPROVING LIENS ON ASSETS
LOCATED IN THE TERRITORIAL JURISDICTION OF THE UNITED STATES**

Lone Pine Resources Canada Ltd., in its capacity as the authorized foreign representative (the “Foreign Representative”) of the above-captioned debtors (collectively, the “Debtors” or the “LPR Group”) in a proceeding (the “CCAA Proceeding”) commenced under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA”), and pending before the Court of Queen’s Bench of Alberta (the “Canadian Court”), hereby submits this motion (the “Motion”) for entry of an order: (I) pursuant to sections 1520 and 1521(a)(7) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), specifically recognizing those provisions of the Canadian Court’s *Initial Order* (the “Initial CCAA Order”), entered in the CCAA Proceeding on September 25, 2013, authorizing the Debtors to obtain and borrow under a credit facility (the “Credit Facility”) from J.P. Morgan Securities L.L.C. (the “Agent”), on its own behalf and on behalf of a group of lenders

¹ The Debtors in the foreign proceeding, along with the last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors are as follows: (i) Lone Pine Resources Inc. (“LPRI”) (9606); (ii) Lone Pine Resources Canada Ltd. (“LPR Canada”) (0801); (iii) Lone Pine Resources (Holdings) Inc. (“LPR Holdings”); (iv) Wisser Delaware LLC (“Wisser Delaware”) (7365); and (v) Wisser Oil Delaware, LLC (“Wisser Oil” and, together with LPRI and Wisser Delaware, the “U.S. Debtors”) (9737).

(collectively, the “DIP Lender”), with the Foreign Representative as borrower (the “Borrower”) and the remaining Debtors as guarantors (the “Guarantors”), on the terms and subject to the conditions set forth in the Term Sheet agreed to between the Debtors and the DIP Lender dated as of September 20, 2013 (the “DIP Term Sheet”)²; and (II) pursuant to sections 363 and 1520 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), approving the granting of liens on the Debtors’ U.S. Assets (as defined herein) as security for the post-petition loan to be granted to the Borrower by the DIP Lender (the “DIP Loan”). In support of this Motion, the Foreign Representative respectfully states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Motion in this District is proper under 28 U.S.C. § 1410.

BACKGROUND

A. The Debtors³

2. The LPR Group is an independent oil and gas exploration, development, and production company with operations exclusively in Canada. All reserves, producing properties and exploration prospects of the LPR Group are held by LPR Canada and are located in Alberta and British Columbia (Deep Basin and Peace River Arch areas), Quebec (Utica Shale), and the Northwest Territories (Liard Basin).

² A copy of the DIP Term Sheet is attached hereto as Exhibit A.

³ Additional information about the Debtors’ business and operations and additional facts and circumstances surrounding the CCAA Proceeding and these cases is set forth in the *Declaration of Tim S. Granger in Support of (I) Verified Chapter 15 Petitions, (II) Foreign Representative’s Motion for Orders Granting Provisional and Final Relief in Aid of Foreign CCAA Proceeding, and (III) Certain Related Relief* [Docket No. 7] (the “Granger Declaration”).

3. The Debtors are managed on a consolidated basis out of the LPR Group's corporate headquarters in Calgary, Alberta. All corporate-level decision-making and corporate administrative functions affecting the Debtors, including decisions on capital expenditures and business development initiatives, are centralized in the Calgary office; indeed, the entire LPR Group management team is based in Calgary. Additionally, all active business operations of the LPR Group are undertaken, and all producing assets of the LPR Group are located, entirely in Canada. Although certain of the Debtors are incorporated under the laws of the United States, the LPR Group has no operations in the United States and Canada is the nerve center of the LPR Group.

4. Although the Debtors have no operations in the United States, certain of the Debtors do have assets in the United States. Specifically, (a) each of the U.S. Debtors holds shares in LPR Canada and (b) LPRI is the holder of a claim under the North American Free Trade Agreement relating to the expropriation without compensation by the Government of Quebec of certain of the Company's oil and gas mining rights in the Saint Lawrence Valley in Quebec (collectively, the "U.S. Assets").

B. The CCAA Proceeding and Chapter 15 Cases

5. On September 25, 2013, the Debtors commenced the CCAA Proceeding in the Canadian Court in order to restructure their debt obligations, for the long-term benefit of their creditors and stakeholders, by proposing to file a plan of compromise and arrangement for consideration by their creditors. That same day, the Canadian Court entered the Initial CCAA Order, granting certain initial relief in connection with the CCAA Proceeding. Subsequently on September 25, 2013, the Foreign Representative commenced the above-captioned chapter 15 cases (the "Chapter 15 Cases") in the United States Bankruptcy Court for the District of

Delaware (the “Bankruptcy Court”), seeking recognition of the CCAA Proceeding as a foreign main proceeding under chapter 15 of the Bankruptcy Code.

6. In connection with the filing of the Chapter 15 Cases, the Foreign Representative filed the *Foreign Representative’s Motion for Orders Granting Provisional and Final Relief in Aid of Foreign CCAA Proceeding* [Docket No. 4] (the “Recognition Motion”), pursuant to which the Foreign Representative sought, *inter alia*, certain provisional relief in connection with the Chapter 15 Cases. Following a first day hearing in the Chapter 15 Cases on September 26, 2013, the Bankruptcy Court granted the provisional relief sought in the Recognition Motion, entering the *Order Granting Provisional Relief* [Docket No. 18] (the “Provisional Order”). Pursuant to the Provisional Order, the Bankruptcy Court, *inter alia*, recognized the Initial CCAA Order on an interim basis, stayed the commencement or continuation of any actions against the Debtors or their assets, and provided for the immediate application of Section 362 of the Bankruptcy Code to the Debtors. A hearing with respect to the final relief requested in the Recognition Motion is scheduled for October 22, 2013 at 11:00 a.m. (EDT).

C. The Credit Facility

7. As set out in the cash flow forecast attached as Exhibit 22 to the Granger Affidavit (the “Cash Flow Forecast”)⁴, it is projected that the Debtors will require additional credit during the CCAA Proceeding, notwithstanding that the Debtors are seeking to complete the CCAA Proceeding as quickly as reasonably possible in order to minimize the costs and the impact on the LPR Group’s business. The additional credit will allow the Debtors enough cash to pay ongoing day-to-day expenses, office related expenses, and the professional fees and

⁴ A copy of the Cash Flow Forecast is also attached hereto as Exhibit B.

disbursements in connection with the CCAA Proceeding. Accordingly, in their initial application for relief under the CCAA filed with the Canadian Court, the Debtors requested the Canadian Court's approval of the Debtors' future entry into the Credit Facility, the material terms of which include, among other things:

- (a) an initial maximum credit amount of up to CAD\$10,000,000;
- (b) an interest rate of Canadian Prime, plus 5.00%;
- (c) an upfront commitment fee of 2.00%, and an undrawn fee of 75 basis points;
- (d) a maturity date of the earlier of (i) the date that is 6 months after the date of the Initial CCAA Order, and (ii) the effective date of any plan of arrangement sanctioned by the Canadian Court;
- (e) each of the Debtors, other than LPR Canada (which is to be the Borrower under the Credit Facility), will guarantee the obligations of LPR Canada under the Credit Facility; and
- (f) as security for the DIP Loan, the Agent will be granted fully perfected first ranking charge (i.e., first priority lien) on all of the existing and after acquired real and personal property of the Borrower and the Guarantors (collectively, the "Collateral"), including a lien on assets located within the territorial jurisdiction of the United States.

Pursuant to paragraphs 34-39 of the Initial CCAA Order, the Canadian Court approved the Debtors' entry into the Credit Facility on the terms noted above.

RELIEF REQUESTED

8. By this Motion, the Foreign Representative seeks entry of an order (i) specifically recognizing those portions of the Initial CCAA Order approving the Debtors' entry into the Credit Facility, and (ii) approving the granting of liens on the U.S. Assets as security for the DIP Loan. A proposed form of order approving the relief requested herein (the "Proposed Order") is attached hereto as Exhibit C.

BASIS FOR RELIEF REQUESTED

9. The requested relief is authorized in accordance with sections 1521(a), 1507(a), 1501(a), and 363(b) of the Bankruptcy Code.

10. Section 1501(a) provides that the purpose of Chapter 15 of the Bankruptcy Code includes, but is not limited to, (a) the “fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and the other interested entities, including the debtor[.]” (b) “greater legal certainty for trade and investment[.]” and (c) the “protection and maximization of the value of the debtor’s assets[.]” 11 U.S.C. § 1501(a)(2), (3), and (4).

11. In furtherance of section 1501(a), section 1521(a)(7) of the Bankruptcy Code provides that “[u]pon recognition of a foreign proceeding, . . . where necessary to effectuate the purpose of this chapter and to protect the assets of the debtor or the interest of the creditors, the court may, at the request of the foreign representative, grant any appropriate relief, including . . . granting any additional relief that may be available to a trustee . . .” 11 U.S.C. § 1521(a)(7) (emphasis added).

12. The Foreign Representative submits that, pursuant to section 1521(a) of the Bankruptcy Code, this Motion should be granted because specific recognition of those provisions of the Initial CCAA Order authorizing the Debtors to enter into the Credit Facility is necessary to effectuate the purpose of Chapter 15, as articulated by section 1501(a). As found by the Canadian Court by virtue of its entry of the Initial CCAA Order, the Debtors’ entry into the Credit Facility, including the granting of a security interest in the Collateral, is in the best interests of the Debtors and their creditors because it will enable the Debtors to secure financing that will be essential to the Debtors’ ability to continue business operations during the CCAA Proceeding. Indeed, as demonstrated by the Cash Flow Forecast, it is projected that the Debtors will require additional credit during the CCAA Proceeding. Absent entry into the Credit Facility,

the Debtors may not have enough cash to pay ongoing day-to-day expenses, office related expenses, and the necessary professional fees and disbursements in connection with the CCAA Proceeding and the Chapter 15 Cases. Accordingly, pursuant to 11 U.S.C. § 1521(a), specific recognition of the provisions of the Initial CCAA Order approving the Debtors' entry into the Credit Facility is necessary to effectuate the purpose of Chapter 15 of the Bankruptcy Code and to protect the Debtors' assets and the interests of their creditors. See also 11 U.S.C. § 1501(a).

13. Additionally, with respect to a case commenced under chapter 15 of the Bankruptcy Code, section 363 is made applicable to "a transfer of an interest of the debtor in property that is within the territorial jurisdiction of the United States". 11 U.S.C. §1520(a)(2). As a result, the granting of liens on the Debtors' U.S. Assets should be separately approved by the Bankruptcy Court pursuant to section 363(b)(1) of the Bankruptcy Code.

14. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, courts in this district and elsewhere have found that a debtor's sale or use of assets outside the ordinary course of business should be approved if the debtor can demonstrate a sound business justification for the proposed transaction. See, e.g., In re Eagle Picher Holdings, Inc., 2005 Bankr. LEXIS 2894, at ¶ 3 (Bankr. S.D. Ohio 2005); In re Martin, 91 F.3d 389, 395 (3d Cir. 1996); In re Abbotts Dairies of Penn., Inc., 788 F.2d 143 (3d Cir. 1986); In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983). Once the Foreign Representative, on behalf of the Debtors, articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making the business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re S.N.A. Nut Co., 186 B.R. 98 (Bankr. N.D. Ill. 1995); see also In re Integrated Res., Inc., 147 B.R.

650, 656 (Bankr. S.D.N.Y. 1992); In re Johns-Manville Corp., 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) (“a presumption of reasonableness attaches to a Debtor’s management decisions”).

15. The use of a debtor’s assets is appropriate where there are sound business reasons behind such a determination. See Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996); see also Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp., (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (Bankr. D. Del. 1999); In re Del. & Hudson Ry. Co., 124 B.R. 169, 176 (D.D.C. 1991); Stephens Indus., Inc. v. McClung, 789 F.2d 386 (6th Cir. 1986) (sale of substantially all assets of estate authorized where “a sound business purpose dictates such action”). As stated above, the Debtors have a sound business justification for entering into, and granting the security interests in connection with, the Credit Facility. Moreover, the DIP Lender has advised the Debtors that it will not provide the DIP Loan unless a first priority security interest is granted in all of the Debtors’ assets, including the U.S. Assets. Accordingly, granting the Agent liens on the U.S. Assets is fair and reasonable under the circumstances, and is appropriate and is in the best interests of the Debtors and their creditors.

NOTICE

16. In accordance with the *Order Scheduling Hearing and Specifying the Form and Manner of Service of Notice* [Docket No. 17], entered by the Bankruptcy Court on September 26, 2013, notice of this Motion has been provided to: (a) all persons or bodies authorized to administer foreign proceedings of the Debtors; (b) counsel to the Agent; (c) U.S. Bank National Association, as Trustee of the Senior Notes; (d) the Office of the United States Trustee for the District of Delaware; and (e) all parties that have requested notice of these proceedings pursuant to Bankruptcy Rule 2002. In light of the relief requested herein, the

Foreign Representative respectfully submits that no other or further notice of this Motion is necessary under the circumstances.

CONSENT TO JURISDICTION

17. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the Foreign Representative consents to the entry of a final judgment or order with respect to this Motion if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

NO PRIOR REQUEST

18. No previous request for the relief requested herein has been made to this or any other court.

CONCLUSION

WHEREFORE, the Foreign Representative respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit C, (i) granting the relief sought herein and (ii) granting the Foreign Representative such other and further relief as the Court deems just and proper.

Dated: October 7, 2013
Wilmington, Delaware

Respectfully submitted,

/s/ Lee E. Kaufman

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EXHIBIT A

DIP Term Sheet

**CAD\$10,000,000 SENIOR SECURED, SUPER-PRIORITY
DEBTOR-IN-POSSESSION CREDIT FACILITY**

SUMMARY OF INDICATIVE TERMS AND CONDITIONS

This Summary of Indicative Terms and Conditions is intended as an outline only and does not purport to summarize or contain all the conditions, covenants, representations, warranties and other provisions that will be contained in the definitive legal documentation for the credit facilities described herein.

*Reference in all respects should be had to such definitive legal documentation for the interpretation of the provisions governing and all other purposes respecting the credit facilities described herein. This term sheet is to be held confidential and its terms may not be shared with outside parties. All capitalized terms used in this term sheet and not otherwise defined herein are intended to have the meanings attributed to them in the Credit Agreement dated March 18, 2011, among the Borrower, the Parent, JPMorgan, as agent and the lenders party thereto as amended (the **Credit Agreement**).*

- BORROWER:** Lone Pine Resources Canada Ltd. (the **Borrower**)
- GUARANTORS:** Lone Pine Resources Inc. (the **Parent**), Lone Pine Resources (Holdings) Inc., Wisier Oil Delaware, LLC, Wisier Delaware LLC, and any other Subsidiaries which become Restricted Subsidiaries after the date hereof (collectively, the **Guarantors**)
- INSOLVENCY PROCEEDINGS:** If the Borrower and/or Parent elects to file for relief under: (i) the Companies' Creditors Arrangement Act (Canada) (the **CCAA**) and/or, as applicable, (ii) Chapter 15 of the United States Bankruptcy Code (the **US Bankruptcy Code**) (collectively, the **Insolvency Proceedings**)
- LEAD ARRANGER:** J.P. Morgan Securities LLC (the **Lead Arranger**)
- UNDERWRITERS:** The DIP Credit Facility will be fully-underwritten by JPMorgan.
- ADMINISTRATIVE AGENT AND COLLATERAL AGENT:** JPMorgan Chase Bank, N.A., Toronto Branch (**JPMorgan** or the **Agent**)
- LENDERS:** JPMorgan intends to syndicate the DIP Credit Facility to a group of financial institutions (together with JPMorgan, the **Lenders**) and such syndication efforts will be in consultation with the Borrower. The Borrower agrees to prepare and provide and to use commercially reasonable efforts to cause its advisors to prepare and provide to JPMorgan such financial and other customary information requested by JPMorgan with respect to the Borrower and the Guarantors.
- DIP CREDIT FACILITY:** In order to assist the Borrower and Guarantors during the Insolvency Proceedings, the Lenders will provide a senior secured, super-priority debtor-in-possession revolving credit facility (the **DIP Credit Facility**) with an initial maximum credit amount of up to CAD\$10,000,000.
- Advances under the DIP Credit Facility will be made available by way of Cdn Dollar loans.

INTEREST RATE:	Canadian Prime, plus 5.00%.
FEES:	An upfront commitment fee of 2.00% shall be payable on the Closing Date pro-rata to each Lender based on final commitments. The Borrower shall pay an undrawn fee of 75 basis points.
MATURITY DATE:	The maturity date of the DIP Credit Facility will be the earliest of: (i) the date that is 6 months after the commencement of the Insolvency Proceedings, and (ii) the effective date of any plan of arrangement sanctioned by the CCAA court (the DIP Maturity Date).
CLOSING DATE:	After the commencement of the Insolvency Proceedings and upon satisfaction of the Conditions Precedent to Close.
AVAILABILITY:	Subject to the Conditions Precedent to Close and the conditions in the definitive loan documentation, loans under the DIP Credit Facility may be borrowed, repaid and re-borrowed on and after the Closing Date.
REPAYMENT:	Subject to Mandatory Prepayments (see below), all outstanding DIP Credit Facility loans, together with all interest accrued in respect thereof and all other amounts owing under the definitive loan documentation, will be payable in full on the DIP Maturity Date.
VOLUNTARY PREPAYMENTS/ CANCELLATIONS:	Permitted at any time without premium or penalty, subject to notice period and/or customary breakage costs.
USE OF PROCEEDS:	<p>The DIP Credit Facility will be used to:</p> <ul style="list-style-type: none"> (i) provide for working capital, maintenance capital expenditures, other capital expenditures, financing charges and other ordinary course expenditures, as more particularly described in the definitive loan documentation, for the Borrower and for the Guarantors, all in accordance with the cash flow model provided by the Borrower; (ii) pay fees, costs and expenses associated with the DIP Credit Facility; (iii) pay fees, costs and expenses in connection with the Insolvency Proceedings; and (iv) pay outstanding interest on any Hedging Obligations.
SECURITY:	To secure all obligations of the Borrower and the Guarantors under or in connection with (i) the DIP Credit Facility and (ii) indebtedness accruing from and after the date of the Initial CCAA Order under the cash management system, the Agent will be granted by the CCAA court a fully perfected first ranking charge (the DIP Charge) on all of the existing and after acquired real and personal property of the Borrower and the Guarantors (collectively, the Collateral), subject to the terms of the Initial CCAA Order.
PERMITTED ENCUMBRANCES AND PRIORITY:	All Collateral will be free and clear of other liens, encumbrances and claims, except for (a) charges created under the Initial CCAA Order which are acceptable to the Lead Arranger in its sole discretion, (b) existing security for the indebtedness under the Credit Agreement and any secured Hedging Obligations with the Lenders or their affiliates and

(c) existing validly perfected liens granted by the Borrower and the Guarantors prior to the date hereof in respect of purchase-money equipment loans, financing leases and real property mortgages, which are in an aggregate amount satisfactory to the Lead Arranger (collectively, the **Permitted Encumbrances**).

Permitted Encumbrances will be subordinate to the DIP Charge except as set forth in the Initial CCAA Order. The Agent will have the right to establish reserves against availability under the DIP Credit Facility for all amounts owing by the Borrower to any third party if the Agent is not satisfied, in its sole discretion, that the DIP Charge has been given effective priority over all rights and claims of such third party against the Collateral except as expressly permitted above.

FUNDING PROTECTION:

Customary for transactions of this type, including breakage costs, gross-up for withholding, interest rate hedging, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions.

VOLUNTARY COMMITMENT REDUCTION:

Voluntary reductions of the DIP Credit Facility will be permitted, in whole or in part, at any time; provided however, that the DIP Credit Facility may not be reduced below the aggregate amount of DIP Credit Facility loans outstanding.

MANDATORY PREPAYMENTS:

At the option of the Lenders, the loans under the DIP Credit Facility will be prepaid with 100% of:

(1) net cash proceeds in excess of CAD\$500,000 (whether individually or in the aggregate) in respect of asset dispositions outside of the ordinary course of business, and

(2) debt or extraordinary receipts (which extraordinary receipts may include, without limitation, tax refunds, indemnity payments, pension reversions, and insurance proceeds (unless, in respect of insurance proceeds, such proceeds are used to repair or replace the applicable property within 120 days of receipt of such proceeds)) in excess of CAD\$500,000 (whether individually or in the aggregate),

with such proceeds to be applied as follows:

(a) in the case of proceeds other than from asset dispositions made by a Subsidiary, to prepay and permanently reduce the DIP Credit Facility (and, after repayment of all such outstandings, the aggregate commitments under the DIP Credit Facility will continue to reduce by the amount of such proceeds); and

(b) in the case of proceeds from asset dispositions made by a Subsidiary, to be paid into escrow; provided that (A) the escrowed funds shall remain subject to the DIP Charge, (B) the escrowed funds shall only be distributed as directed by the CCAA court and (C) no other creditor or shareholder shall be entitled to receive all or any part of such escrowed funds unless and until the DIP Credit Facility has been repaid in full and cancelled.

LOAN DOCUMENTATION:

The terms of this Summary are intended to include the material terms of the DIP Credit Facility, but do not include all of the terms, conditions,

covenants, representations, warranties, default clauses and other provisions that will be contained in the definitive loan documentation.

The definitive loan documentation for the DIP Credit Facility and related agreements will be in form and substance satisfactory to the Lead Arranger and its counsel.

The Lead Arranger will endeavor to conform the definitions, representations, warranties, covenants and mechanics regarding the drawdowns of loans contained in the definitive loan documentation to the Credit Agreement, with such changes as are reasonably required by the Lead Arranger to reflect the different nature and tenor of the DIP Credit Facility and to include provisions customarily included in debtor-in-possession credit facilities in Canada and/or the United States.

**CONDITIONS PRECEDENT TO
CLOSE:**

Those customarily required for similar debtor in possession financings, including, without limitation, the following:

(1) Completion of due diligence, the results of which are satisfactory to the Lead Arranger and the Lenders;

(2) All definitive loan documentation, including all customary court orders, credit agreement, security agreements, guarantees, legal opinions and financing statements to be executed in a form satisfactory to the Lead Arranger and the Lenders; provided that, any security agreements, guarantees, legal opinions and financing statements may be delivered subsequent to the Closing Date within a timeline acceptable to the Lenders, acting reasonably;

(3) The initial CCAA order will have been entered by the CCAA court (the **Initial CCAA Order**) commencing the Insolvency Proceedings and approving the DIP Credit Facility, with such order to be in form and substance reasonably satisfactory to the Lead Arranger and its counsel, and the Initial CCAA Order shall not have been reversed, modified, amended or stayed in a manner adverse to the interests of the Lenders;

(4) Any required or appropriate notices of the Initial CCAA Order will have been served on each party that has registered a Lien against the Borrower or any Guarantor and any applicable waiting and/or appeal periods will have elapsed;

(5) Minimum availability under the DIP Credit Facility plus unrestricted cash and cash equivalents of the Borrower at closing, after giving effect to the initial use of proceeds, will be at a level reasonably satisfactory to the Lead Arranger, based upon the Borrower's business plan;

(6) Receipt by the Agent of a twelve month cash flow forecast and a rolling 13 week cash forecast of receipts and disbursements not materially inconsistent with the cash flow forecast provided to the Lead Arranger as of September 23, 2013 (the **Cash Flow Forecast**), and in form and substance reasonably satisfactory to the Lead Arranger and the Lenders;

(7) Implementation of a cash management system reasonably satisfactory to the Lead Arranger; and

(8) Payment of all reasonable accrued and unpaid fees and expenses of the Lenders.

**CONDITIONS PRECEDENT TO
DRAWDOWN:** The making of each extension of credit will be conditioned upon (a) the accuracy of all representations and warranties in the loan documents for the DIP Credit Facility, (b) there being no default or event of default under the DIP Credit Facility in existence at the time of, or after giving effect to the making of, such extension of credit and (c) the Initial CCAA Order shall be in full force and effect and shall not have been reversed, modified, amended or stayed in a manner adverse to the interests of the Lenders.

**REPRESENTATIONS AND
WARRANTIES:** The definitive loan documentation will contain customary representations and warranties, including those contained in the Credit Agreement (as modified by this Summary) and others appropriate in the judgment of the Lead Arranger for similar debtor in possession financings.

COVENANTS: The definitive loan documentation will contain customary covenants including those affirmative, negative and financial covenants contained in the Credit Agreement (as modified by this Summary and as otherwise not relevant or appropriate for a debtor involved in Insolvency Proceedings) and others appropriate in the judgment of the Lead Arranger for debtor in possession financings including the following amendments and/or new covenants:

(i) Except for the DIP Credit Facility, the Borrower and Guarantors will not incur any Debt other than Debt acceptable to the Majority Lenders;

(ii) Except for Permitted Encumbrances (as defined above), the Borrower and the Guarantors will not incur, create, assume, suffer to exist or permit any other super-priority claim which ranks pari passu with or senior to the DIP Charge and will not create, incur, assume or suffer to exist any other Liens upon any of its property or assets;

(iii) The Borrower and the Guarantors will not make any Restricted Payment;

(iv) The Borrower will not enter into any Hedging Agreements which are or will be secured by the Security or otherwise secured;

(v) There is an actual to forecast cash flow financial covenant that provides: For any particular week in which any amounts are outstanding under the DIP Credit Facility at the end of such week, there will be no negative variance in the Borrower's actual Net Change in Cash Flow from that set out in the Cash Flow Forecast most recently filed with the CCAA court (excluding DIP Credit Facility advances and repayments and all professional fees and restructuring costs) in excess of: (i) for such week, the greater of \$500,000 and 15%; and (ii) in the aggregate from the date of the Initial CCAA Order through such week, the greater of \$1,000,000 and 15%; provided, however, that any newly filed Cash Flow Forecast shall not, absent approval of the Required DIP Lenders, contain a material adverse change in aggregate revenues or expenses from the Cash Flow Forecast most recently filed with the CCAA court;

(vi) On a weekly basis, the Borrower will provide the Agent with an updated rolling 13 week cash forecast of receipts and disbursements;

(vii) At the request of the Agent, the Guarantors may be expanded to include any other Subsidiary which the Agent deems to be material;

(viii) Monthly delivery financial statements; weekly delivery of actual receipts and disbursements with a variance analysis against the thirteen week cash flow forecast delivered at closing; delivery to counsel to the Agent all pleadings, motions, applications, financial information and any other document filed by or on behalf of the debtors in the CCAA court or the US bankruptcy court; and

(ix) The Borrower shall have obtained, on or before October 24, 2013, a fully executed commitment letter from a replacement lender (or lenders) providing for credit facilities, which together with the proceeds of the share offering contemplated in the Insolvency Proceedings, will be sufficient to repay in full all amounts owing by the Borrower under the Credit Agreement and related documents; which commitment shall (A) provide that such replacement credit facilities shall be available concurrent with implementation of a plan pursuant to the Insolvency Proceedings, and (B) be conditional solely upon (x) the implementation of a plan pursuant to the Insolvency Proceedings (y) the approval of creditors to a plan pursuant to the Insolvency Proceedings and (z) any other usual and customary closing conditions for similar credit facilities, including definitive documentation.

EVENTS OF DEFAULT:

The definitive loan documentation will contain customary events of default, including those contained in the Credit Agreement (which will be modified to exclude the Insolvency Proceedings and other appropriate exclusions for debtor-in-possession credit facilities, unless expressly provided otherwise) and others appropriate in the judgment of the Lead Arranger for similar debtor in possession financings, including the following events of default:

(i) any order is made varying, amending, supplementing, staying, reversing or otherwise modifying the Initial CCAA Order, or the Initial CCAA Extension Order by way of appeal, variation or other court relief, that would reasonably be expected to adversely affect the Agent's or the Lenders' rights, protections or interests under any or all of the Initial CCAA Order, or the Initial CCAA Extension Order or the definitive loan documentation, without the Agent's prior written consent;

(ii) the stay of creditors' remedies against the Borrower and Guarantors provided for in the Initial CCAA Order is, for any reason, lifted or otherwise terminated with respect to any Collateral having a value greater than \$1,000,000;

(iii) the commencement of any other action or entry of any order in connection with the Insolvency Proceedings that would reasonably be expected to have a material adverse effect on the Borrower or the Guarantors, or have a material adverse effect on the rights and remedies of the Lead Arranger, the Agent or the Lenders under the definitive loan documentation or the collectibility of all or any portion of the obligations thereunder;

(iv) dismissal of the U.S. bankruptcy case or conversion to a Chapter 7 case; appointment of a Chapter 11 trustee or an examiner with enlarged powers relating to the operations of the business of any debtor; any other super-priority claim that ranks senior or pari passu with the DIP Charge shall be granted in the Insolvency Proceedings after the Initial CCAA Order; prohibition on payment of prepetition obligations except as may be agreed; entry of a postpetition judgment in excess of a dollar threshold; or

(v) a plan has not been sanctioned by the Canadian Court pursuant to the Insolvency Proceedings prior to December 31, 2013.

REMEDIES:

Upon the occurrence of an Event of Default under the DIP Credit Facility, the right of the Borrower to receive any advance may be terminated on notice from the Agent with the consent of the Lenders with any advances made thereafter being in the sole discretion of the Lenders. In addition, upon the occurrence of an Event of Default under the DIP Credit Facility and upon five business days' notice from the Agent, all indebtedness of the Borrower to the Lenders, including without limitation, an amount equal to 100% of the face amount of all bankers' acceptances which may, at the Agent's option, with Lender approval, be held by the Agent in a general continuing collateral account as collateral security therefore, will become immediately due and payable.

Subject to the terms of the Initial CCAA Order, upon the occurrence of an Event of Default, the Agent and Lenders will have the right to exercise all other customary remedies, including, without limitation, the right to realize on all Collateral.

EXPENSES:

The Borrower will pay all of the Lead Arranger's, the Agent's and the Lenders' reasonable due diligence, syndication (including printing, distribution and bank meetings), transportation, computer, duplication, appraisals, audit, insurance, consultant, search, filing and recording fees, other reasonable out-of-pocket expenses incurred by the Lead Arranger, the Agent and the Lenders (including the reasonable fees and expenses of the Agent's counsel and financial advisor), whether or not any of the transactions contemplated hereby are consummated, as well as all reasonable expenses of the Agent in connection with the administration of the loan documentation. The Borrower will also pay the reasonable expenses of the Agent and the Lenders in connection with the ongoing monitoring of the DIP Credit Facility and the enforcement of any of the definitive loan documentation.

INDEMNITY:

Customary indemnification provisions will apply.

VOTING:

The definitive loan documentation will contain normal and customary Lender approval requirements with respect to the exercise of certain Agent's powers and any requested waivers or amendments, which approval requirements will generally be based on the voting requirements in the Credit Agreement. "**Required DIP Lenders**" shall mean Lenders holding 66 2/3 of the commitments under the DIP Credit Facility.

ASSIGNMENTS AND

The Lenders will be permitted to assign loans and commitments under

PARTICIPATIONS:

the DIP Credit Facility without the consent of (but with notice to) the Borrower in accordance with customary terms (including payment of a customary recording fee to the Agent). All assignments will require the consent of the Agent, not to be unreasonably withheld or delayed. Each assignment will be in an amount of an integral multiple of CAD\$100,000. Notwithstanding the foregoing, assignments may only be made to then existing Lenders or to lenders under the Credit Agreement.

The Lenders will be permitted to sell participations in loans and commitments under the DIP Credit Facility without restriction.

TAXES:

All payments to be free and clear of any present or future taxes, withholdings or other deductions whatsoever (other than income and franchise taxes in the jurisdiction of the lender's applicable lending office). The Lenders will use reasonable efforts to minimize to the extent possible any applicable taxes and the Borrower will indemnify the Lenders and the Agent for such taxes paid by the Lenders or the Agent.

EXPIRY:

This summary and its commitments shall expire if not accepted and agreed to by the Borrower on or before 5:00 p.m. on September 25, 2013.

GOVERNING LAW:

Province of Alberta, with any US security documents and US guarantees being governed by New York law.

AGENT'S COUNSEL:

Norton Rose Fulbright Canada LLP for Cdn. matters and Fulbright & Jaworski LLP for US matters.

EXHIBIT B

Cash Flow Forecast

Lone Pine Resources
 Weekly Cash Flow Forecast
 September 25 to December 20, 2013

SCAD 000's	Note	Week 1 Sep 25 - 27	Week 2 Sep 28 - Oct 4	Week 3 Oct 5 - 11	Week 4 Oct 12 - 18	Week 5 Oct 19 - 25	Week 6 Oct 26 - Nov 1	Week 7 Nov 2 - 8	Week 8 Nov 9 - 15	Week 9 Nov 16 - 22	Week 10 Nov 23 - 29	Week 11 Nov 30 - Dec 6	Week 12 Dec 7 - 13	Week 13 Dec 14 - 20	TOTAL Sep 25 - Dec 20
Operating receipts															
Natural gas	1	1,000	-	-	-	2,760	-	-	-	-	2,881	-	-	-	6,841
Oil	1	5,742	-	-	-	5,974	-	-	-	-	5,939	-	-	-	17,655
Other	2	100	-	-	26	461	-	-	217	-	469	-	255	-	1,529
Total operating receipts		6,842	-	-	26	9,195	-	-	217	-	9,289	-	255	-	25,825
Operating Disbursements															
Operating costs	3	750	500	250	47	47	47	26	242	1,924	1,132	26	-	1,519	6,537
Critical suppliers	4	1,843	25	25	574	844	369	-	-	-	-	-	26	-	3,690
Joint interest billings (JIBs)	5	-	-	-	-	2,159	-	-	-	-	1,858	-	-	-	4,917
G&A	6	1,210	(75)	-	700	-	910	(75)	300	300	935	-	300	300	4,605
Interest	7	-	1,578	-	-	-	-	-	-	-	-	-	-	-	1,578
Royalties	8	-	300	-	-	-	-	-	-	-	-	-	-	-	900
Capital expenditures	9	-	-	-	-	-	300	-	-	-	300	-	-	-	3,925
Other	10	188	-	-	-	-	183	-	-	1,457	582	-	-	-	438
Total operating disbursements		3,991	2,328	275	1,321	3,050	1,810	(49)	542	3,681	4,875	26	326	3,604	25,780
Net change in cash from operations		2,851	(2,328)	(275)	(1,295)	6,146	(1,810)	49	(325)	(3,681)	4,413	(26)	(71)	(3,604)	44
Non-operating disbursements															
Restructuring costs	11	1,740	528	419	419	419	419	419	419	419	422	419	419	419	6,877
Total non-operating disbursements		1,740	528	419	419	419	419	419	419	419	422	419	419	419	6,877
DIP financing received		-	-	-	-	-	-	-	-	1,500	(1,500)	-	-	2,500	2,500
Borrowings (repayment)															
Total net change in cash flow		1,111	(2,856)	(694)	(1,714)	5,727	(2,228)	(370)	(743)	(2,600)	2,492	(445)	(490)	(1,522)	(4,332)
Opening cash		5,246	6,357	3,501	2,807	1,053	6,820	4,592	4,222	3,479	878	3,370	2,925	2,435	5,246
Total net change in cash flow		1,111	(2,856)	(694)	(1,714)	5,727	(2,228)	(370)	(743)	(2,600)	2,492	(445)	(490)	(1,522)	(4,332)
Ending cash		6,357	3,501	2,807	1,093	6,820	4,592	4,222	3,479	878	3,370	2,925	2,435	913	913
Opening prime rate borrowings balance		180,000	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	180,000
Hedge terminations	12	5,239	-	-	-	-	-	-	-	-	-	-	-	-	5,239
Closing prime rate borrowings balance		185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239	185,239
Opening DIP balance		-	-	-	-	-	-	-	-	-	1,500	-	-	-	-
Draw (repayment)		-	-	-	-	-	-	-	-	1,500	(1,500)	-	-	-	2,500
Closing DIP balance		-	-	-	-	-	-	-	-	1,500	-	-	-	2,500	2,500

Lone Pine Resources
Forecast Cash Flow Assumptions

General Note: Management of Lone Pine Resources (LPR) have prepared this forecasted cash flow statement based on probable and hypothetical assumptions detailed in notes 1 - 10. The forecast has been prepared solely for the Company's CCAA filing. As such, readers are cautioned that it may not be appropriate for other purposes.

Notes

- 1 Revenue forecasts based on production estimates and strip prices. Monthly receipts relate to production from prior month.
- 2 Other receipts are comprised of NGL revenue (based on production estimates) and GST received as part of sales.
- 3 Operating cost forecasts are based on historical operating costs in relation to production volumes.
- 4 Critical supplier payments are forecasted based on historical payments to vendors deemed critical to the company's operations and production.
- 5 Joint interest billings (JIBs) will be paid normal course.
- 6 General and administrative cost forecasts are based on historical payments for salaries & benefits, rent, some professional service fees and other miscellaneous costs.
- 7 Interest costs relate to interest on the prime rate borrowings.
- 8 Certain natural gas royalties are not offset against revenues and this forecasted amount is based on management's expected production.
- 9 Capital expenditures consist of estimated non-drilling maintenance, estimated partner ION's and planned capital programs.
- 10 Other costs consist of GST paid on costs.
- 11 Restructuring costs consist of professional fees incurred due to the CCAA filing and costs associated with the DIP.
- 12 All hedging contracts terminated and the balance added to the prime rate borrowings.

EXHIBIT C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 15
)	
LONE PINE RESOURCES INC., et al.,¹)	Case No. 13-12487 (BLS)
)	
Debtors in a Foreign Proceeding.)	Jointly Administered
)	
)	Re: Docket No. _____

**ORDER (I) SPECIFICALLY RECOGNIZING CANADIAN
COURT ORDER AUTHORIZING DEBTORS TO BORROW UNDER A POST-
PETITION CREDIT FACILITY, AND (II) APPROVING LIENS ON ASSETS
LOCATED IN THE TERRITORIAL JURISDICTION OF THE UNITED STATES**

This matter coming before the Court on the motion (the “Motion”)², dated October 7, 2013, of the Foreign Representative of the above-captioned debtors (collectively, the “Debtors”) in a proceeding (the “CCAA Proceeding”) commenced under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, and pending before the Court of Queen’s Bench of Alberta (the “Canadian Court”), for entry of an order (I) specifically recognizing those provisions of the Canadian Court’s Initial CCAA Order authorizing the Debtors to obtain and borrow under a post-petition Credit Facility, and (ii) approving the granting of liens on the Debtors’ U.S. Assets as security for the DIP Loan; and the Court having reviewed the Motion and the Granger Declaration; and appropriate and timely notice of the filing of the Motion having been given; and no other further notice being necessary or required; and the Court having determined that the legal and factual bases set forth in the Motion and all other

¹ The Debtors in the foreign proceeding, along with the last four digits of the United States Tax Identification Number or Canadian Business Number, as applicable, of each of the Debtors are as follows: (i) Lone Pine Resources Inc. (9606); (ii) Lone Pine Resources Canada Ltd. (0801); (iii) Lone Pine Resources (Holdings) Inc.; (iv) Wisier Delaware LLC (7365); and (v) Wisier Oil Delaware, LLC (9737).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

pleadings and proceedings in this case establish just cause to grant the relief ordered herein, and after due deliberation therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for this proceeding is proper before this Court pursuant to 28 U.S.C. § 1420.

C. Due and proper notice of the Motion was given, which notice is deemed adequate for all purposes and no other further notice is required.

D. The Debtors would have been unable to obtain financing during the Canadian Proceeding on terms as favorable as those set forth in the DIP Term Sheet without providing the DIP Lender with liens on the Collateral.

E. The Debtors' entry into the Credit Facility is warranted under the circumstances, is in the best interests of the Debtors, and is a sound exercise of the Debtors' business judgment;

F. The use of the Debtors' assets that are located within the territorial jurisdiction of the United States as collateral as set forth in the Credit Facility is warranted under the circumstances, is in the best interests of the Debtors, and is a sound exercise of the Debtors' business judgment.

G. The relief requested by the Motion is not contrary to the public policy of the United States.

NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion is GRANTED as set forth herein.
2. Those provisions of the Initial CCAA Order authorizing the Debtors to obtain and borrow under the Credit Facility, including but not limited to paragraphs 34-39 of the Initial CCAA Order, are hereby granted recognition and are given full force and effect in the United States.
3. The Debtors are authorized, pursuant to sections 363 and 1520 of the Bankruptcy Code, to use their assets that are located within the territorial jurisdiction of the United States as collateral for the DIP Loan, on the terms stated in the DIP Term Sheet.
4. Any and all terms of the Credit Facility that relate to or involve the U.S. Debtors, or the Debtors' assets that are located within the territorial jurisdiction of the United States, are approved.
5. The Foreign Representative and the Debtors are authorized to take any and all action they deem necessary and appropriate to effectuate the transactions set forth in the DIP Term Sheet, insofar as such transactions relate to or involve the U.S. Debtors or the assets of the Debtors that are located within the territorial jurisdiction of the United States.

Dated: _____, 2013
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

File a First Day Motion:[13-12487-BLS Lone Pine Resources Inc.](#)

Type: bk

Chapter: 15 v

Office: 1 (Delaware)

Assets: y

Judge: BLS

Case Flag: MEGA, LEAD

U.S. Bankruptcy Court**District of Delaware**

Notice of Electronic Filing

The following transaction was received from Lee E. Kaufman entered on 10/7/2013 at 4:28 PM EDT and filed on 10/7/2013

Case Name: Lone Pine Resources Inc.**Case Number:** [13-12487-BLS](#)**Document Number:** [33](#)**Docket Text:**

Motion to Approve Debtor In Possession Financing (*Foreign Representative's Motion for an Order (I) Specifically Recognizing Canadian Court Order Authorizing Debtors to Borrow Under a Post-Petition Credit Facility, and (II) Approving Liens On Assets Located In the Territorial Jurisdiction of the United States*) Filed By Lone Pine Resources Canada Ltd. Hearing scheduled for 11/20/2013 at 01:00 PM at US Bankruptcy Court, 824 Market St., 6th Fl., Courtroom #1, Wilmington, Delaware. (Attachments: # (1) Notice # (2) Exhibit A # (3) Exhibit B # (4) Exhibit C)(Kaufman, Lee)

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**C:\Users\lae\Desktop\Lone Pine - Motion to Approve DIP.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=10/7/2013] [FileNumber=12015614-0] [3626a38d6b8c33861d532f96af80ee7d7722db6378344244890dcae8eb57a348ee13feb7b3ddcde290edef9e2a2e2eda7d55e8d68b5783d9e95c0849f657910]]

Document description:Notice**Original filename:**C:\Users\lae\Desktop\Notice.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=10/7/2013] [FileNumber=12015614-1] [8be2e38cbb7c8c4e93ce156e438e8e20e8b1105280772cc82b97849a830f5a0955b1e3ebd235b2a3b2d715fba79482702cdf3e6b216aedb01030fc31804b34fb]]

Document description:Exhibit A**Original filename:**C:\Users\lae\Desktop\Exhibit A.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=10/7/2013] [FileNumber=12015614-2] [390db6a72165f2593721365331534951c9f12db92ed0fe9ea85d4f726074cd7bcc488e75aa41642c12c17a0e37223c027a5503059e2327a321c1dc3050e5e5b0]]

Document description:Exhibit B**Original filename:**C:\Users\lae\Desktop\Exhibit B.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=983460418 [Date=10/7/2013] [FileNumber=12015614-3