

THIS IS EXHIBIT "G"

Referred to in the Affidavit of Don Umbach

Sworn before me this 6th Day of December, 2013



A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

SECOND WAVE

July 10, 2012

Hand Delivered

CanRock Energy Corp.
Suite 1400, 606-4th Street SW
Calgary, Alberta T2P 1T1

Attention: Bruce Eckert, President and CEO

**Re: Amending Agreement and Addendum to a
Secured Loan Agreement and Agreement of Purchase and Sale February 24, 2011
Provost Area, Alberta**

Reference is made to: (a) the agreement of purchase and sale dated February 24, 2011 (the "Purchase and Sale Agreement") between Second Wave Petroleum Inc., (the "Lender" or "Second Wave"), as vendor, and CanRock Energy Corp., (the "Borrower" or "CanRock"), as purchaser; (b) the secured loan agreement dated February 24, 2011 as amended, amended and restated, supplemented or modified from time to time, (the "Secured Loan Agreement") originally among the Borrower, as borrower, the Lender as lender, and Petrosands Resources (Canada) Inc., and QMAC Ventures Inc., as guarantors (collectively, the "Guarantor"); and (c) the arrangement agreement dated May 22, 2012 (the "Arrangement Agreement") between the Borrower and Alston Energy Inc., ("Alston"), pursuant to which Alston will acquire all of the issued and outstanding shares in the capital of the Borrower. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase and Sale Agreement.

Whereas certain events have transpired related to a portion of the Assets sold by Second Wave to CanRock under the said Purchase and Sale Agreement, such that the parties hereto mutually agree to now amend certain established parameters of both the Purchase and Sale Agreement and the Secured Loan Agreement.

Firstly, both Second Wave and CanRock acknowledge and agree that as of this date, CanRock currently owes to Second Wave the sum of \$2,927,697.97 (the "Secured Loan") pursuant to the Secured Loan Agreement, which is due to be paid in full to Second Wave by August 22, 2012 under the original terms of that Secured Loan Agreement.

Secondly, pursuant to certain correspondence from Cenovus Energy Inc., ("Cenovus") as the Lessor of record for a freehold mineral lease (the "Lease") governing the lands comprising the S/2 27-38-03 W4M which encompass a portion of the Assets sold by Second Wave to CanRock under the Purchase and Sale Agreement, did serve formal notice to PetroSands Resources

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(Canada) Inc., as predecessor to CanRock that it determined that the Lease terminated as of December 1, 1997. Subsequent to that notice, Cenovus did serve CanRock with a further notice on February 22, 2012, related to the Lease termination, wherein Cenovus requested payment of \$200,000 which it represented as compensation for trespass production obtained from the 00/02-27-038-03W4 ("02-27") and 00/07-27-038-03W4 ("07-27") wells on the Lease in question. Subsequent to that notice, CanRock entered into a farmout agreement with Cenovus on March 15, 2012 (the "Farmout Agreement") with respect to those same freehold mineral rights and agreed to drill one vertical well and one horizontal well on the Farmout Lands (as defined in the Farmout Agreement). During the earning phase of this Farmout Agreement, CanRock was granted the opportunity to continue to produce both the 02-27 and 07-27 wells, and in the event CanRock successfully earned Cenovus's rights pursuant to this Farmout Agreement, these existing wells would be deemed to be drilled under this new lease.

In light of these developments with respect to that particular portion of the Assets sold by Second Wave to CanRock, the parties hereto wish to formally acknowledge that the parties have mutually agreed that the Secured Loan Agreement shall be amended as follows:

Firstly, as conditions precedent to each of the amendments set forth below, CanRock shall provide a payment of \$1,000,000 by way of certified funds to Second Wave on or before the original established Secured Loan Agreement Maturity Date of August 22, 2012 (as defined in the Secured Loan Agreement). CanRock shall also provide documentation substantiating that the \$200,000 mineral trespass fee claimed by Cenovus has been paid in full, and that the certain plan of arrangement (the "Plan of Arrangement") between CanRock and Alston filed pursuant to Section 193 of the Business Corporations Act and in accordance with the terms and conditions of the Arrangement Agreement is completed prior to August 22, 2012 and in accordance with the terms and conditions of the Arrangement Agreement. In conjunction with this plan of arrangement, Alberta Treasury Branches as an existing creditor of the Borrower, shall have provided prior written consent to the Plan of Arrangement between the Borrower and Alston pursuant to Section 193 of the Business Corporations Act (Alberta) and in accordance with the terms and conditions of the Arrangement Agreement.

Provided that such conditions precedent have been satisfied, the parties agree that the remaining outstanding balance of the Secured Loan shall be reduced by \$350,000, which represents the payment by Second Wave of the Cenovus established trespass fee of \$200,000 and an additional \$150,000 which CanRock acknowledges and agrees is to be considered full compensation for any and all potential losses incurred or deemed to be incurred by CanRock or its heirs or assigns prior or subsequent to the Effective Date of the Purchase and Sale Agreement as to all of the Assets transferred to CanRock under the Purchase and Sale Agreement. Furthermore, CanRock and its heirs and assigns agree to indemnify Second Wave against any and all present or future potential claim, suite or action undertaken by any third party against any portion of the Assets sold to CanRock including but not limited to all oil and gas production taken from the Assets sold by Second Wave to CanRock by way of the Purchase and Sale Agreement. To this extent, the parties hereto agree that Article X of the Purchase and Sale Agreement shall be deemed to be amended accordingly.

Second Wave also accepts CanRock's request to extend the Maturity Date of the Secured Loan final payment originally due to Second Wave on August 22, 2012 pursuant to the Secured Loan Agreement, provided that CanRock, as Borrower agrees to make payments of installments in the amount of \$275,000 to Second Wave, as Lender commencing on March 15, 2013, at intervals of 90 days from that established initial payment date, until such time as the entire Secured Loan plus all outstanding interest has been paid in full, as outlined on the attached

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Schedule "A" (the "CanRock Secured Loan Payment Table"). The Borrower and Lender further agree that the interest payable by the Borrower on the principal amount of the Loan and on all overdue payments shall be reduced under Clause 8 of the original Secured Loan Agreement from 10% per annum to 8% per annum, with such interest to be calculated and compounded daily in arrears, upon and from the date of the occurrence and during the continuance of a default under the Secured Loan Agreement (or any other Loan Document) or an Event of Default. The Borrower shall be afforded an option to accelerate the established quarterly payments, however the Lender shall retain the option to maintain its "clawback" rights as established under the pre-existing Secured Loan Agreement or Postponement and Subordination Agreement dated February 24, 2011 originally among Alberta Treasury Branches, Second Wave Petroleum Inc., CanRock Energy Corp., Petrosands Resources (Canada) Inc., and QMAC Ventures Inc., as amended, amended and restated, supplemented or modified from time to time (the "Subordination Agreement") executed and in place between the parties prior to execution of this Amending Agreement, and as it pertains to future financings or lending value increases undertaken by the Borrower.

Each of the Lender, and the Borrower agree that the specific revisions contained within this Amending Agreement constitute the only revisions made to the Secured Loan Agreement, and to that extent, no other amendments are deemed to have been made to that original Secured Loan Agreement and all other provisions and obligations contained within the Secured Loan Agreement shall remain in full force and effect as of the date hereof. In the event any conflicts arise between this Amending Agreement and the Secured Loan Agreement, the parties agree that the terms and conditions within the Secured Loan Agreement shall prevail. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The Borrower and each of the Guarantors irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the Lender to take proceedings in any other jurisdictions.

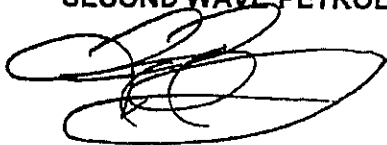
This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Delivery of a counterpart of this Amending Agreement by facsimile or other electronic transmission shall constitute valid and effective delivery of this Amending Agreement. This Amending Agreement and the terms and obligations contained within it shall be binding on both the Lender and Borrower and their respective heirs and successors.

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Should you agree to the terms and provisions contained within this Amending Agreement, kindly evidence your acknowledgement by executing two originals of this Agreement and returning one executed copy to the undersigned.

Yours truly,

SECOND WAVE PETROLEUM INC.



Randy L. Bergmann, P.Land
Vice President, Land

Acknowledged and agreed to this th17 day of July 2012



Bruce Eckert, P.Eng.
President & CEO

CANROCK ENERGY CORP.

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Schedule "A" to an Amending Agreement and Addendum dated July 10, 2012
CanRock Secured Loan Payment Loan Table

Date	Payment	Principal	Interest (8% Daily)	Balance
August 22, 2012		\$2,927,697.97		\$2,927,697.97
August 22, 2012	(\$1,000,000.00)			\$1,927,697.97
August 22, 2012	(\$350,000.00)			\$1,577,697.97
March 15, 2013		\$1,577,697.97	\$72,496.91	\$1650,194.88
March 15, 2013	(\$275,000.00)			\$ 1,375,556.57
June 15, 2013	(\$275,000.00)			\$ 1,128,572.26
September 15, 2013	(\$275,000.00)			\$ 876,557.67
December 15, 2013	(\$275,000.00)			\$ 619,214.35
March 15, 2014	(\$275,000.00)			\$ 356,548.89
June 15, 2014	(\$275,000.00)			\$88,810.66
September 15, 2014	(\$90,619.44)			\$0

WAIVER AND CONSENT

TO: CanRock Energy Corp. (the "Borrower")

RE: Waiver and Consent to the plan of arrangement (the "Plan of Arrangement") between the Borrower and Alston Energy Inc. filed pursuant to Section 193 of the Business Corporations Act

Subject in all events to the conditions set forth below, the undersigned hereby consents to the Plan of Arrangement and confirms that, to the extent the Plan of Arrangement will contravene any provision of the secured loan agreement originally among, *inter alia*, the Borrower, as borrower and Second Wave Petroleum Inc. (the "Lender"), as lender, (as amended, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), the breach of such provision are waived. The foregoing consent and waiver is provided subject to each of the following conditions precedent:

- (a) As of the date hereof and as of the effective date of the Plan of Arrangement all of the representations and warranties contained in the Loan Documents (as then in effect) are and will be true and correct, and there shall not exist any Event of Default (except to the extent expressly waived herein);
- (b) Such Plan of Arrangement is completed on or before August 22, 2012; and
- (c) Alberta Treasury Branches, as an existing senior creditor of the Borrower, consents to such Plan of Arrangement.

The Borrower covenants and agrees that it shall, on or before August 22, 2012, provide a payment of \$1,000,000 by way of certified funds to the Lender pursuant to the terms and conditions of an Amending Agreement and Addendum to a Secured Loan Agreement and Agreement of Purchase and Sale February 24, 2011. In addition, the Borrower acknowledges that the Lender is relying on such covenant in agreeing to provide the waivers and consents contained in this letter.

The consent and waivers provided by this letter shall not be a consent to or waiver of any other Event of Default which may now exist or arise hereafter.

This letter shall constitute a Loan Document pursuant to the Loan Agreement.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Loan Agreement.

[Remainder of page intentionally left blank.]

This waiver and consent may be executed in any number of counterparts in original, facsimile or other electronic form, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

Dated July 17, 2012.

SECOND WAVE PETROLEUM INC.

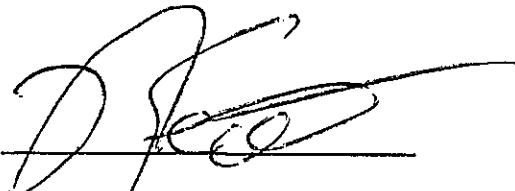


Randy L. Bergmann, P.Land

Vice President, Land

✓ The Borrower acknowledges the waiver and consent contained herein, confirms that the Loan Agreement and the other Loan Documents continue to be in full force and effect, except only as provided in this waiver and consent.

Acknowledged and agreed to this 17th day of July 2012



Bruce Eckert, P.Eng.
President & CEO
CANROCK ENERGY CORP.