FIRST AMENDING AGREEMENT TO THE SURGE ENERGY INC. SECOND AMENDED AND RESTATED CREDIT AGREEMENT DATED JUNE 5, 2014

THIS FIRST AMENDING AGREEMENT (the "**Agreement**") is made effective as of March 18, 2015 (the "**First Amendment Date**"), between **SURGE ENERGY INC.**, as borrower, and **NATIONAL BANK OF CANADA,** as Agent, and the Lenders party hereto.

PREAMBLE:

A. Pursuant to an Second Amended and Restated Credit Agreement dated as of June 5, 2014 (the "**Credit Agreement**") among Surge Energy Inc., as borrower (the "**Borrower**"), National Bank of Canada, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, The Toronto-Dominion Bank, Bank of Montreal, JPMorgan Chase Bank, N.A., Toronto Branch, Alberta Treasury Branches and HSBC Bank Canada (collectively, the "**Original Lenders**") and National Bank of Canada, as agent (the "**Agent**"), the Original Lenders agreed to provide the Borrower with the Credit Facilities.

B. Subject to the terms and conditions set forth in this Agreement, JPMorgan Chase Bank, N.A., Toronto Branch (the "**Exiting Lender**") wishes to cancel, and the Borrower intends to repay, all of the Exiting Lender's Aggregate Principal Amount owing to it as of the First Amendment Date.

C. Pursuant to Section 3.8 of the Credit Agreement, any prepayment or cancellation of the Committed Revolving Term Facility will be made *pro rata* to all Committed Lenders on the basis of each Committed Lender's Rateable Portion of the Committed Revolving Term Facility (the "**Repayment Requirement**").

D. Goldman Sachs Lending Partners LLC and Wells Fargo Bank, N.A., Canadian Branch (each, a "**New Lender**", and collectively with the Original Lenders, other than the Exiting Lender, the "**Lenders**") have each agreed to provide an Individual Commitment Amount and become a Lender in accordance with the terms of this Agreement and the Credit Agreement.

E. The Lenders have agreed to (i) waive the Repayment Requirement in respect of the repayment of the Exiting Lender, (ii) cancel all of the Exiting Lender's Committed Revolving Facility Term Commitment and (iii) relieve and forever discharge any and all of the Exiting Lender's covenants and obligations under the Documents in respect of its Committed Revolving Facility Term Commitment.

F. The Parties wish to amend the Credit Agreement on the terms and conditions herein provided.

AGREEMENT:

NOW THEREFORE in consideration of the premises, the covenants and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged between the Parties, the Parties agree as follows:

1. **<u>Definitions</u>**. Capitalized terms used in this Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement.

2. **<u>Amendment Date</u>**. The acknowledgements and amendments contained herein shall be effective as of the First Amendment Date.

3. **<u>Exiting Lender</u>**. As of the First Amendment Date, the Parties hereby (a) agree that the Committed Revolving Facility Term Commitment of the Exiting Lender is hereby cancelled (notwithstanding Section 3.8 of the Credit Agreement), (b) waive the Repayment Requirement, and (c) consent to the repayment in full to the Exiting Lender of the Aggregate Principal Amount owing to it. The Exiting Lender hereby also confirms that as of the First Amendment Date, it will no longer be a Lender or a Committed Lender for the purposes of the Credit Agreement and ceases to have any obligations thereunder and under the other Loan Documents.

4. **<u>Amendments</u>**. Effective on the First Amendment Date, the Credit Agreement is amended as follows:

   (a) All references in the Credit Agreement to "Hedge Agreement" are hereby replaced with "Hedging Agreement".

   (b) Section 1.1 of the Credit Agreement is hereby amended by deleting the reference to "as of the date hereof is $725,000,000" in the definition of "Commitment" and replacing it with "as of the First Amendment Date is $675,000,000".

   (c) Section 1.1 of the Credit Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

   "**Cash Management Arrangements**" means any arrangement entered into or to be entered into by the Borrower or any Material Subsidiary with the Operating Lender for the purpose of creating secured centralized operating accounts for the Borrower and any Material Subsidiaries and providing for automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft and electronic funds transfer services, foreign exchange facilities, currency exchange transactions or agreements and options with respect thereto, credit card processing services, credit or debit cards or purchase cards.

   "**Cash Management Obligations**" means any and all obligations of the Borrower and any Material Subsidiary under any Cash Management Arrangements.

   "**First Amendment Date**" means March 18, 2015.

   "**Hedge Monetization**" means the termination, restructuring or unwinding of any Commodity Swap Contract where lending value has been attributed to the underlying production by any one or more of the Lenders in determining the Borrowing Base resulting in proceeds being paid to the Borrower or a Material Subsidiary."

(d) The definition of "Permitted Dispositions" in Section 1.1 of the Credit Agreement is hereby amended by deleting clause (d) in its entirety and replacing it with the following:

"(d) sales or dispositions of Borrowing Base Properties and related tangibles made in the ordinary course of business for fair market value to third parties or Hedge Monetizations, in each case since the last determination of the Borrowing Base having an aggregate fair market value not exceeding the Threshold Amount;"

(e) Section 1.1 of the Credit Agreement is hereby amended by deleting the reference to "$675,000,000" in the definition of "Revolving Term Commitment Amount" and replacing it with "$625,000,000".

(f) Section 1.1 of the Credit Agreement is hereby amended by deleting the reference to "May 29, 2015" in the definition of "Term Date" and replacing it with "May 29, 2016".

(g) Section 1.1 of the Credit Agreement is hereby amended by deleting the reference to "$725,000,000" in the definition of "Total Commitment" and replacing it with "$675,000,000".

(h) Section 3.7(d)(i) of the Credit Agreement is hereby amended by deleting the reference therein to "unless its Individual Commitment Amount is purchased pursuant to Sub-section 3.6(d)(iii) or repaid pursuant to Sub-section 3.6(d)(iv)" and replacing it with "unless its Individual Commitment Amount is purchased pursuant to Sub-section 3.7(d)(iii) or repaid pursuant to Sub-section 3.7(d)(iv)".

(i) Section 3.12(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Setting of Borrowing Base**. The Borrowing Base under the Credit Facilities as at the First Amendment Date is $675,000,000. A review and re-determination of the Borrowing Base will occur on or before May 31 and November 1 of each year (other than May 31, 2015) the Credit Facilities remain available to the Borrower (in any such case, the "**Borrowing Base Date**"). In addition to the foregoing semi-annual redeterminations, the Borrowing Base will be redetermined by the Lenders in any of the following circumstances: (i) the Aggregate Principal Amount under the Credit Facilities is at any time greater than or equal to Cdn. $600,000,000 and any one or more of the Lenders notifies the Agent that it requires a Borrowing Base redetermination to be made in accordance with this Section 3.12; (ii) any Hedge Monetization occurs, the proceeds of which, together with the proceeds of any sale, exchange, lease, transfer or other disposition of Borrowing Base Properties, exceed the Threshold Amount since the last Borrowing Base determination; or (iii) in the opinion of the Majority Lenders, acting reasonably, there are reasons to believe that there has been a Material Adverse Effect (each an "**Additional Review**"). For each such Additional Review, the Borrower will provide the Agent and the Lenders with any additional information related to the Borrowing Base Properties that (A) may be reasonably requested by the Lenders, or (B) it wants the Lenders to consider as part of such Additional Review, in either case, within 10 Banking Days of being notified of such Additional Review and the Lenders will make a determination of the Borrowing Base in such circumstances with 10 Banking Days after the end of such 10 Banking Day period."

(j) Section 4.1 of the Credit Agreement is hereby amended by deleting the lead-in paragraph thereof and replacing it with the following:

"The present and future Loan Indebtedness and Cash Management Obligations of the Borrower and any Material Subsidiary to the Agent and the Lenders under the Documents and the Swap Indebtedness owing to the Swap Lenders under the Swap Documents and all other Obligations of the Borrower and any Material Subsidiary to the Agent, the Lenders and the Swap Lenders howsoever arising or incurred hereunder and under the Documents, the Cash Management Arrangements and the Swap Documents, as applicable, will be secured by the following (in each case in form and substance satisfactory to the Agent) (collectively, the "**Security**"):"

(k) Section 4.1(e) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"a guarantee from the Borrower and each Material Subsidiary in favour of the Agent for its own benefit and on behalf of the Lenders and the Swap Lenders with respect to the Borrower's and any other Material Subsidiary's obligations (as applicable) to the Agent, the Lenders and Swap Lenders under the Documents, the Swap Documents and the Cash Management Arrangements, as applicable;"

(l) Section 4.2 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(a) The Borrower and the Lenders agree and acknowledge that the Security is being shared equally among the Lenders and the Swap Lenders to secure all Loan Indebtedness, Swap Indebtedness, Cash Management Obligations and any MasterCard facility with the Agent pursuant to Section 3.5 hereof on a *pari passu* basis; and that the Agent will hold the Security for the benefit of the Agent, the Lenders and the Swap Lenders hereunder. For the purposes of the above sentence, "*pari passu*" basis means:

(i) with respect to the Lenders under the Credit Facilities, the Aggregate Principal Amount and all other Loan Indebtedness under such Credit Facilities relative to the Aggregate Principal Amount and all other Loan Indebtedness under such Credit Facilities, the Swap Indebtedness and the Cash Management Obligations; and

(ii) with respect to the Swap Lenders, the Swap Indebtedness relative to the Aggregate Principal Amount and all other Loan Indebtedness under the Credit Facilities, the Swap Indebtedness and the Cash Management Obligations; and

(iii) with respect to the Operating Lender as it relates to the Cash Management Obligations, the Cash Management Obligations relative to the Aggregate Principal Amount and other Loan Indebtedness under the Credit Facilities, the Swap Indebtedness and the Cash Management Obligations.

(b) If requested by the Agent, for the benefit of the Lenders or any Swap Lender, each such Persons will enter into such further agreements and assurances as may be reasonably requested to further evidence the provisions of this Section 4.2."

(m) Section 4.8 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"The Agent and the Lenders will discharge the Security at the Borrower's expense forthwith after all of the Loan Indebtedness, and (unless other arrangements have been made) Swap Indebtedness and the Cash Management Obligations, have been unconditionally and irrevocably paid or satisfied in full and each such facility has been cancelled."

(n) Section 14.1(z) of the Credit Agreement is hereby amended by deleting the reference therein to "a guarantee of the Borrower's Indebtedness under the Documents" and replacing it with "a guarantee of the Borrower's Indebtedness under the Documents, the Swap Documents and the Cash Management Arrangements".

(o) Section 14.1(aa) of the Credit Agreement is hereby amended by deleting the reference therein to "and the Agent and the Lenders shall have the right upon receiving notice of such termination to conduct a re-determination of the Borrowing Base in accordance with Section 3.12(b) hereof".

(p) Section 14.1 of the Credit Agreement is hereby amended by adding the following as Section 14.1(bb):

"**Notice of Aggregate Principal Amount**. The Borrower will promptly notify the Agent if the Aggregate Principal Amount under the Credit Facilities is at any time greater than or equal to Cdn. $600,000,000."

(q) Section 14.2(l) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"**Asset Dispositions/Hedge Monetization**. Other than Permitted Dispositions, the Borrower will not, and will not permit any Material Subsidiary, as applicable, to, directly or indirectly, make any sale, exchange, lease, transfer or other disposition of any of its Borrowing Base Properties to any Person or complete any Hedge Monetization without the prior written consent of all of the Lenders, such consent not to be unreasonably withheld, except to the extent the proceeds of such transactions are used to make a permanent reduction of the Credit Facilities by an amount equal to the value attributed by the Lenders to such Borrowing Base Properties in determining the then current Borrowing Base or used to acquire P&NG Rights which are Borrowing Base Properties with a value, as determined by the Lenders, not less than the lending value attributed by the Lenders to the Borrowing Base Properties and property subject to any such disposition. During an Event of Default, the Borrower will not be entitled to make Permitted Dispositions except for those described in paragraphs (a), (b), (c) and (e) of the definition thereof set forth in Section 1.1, without the prior written consent of the Lenders."

(r) Section 16.3 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"If an Event of Default exists, each Lender or Swap Lender, as applicable, is hereby authorized at any time and from time to time thereafter, without notice to the Borrower (any such notice being expressly waived by the Borrower) and to the fullest extent permitted by law, to set-off and apply any and all deposits (whether general or special, time or demand, provisional or final, matured or unmatured) at any time held and any and all other obligations at any time owing by such Lender or Swap Lender, as applicable, to or for the credit or the account of the Borrower or any of the Material Subsidiaries against any or all of the Loan Indebtedness, Swap Indebtedness or Cash Management Obligations, as applicable, of the Borrower. Such Lender or Swap Lender, as applicable, agrees to promptly notify the Borrower after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. This set-off may occur notwithstanding that such deposits or other obligations are expressed in different currencies and such Lender or Swap Lender is hereby authorized to effect any necessary currency conversions at the Noon Rate."

(s) Sections 20.10(d) and (e) of the Credit Agreement are hereby deleted in their entirety and replaced with the following:

"(d) in full and final payment of the Aggregate Principal Amount under the Credit Facilities, the Cash Management Obligations and the Swap Documents, on a *pro rata* basis;

(e) in full and final payment of all other Loan Indebtedness owing under the Documents;

(f) in full and final payment of all other Swap Indebtedness owing under the Swap Documents; and

(g) if there are any amounts remaining and subject to applicable Law, to the Borrower."

(t) Schedule A to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 1 hereto.

(u) Schedule B to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 2 hereto.

(v) Schedule H to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit 3 hereto.

(w) Section 8 of Schedule I to the Credit Agreement is hereby amended by deleting the reference therein to “Sections 14(b), (c), (d) and (e)” and replacing it with “Sections 14.2(b), (c), (d) and (e)”.

(x) Section 3(b) of Schedule N to the Credit Agreement is hereby amended by deleting the reference therein to “3(a)(i)” and replacing it with “3(a)”.

5. **Borrowing Base Confirmation**. The Parties agree and confirm that the Borrowing Base as of the First Amendment Date is $675,000,000.

6. **Confirmation of Individual Commitment Amounts**. Each of the Parties agrees and confirms that as of the First Amendment Date, the Individual Commitment Amounts of the Operating Lender and the Committed Lenders are those listed in Exhibit 1 hereto.

7. **Deliveries**. The Borrower shall deliver or cause to be delivered to the Agent, on behalf of the Lenders, the following items and this First Amending Agreement is only effective upon the receipt thereof by the Agent on behalf of the Lenders:

(a) a fully executed copy of this First Amending Agreement;

(b) a certificate of status, good standing or similar document dated on or about the First Amendment Date in respect of the Borrower and each Material Subsidiary under the Laws of its jurisdiction of formation;

(c) a duly executed officer's certificate, in form substantially the same as previously delivered to the Agent, from an officer of the Borrower and each Material Subsidiary;

(d) a duly executed Oil and Gas Ownership Officer’s Certificate;

(e) a duly executed security and guarantee confirmation agreement from each Material Subsidiary, as applicable, and in substantially the form attached as Schedule P to the Credit Agreement;

(f) a duly executed guarantee from the Borrower in respect of the Swap Indebtedness of the Material Subsidiaries from time to time;

(g) a duly executed security confirmation agreement from the Borrower (which, together with the confirmations referred to in clause (e) above, are referred to herein as the (“**Confirmations**”);

(h) an opinion of the Borrower's legal counsel in respect of the Borrower and each Material Subsidiary, in form and substance satisfactory to the Agent;

(i) repayment by the Borrower to the Exiting Lender of the Aggregate Principal Amount owing to the Exiting Lender; provided that the Parties hereto acknowledge and agree that the Exiting Lender shall also be entitled to the payment of all accrued and unpaid interest thereon and all accrued and unpaid standby fees up to and including the First Amendment Date; and

(j) the payment of the fees required in Section 8 below.

8. **Fees**. The Borrower agrees to pay concurrently with the execution and delivery of this First Amending Agreement:

(a) a commitment fee equal to 10 bps multiplied by the Individual Commitment Amount of each Original Lender set forth in Column A and B of Exhibit 1 hereto; and

(b) a commitment fee equal to 20 bps multiplied by the Individual Commitment Amount of each Lender set forth in Column C of Exhibit 1 hereto.

9. **Representations and Warranties**. To confirm each Lender's understanding concerning the Borrower and the Material Subsidiaries' and their businesses, properties and obligations, and to induce the Agent and Lenders to enter into this Agreement, the Borrower hereby reaffirms to the Agent, on behalf of the Majority Lenders, that, as of the date hereof, its representations and warranties contained in Section 13.1 of the Credit Agreement, as amended by this Agreement, and except to the extent such representations and warranties relate solely to an earlier date, are true and correct in all material respects and additionally represents and warrants as follows on the First Amendment Date:

(a) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approvals (if any required), and (iv) do not and will not contravene or conflict with or contravene or constitute a default or create a Lien, other than a Permitted Encumbrance, of which could reasonably be expected to have a Material Adverse Effect under: (A) in the case of the Borrower and each corporate Material Subsidiary its constating documents, by-laws, any resolution of its Directors or any shareholders' agreement in respect thereof; (B) any agreement or document to which it is a party or by which any of its property is bound; or (C) any applicable Law;

(b) this Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, or similar statutes affecting the enforcement of creditors' rights generally and by general principles of equity; and

(c) no Default or Event of Default has occurred and is continuing or would result from giving effect to this First Amending Agreement.

10. **Outstanding Advances**. The Lenders hereby acknowledge and agree that the Rateable Portions of each applicable Lender under any Advances under the Committed Revolving Term Facility which are outstanding as of the First Amendment Date will be adjusted to reflect each applicable Lender's respective Rateable Portion of such Advances after giving effect to the changes to the Individual Commitment Amounts of each such Lender on the date hereof. Each Lender hereby agrees to do all things reasonably required by the Agent to give effect to such adjustment, including paying to the Agent such amount as necessary to account for its respective adjusted Rateable Portion.

11. **Confirmation.** The Parties hereby confirm that, from and after the First Amendment Date, each New Lender shall be a Lender for all purposes under the Credit Agreement and the other Documents having the Individual Commitment Amount set forth opposite its name on Schedule A to the Credit Agreement (as amended by this Agreement) and all references herein or therein to "Lenders" or a "Lender" shall be deemed to include the New Lenders.

12. **New Lenders' Credit Decisions**. It is understood and agreed by each New Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrower and the Material Subsidiaries. Accordingly, each New Lender confirms with the Agent that it has not relied, and will not hereafter rely, on the Agent to: (a) check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Parties or any other Person under or in connection with the Credit Facilities (whether or not such information has been or is hereafter distributed to such Lender by the Agent); or (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of any Party. Each New Lender acknowledges that copies of the Documents have been made available to it for review and each New Lender acknowledges that it is satisfied with the form and substance of the Documents (as amended by the Confirmations). No New Lender will make any independent arrangement with any Party for the satisfaction of any obligations owing to it under the Documents (as amended by the Confirmations) without the written consent of the other Lenders.

13. **Consent of Borrower and Agent.** Each of the Borrower and the Agent hereby consents to the addition of the New Lenders into the Credit Agreement as Lenders and agrees to recognize the New Lenders as Lenders under the Credit Agreement as fully as if the New Lenders had been original parties to the Credit Agreement.

14. **Continuing Effect**. Each of the Parties acknowledges and agrees that the Credit Agreement (as amended by this Agreement), the other Documents (as amended by the Confirmations) and all other documents entered into in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations

of all parties thereunder will not be effected or prejudiced in any manner except as specifically provided herein.

15. **Further Assurance**. The Borrower will from time to time forthwith at the Agent's request and at the Borrower's own cost and expense make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Agent and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under the Credit Agreement and this Agreement.

16. **Expenses**. The Borrower will pay or reimburse the Agent and the Lenders, as applicable, for the reasonable out of pocket expenses, including reasonable legal fees and disbursements (on a solicitor and his own client full indemnity basis) and enforcement costs, incurred by the Agent and the Lenders, as applicable, in connection with the negotiation, preparation, execution and maintenance of the Credit Agreement and of this Agreement.

17. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws in force in the Province of Alberta from time to time.

18. **Counterparts**. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party hereto may execute this Agreement by signing any counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF each of the undersigned has duly executed this this Agreement as of the First Amendment Date.

SURGE ENERGY INC.
as Borrower

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

NATIONAL BANK OF CANADA
as the Agent

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

NATIONAL BANK OF CANADA
as Lender

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

NATIONAL BANK OF CANADA
as Operating Lender

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

THE BANK OF NOVA SCOTIA
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

CANADIAN IMPERIAL BANK OF COMMERCE
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

BANK OF MONTREAL
as Lender

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

THE TORONTO-DOMINION BANK
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

ALBERTA TREASURY BRANCHES
as Lender

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**

Name: **[REDACTED]**
Title: **[REDACTED]**

HSBC BANK CANADA
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

WELLS FARGO BANK, N.A., CANADIAN BRANCH
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

GOLDMAN SACHS LENDING PARTNERS LLC
as Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

ACKNOWLEDGED AND AGREED as of the First Amendment Date.

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH
as Exiting Lender

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

By: **[REDACTED]**
Name: **[REDACTED]**
Title: **[REDACTED]**

EXHIBIT 1
TO THE SURGE ENERGY INC. FIRST AMENDING AGREEMENT

SCHEDULE A

SURGE ENERGY INC.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 5, 2014

COMMITMENTS

	Column A	Column B	Column C	Column D
Lender	**Individual Commitment Amount - Operating Loan Facility**	**Existing Individual Commitment Amount Extended pursuant to this Agreement- Committed Revolving Term Facility**	**Incremental Individual Commitment Amount Resulting from this Agreement - Committed Revolving Term Facility**	**Total Individual Commitment Amount under all Credit Facilities**
National Bank of Canada	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Canadian Imperial Bank of Commerce	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
The Bank of Nova Scotia	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Bank of Montreal	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
The Toronto-Dominion Bank	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Alberta Treasury Branches	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
HSBC Bank Canada	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Wells Fargo Bank, N.A., Canadian Branch	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Goldman Sachs Lending Partners LLC	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**	**[REDACTED]**
Total Commitment:	**$50,000,000**	**$560,000,000**	**$65,000,000**	**$675,000,000**

<u>Address of Lenders:</u>

National Bank of Canada
1800, 311 – 6th Avenue SW
Calgary, Alberta T2P 3H2
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

Canadian Imperial Bank of Commerce
Oil and Gas Group
9th Floor, Bankers Hall East Tower
855 - 2nd Street SW
Calgary, Alberta T2P 2P2
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

The Bank of Nova Scotia
2000, 700 - 2nd Street SW
Calgary, Alberta T2P 2W1
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

The Toronto-Dominion Bank
Calgary Branch
3600, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: **[REDACTED]**

Bank of Montreal
900, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

Alberta Treasury Branches
600, 444 - 7th Avenue SW
Calgary, Alberta T2P 0X8
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

HSBC Bank Canada
9th Floor, 407 - 8th Avenue SW
Calgary, Alberta T2P 1E5
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

Goldman Sachs Lending Partners LLC
200 West Street
New York, NY 10282-2198
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

Wells Fargo Bank, N.A., Canadian Branch
40 King Street West Suite 3200
Toronto, ON M5H 3Y2
Facsimile: **[REDACTED]**
Attention: **[REDACTED]**

[END OF SCHEDULE]

EXHIBIT 2
TO THE SURGE ENERGY INC. FIRST AMENDING AGREEMENT

SCHEDULE B

SURGE ENERGY INC.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 5, 2014

INTEREST RATES AND FEES

Margin Levels:

Level	Total Debt/EBITDA Ratio of Borrower	Prime Rate Margin/USBR Margin	BA Stamping Fee/LIBOR Margin	Letter of Credit Fee (provided under the Operating Loan Facility	Standby Fee
I	<1.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
II	≥1.00<1.50	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
III*	≥1.50<2.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
IV	≥2.00<2.50	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
V	≥2.50<3.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VI	≥3.00<3.50	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VII	≥3.50<4.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VIII	≥4.00	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* **[REDACTED]**

Provided that:

(a) after an Event of Default occurs and continues for thirty (30) days or after the Agent has provided the Borrower with notice of a Borrowing Base Shortfall (each an "**Effective Increase Date**"), the applicable margin level shall, to the extent permitted by Law, be the margins set forth in level VIII until such Event of Default or Borrowing Base Shortfall has been waived or remedied; and with respect to Bankers' Acceptances and Letters of Credit such increase will on the Effective Increase Date apply proportionately to such Bankers' Acceptances and Letters of Credit outstanding on the basis of the number of days remaining in the term to maturity of each such Bankers' Acceptance and Letter of Credit. The Borrower will pay to the Agent for the benefit of the Lenders any resulting increase in Bankers' Acceptance stamping fees under the Committed Revolving Term Facility and will pay the Operating Lender any resulting increase in the Letters of Credit fee under the Operating Loan Facility in each case in arrears on the maturity or expiry of the relevant Bankers' Acceptances and Letters of Credit; and

(b) any change in the applicable margin level due to a change in the Total Debt/EBITDA Ratio shall become effective on the first day of the calendar month immediately following the date on which the Borrower delivers the Compliance Certificate which reflects such Total Debt/EBITDA Ratio; provided that if the Borrower fails to deliver the applicable Compliance Certificate within the time period set forth in Section 14.1(i), then the applicable margin level shall be based upon level VIII for the period from the latest date permitted in Section 14.1(i) for delivery of such Compliance Certificate until the date of delivery thereof.

EXHIBIT 3
TO THE SURGE ENERGY INC. FIRST AMENDING AGREEMENT

SCHEDULE H

SURGE ENERGY INC.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 5, 2014

LIST OF SUBSIDIARIES

Subsidiaries of the Borrower

Material Subsidiaries of the Borrower

Material Subsidiaries Legal Name	Jurisdiction of Incorporation or Formation	Location of Chief Executive Office	Location of Business and Assets
1413942 Alberta Ltd.	Alberta	Alberta	Alberta, British Columbia, Manitoba
Surge General Partnership	Alberta	Alberta	Alberta, British Columbia, Manitoba, Saskatchewan