AMENDMENT TO

ARRANGEMENT AGREEMENT

BETWEEN

STANDARD EXPLORATION LTD.

- AND -

CANADIAN ENERGY EXPLORATION INC.

DATED AUGUST 17, 2012

SEPTEMBER 11, 2012

ARRANGEMENT AGREEMENT AMENDMENT

THIS ARRANGEMENT AGREEMENT AMENDMENT (the "**Amending Agreement**"), dated as of September 11, 2012 between Standard Exploration Ltd. ("**Standard Exploration**") and Canadian Energy Exploration Inc. ("**Canadian Energy**");

WITNESSES THAT, WHEREAS Standard Exploration and Canadian Energy entered into an arrangement agreement (the "**Arrangement Agreement**") dated as of August 17, 2012 pursuant to which AcquisitionCo, a wholly-owned subsidiary of Standard Exploration, will amalgamate with Canadian Energy;

AND WHEREAS the parties wish to amend the Arrangement Agreement;

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. Definitions

Unless there is something in the subject matter or context inconsistent therewith, all terms contained in this Amending Agreement which are defined in the Arrangement Agreement, shall, for all purposes hereof have the meanings given to such terms in the Arrangement Agreement as amended by this Amending Agreement.

2. Amendments to the Arrangement Agreement

Pursuant to Article 12 of the Arrangement Agreement, the Arrangement Agreement is amended as follows:

(a) by deleting Section 1.1(o) in its entirety and replacing therewith the following:

"(o) "**Canadian Energy Meeting**" means the annual and special meeting of the Canadian Energy Shareholders to be called to, among other things, consider and, if thought fit, authorize, approve and adopt the Arrangement Resolution in accordance with the Interim Order, and any adjournments thereof;"

(b) by deleting Section 1.1(mm) in its entirety and replacing therewith the following:

"(mm) "**Information Circular**" means the information circular and proxy statement of Canadian Energy to be mailed to Canadian Energy Shareholders in connection with the holding of the Canadian Energy Meeting;"

(c) by deleting Section 1.1(yy) in its entirety and replacing therewith the following:

"(yy) "**Sproule Report**" means the draft independent engineering report dated March 13, 2012 with an effective date of December 31, 2011 evaluating the natural gas and crude oil reserves of Canadian Energy and the future net production revenues attributable thereto;"

(d) by deleting Section 1.1(jjj) in its entirety and replacing therewith the following:

"(jjj) "**Support Agreements**" means agreements in the form attached hereto as Exhibit B pursuant to which, among other things, the directors, senior officers and other

Canadian Energy Shareholders agree to irrevocably vote the Canadian Energy Shares owned by them, directly or indirectly, or over which they exercise control or direction, in favour of the Arrangement Resolution and to otherwise support the Arrangement;"

(e) by deleting Section 3.4(a) in its entirety and replacing therewith the following:

"(a) for the classes of persons to whom notice is to be provided in respect of the Arrangement, the Canadian Energy Meeting and that such notices be sent to Canadian Energy Shareholders and that such notice advises all such persons that they have a right to be heard at the hearing for the Final Order and for the manner in which such notices are to be provided;"

(f) by deleting Section 3.4(b) in its entirety and replacing therewith the following:

"(b) that the requisite approval by Canadian Energy Shareholders for the Arrangement shall be 66 2/3% of the votes cast, in person or by proxy, on the Arrangement Resolution by Canadian Energy Shareholders at the Canadian Energy Meeting; and"

(g) by deleting Section 3.5 in its entirety and replacing therewith the following:

"3.5 Forthwith after receipt of the approval of the Arrangement Resolution by Canadian Energy Shareholders, Canadian Energy shall apply for the Final Order in form and substance satisfactory to Standard Exploration, acting reasonably. Notice of the application for the Final Order shall be included in the Information Circular and shall set forth the procedures that Canadian Energy Shareholders shall follow in order to attend and be heard at the hearing for the Final Order."

(h) by deleting Section 5.1(c)(ii) in its entirety and replacing therewith the following:

"(ii) certified copies of the resolution or resolutions of the Canadian Energy Shareholders duly passed at the Canadian Energy Meeting, approving the Arrangement."

(i) by deleting Section 5.1(g) in its entirety and replacing therewith the following:

"(g) The board of directors of Canadian Energy shall have made, and shall not have modified or amended or withdrawn, in any adverse respect, the affirmative recommendation as set forth in subsection 7.1(x) that the Canadian Energy Shareholders approve the Arrangement."

(j) by deleting Section 6.1(b) in its entirety and replacing therewith the following:

"(b) A special resolution or resolutions approving the Arrangement shall have been passed by the Canadian Energy Shareholders as may be required pursuant to the Interim Order, on or before October 19, 2012, in form and substance satisfactory to each of Standard Exploration and Canadian Energy, acting reasonably."

(k) by deleting Section 7.1(x) in its entirety and replacing therewith the following:

"(x) The board of directors of Canadian Energy has, based upon a verbal fairness opinion, determined that the Arrangement is fair to the Canadian Energy

Shareholders, that the Arrangement is in the best interests of Canadian Energy and the Canadian Energy Shareholders, has unanimously approved the Arrangement and the entering into of this Agreement and has resolved to unanimously recommend that Canadian Energy Shareholders vote in favour of the Arrangement."

(l) by deleting Section 10.1(l)(i) in its entirety and replacing therewith the following:

"(i) the securities of Canadian Energy for which the holders shall be entitled to vote on the Arrangement shall be the Canadian Energy Shares;"

(m) by deleting Section 10.1(l)(ii) in its entirety and replacing therewith the following:

"(ii) the requisite majority for the approval of the Arrangement by the Canadian Energy Shareholders shall be two-thirds of the votes cast by the Canadian Energy Shareholders present in person or by proxy at the Canadian Energy Meeting; "

(n) by deleting Section 10.1(o) in its entirety and replacing therewith the following:

"(o) Canadian Energy will prepare (in consultation with Standard Exploration), file and distribute to the Canadian Energy Shareholders in a timely and expeditious manner the Information Circular (which shall include or incorporate by reference, among other things, the unanimous recommendation of the Canadian Energy board of directors as contemplated in subsections 5.1(g) and 7.1(x) and the required financial statements of both Standard Exploration and Canadian Energy) and any amendments or supplements to the Information Circular, all as required by Applicable Law in all jurisdictions where the same is required complying in all material respects with all applicable legal requirements on the date of issue thereof;"

(o) by deleting Section 10.1(p) in its entirety and replacing therewith the following:

"(p) Canadian Energy will ensure that the Information Circular provides Canadian Energy Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them;"

(p) by deleting Section 10.1(r) in its entirety and replacing therewith the following:

"(r) Canadian Energy will mail to the Canadian Energy Shareholders, the Canadian Energy Information Circular and other documentation required in connection with the Canadian Energy Meeting on or before September 24, 2012;"

(q) by deleting Section 10.5 in its entirety and replacing therewith the following:

"10.5 Each party acknowledges that the payment of the amount set out in Section 10.3 or Section 10.4, as applicable, is payment of liquidated damages which is a genuine pre-estimate of the damages which Standard Exploration or Canadian Energy, as applicable, will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement and is not a penalty. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, each party agrees that if the payment of any amounts pursuant to Section 10.3 and Section 10.4, as applicable, is made to such party, such payment is the sole monetary remedy of such party; provided, however, that this limitation shall not apply in the event of fraud or willful breach of this Agreement by the other party. For greater certainty, in no circumstances shall Canadian Energy be required to make more than one payment pursuant to Sections 10.3 and 10.4. Standard Exploration acknowledges and agrees that the Standard Exploration Break Fee shall not be payable in circumstances where the Arrangement is not approved by the Canadian Energy Shareholders at the Canadian Energy Meeting and none of the circumstances contemplated by Section 10.3 have occurred."

(r) by deleting Section 11.1(b) in its entirety and replacing therewith the following:

"(b) if the Arrangement is not approved by Canadian Energy Shareholders in accordance with the terms of the Interim Order and all Applicable Laws on or before October 19, 2012;"

(s) by deleting Section 11.2(a) in its entirety and replacing therewith the following:

"(a) if the Arrangement is not approved by Canadian Energy Shareholders in accordance with the terms of the Interim Order and all Applicable Laws on or before October 19, 2012;"

(t) by deleting Section 1.1(j) in Exhibit "A" in its entirety and replacing therewith the following:

"(j) "Canadian Energy Meeting" means the annual and special meeting of the Canadian Energy Shareholders to be called to, among other things, consider and, if thought fit, authorize, approve and adopt the Arrangement in accordance with the Interim Order, and any adjournment thereof;"

(u) by deleting Section 1.1(z) in Exhibit "A" in its entirety and replacing therewith the following:

"(z) "Information Circular" means the information circular and proxy statement of Canadian Energy to be mailed to Canadian Energy Shareholders in connection with the holding of the Canadian Energy Meeting;"

3. Confirmation of Arrangement Agreement

(a) The representations and warranties of each of the parties contained in the Arrangement Agreement, are restated as of the date of this Amending Agreement as if set out in full in this Amending Agreement.

(b) Except as expressly amended by this Amending Agreement, all of the other terms and provisions of the Arrangement Agreement shall be and continue to be in full force and effect. The Arrangement Agreement, as amended by this Amending Agreement, is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended.

4. General

(a) This Amending Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(b) Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Arrangement Agreement.

(c) The division of this Amending Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement. The terms “this Amending Agreement”, “hereof”, “hereunder” and similar expressions refer to this Amending Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

(d) The Parties shall execute, acknowledge and deliver such instruments and take such other actions as may be reasonably necessary to fulfil their respective obligations under this Amending Agreement.

(e) This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

In witness whereof, Standard Exploration and Canadian Energy have caused this Amending Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

STANDARD EXPLORATION LTD.

By: (signed) “*Ronald P. Wiebe*”

CANADIAN ENERGY EXPLORATION INC.

By: (signed) “*Larry B. Buzan*”