THIS IS EXHIBIT "F-3" referred to in the Affidavit of Tim S. Granger, sworn before me this 25th day of September, 2013.

CHRIS SIMARD
Barrister and Solicitor
CONFIDENTIAL

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

SUMMARY OF INDICATIVE TERMS AND CONDITIONS

The proposed terms and conditions summarized herein are provided for discussion purposes only and do not constitute an offer, agreement or commitment to lend. The actual terms and conditions on which JPMorgan might extend credit as a Lender to the Borrower is subject to JPMorgan's satisfactory review and subsequent credit approval of all relevant information, including but not limited to operational, financial and environmental information and any other such matters as determined by JPMorgan.

[NTD: The following bracketed language will replace the foregoing paragraph in the final version]

[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., Wiser Oil Delaware, LLC, Wiser 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' Creditor's 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.
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:**
The DIP Credit Facility will be used to:

(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.

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.

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 [____], 2013 (the Cash Flow Forecast), and in form and substance reasonably satisfactory to the Lead Arranger and the Lenders [NTD: Date of initial cash flow forecast to be confirmed];

(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
EVENTS OF DEFAULT:

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.

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.

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.

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.

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 PARTICIPATIONS: The Lenders will be permitted to assign loans and commitments under 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 20, 2013.
