COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Agreement"), is entered into and made effective as of December 28, , 2012 (the "Effective Date"), by and between Wapiti Energy, LLC, a Texas limited liability company ("Seller"), with an address of 800 Gessner, Suite 1000, Houston, Texas 77024, and Argent Energy (US) Holdings Inc., a Delaware corporation, ("Buyer"), with an address of 650 N. Sam Houston Parkway East, Suite 500, Houston, Texas 77060. Buyer and Seller may be referred to herein, collectively, as the "Parties, "or individually, as a "Party."

In connection with the consummation of the transactions contemplated under that certain Purchase and Sale Agreement dated December 5, 2012 ("PSA") amongst the Parties, Seller assigned all of its right, title and interest in and to the Shallow Rights in certain leases therein described on Exhibit A attached hereto (each a "Lease" and collectively the "Leases") and all other right, title and interest of Seller in and to the lands described on Exhibit A attached hereto or described in any of the Leases or other instruments described on Exhibit A (the "Lands") to Buyer, and Seller retained the Deep Rights in the same Leases. "Shallow Rights" being rights from the surface to the top of the Deep Rights, and "Deep Rights" being rights below the Shallow Rights, all as further described on Exhibit B attached hereto.

The Parties intend to investigate, explore, drill for and produce oil and gas (including any other liquid and gaseous hydrocarbons) in the Leases and desire to conduct such operations in a manner that will not adversely affect the rights of the other Party under the Leases and pursuant to applicable law.

Agreement

For consideration of the execution and performance of the respective obligations of the Parties under the PSA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. *Grant of Access.*

(a) *Grant of Access*. To the extent within such Party's rights or control and not restricted by law, any Lease or any agreement or contract existing as of the Effective Date, each Party hereby grants, conveys, deeds, assigns and permits the other Party reasonable access to the surface of the Lands for the purpose of oil and gas exploration, production and development of such Party's interest in the Leases in accordance with the terms and conditions hereof. Such access shall include, without limitation, the right to construct, maintain and operate surface assets used in connection with the ownership and operation of the Shallow Rights and Deep Rights, respectively and rights of ingress and egress across the lands comprising the Lands for the purpose of drilling, exploring, completing, testing, constructing, maintaining and operating the Shallow Rights and Deep Rights, respectively. Each Party shall use reasonable efforts in good faith to accommodate the other Party's operations upon the Lands, and to conduct operations with due regard for the other Party's operations.

(b) *Coordination of Activities*. Buyer and Seller shall meet in person or via conference call annually or more frequently as may be agreed to by the Parties and use good faith efforts to discuss each of their current and anticipated plans and expenditures regarding the operation, maintenance and development of the surface assets in connection with the exploration, development and operation of the Shallow Rights, the Deep Rights or both, the anticipated dates, times and duration of such activities, and any actual or estimated surface damage payments related thereto. The Parties shall use commercially reasonable efforts to coordinate such activities in order maximize the efficient development, use and maintenance of the surface assets, and to minimize (i) Buyer's interference with the Seller's ownership or operation of the Deep Rights and (ii) Seller's interference with Buyer's ownership or operation of the Shallow Rights. At each meeting, each Party shall have the right to have non-party advisors present and to consult with and receive advice from such non-party advisors during each such meeting.

(c) *Standard of Care.* Each Party shall conduct its ownership and operation of the Leases, Lands and the surface assets in a reasonable, prudent manner, and in a good and workmanlike manner, in accordance with all applicable laws and good and prudent oilfield practice.

2. *Pass-thru Rights.*

(a) *Buyer's Operations*. Buyer shall have the right to conduct operations for wells to produce from the Shallow Rights in and under the Lands in accordance with the terms and conditions hereof. To facilitate well logging and activities related to the Shallow Rights and in accordance with the terms and conditions hereof, Buyer shall have the right to conduct operations through the Deep Rights including, without limitation, surface access, drilling, casing, cementing, producing and operating through the Shallow Rights; provided, however, Buyer is prohibited from producing oil, gas or other hydrocarbons from the Deep Rights that are not owned by Buyer. To the extent Seller conducts logging operations of the Deep Rights, Buyer shall promptly deliver to Seller copies of all logs from wells that penetrate the Deep Rights, as well as casing, cementing, perforating, stimulating and testing records, and a final completion report for such wells; provided, however, in no event shall the obligations of Buyer hereunder require or obligate Buyer to conduct any operations or run any log, or prepare any reports. Buyer shall conduct such operations in a manner reasonably calculated: (i) to isolate all zones within the Shallow Rights from migration or communication with any Deep Rights within the well; (ii) to prevent damage to, or drainage or migration from, the Deep Rights; and (iii) to prevent damage to Seller's surface facilities or other facilities, equipment and improvements.

(b) *Seller's Operations.* Seller shall have the right to conduct operations for wells to produce from the Deep Rights in and under the Lands in accordance with the terms and conditions hereof. In accordance with the terms and conditions hereof, Seller shall have the right to conduct operations through the Shallow Rights including, without limitation, surface access, drilling, casing, cementing, producing and operating through the Shallow Rights; provided, however, Seller is prohibited from producing oil, gas and other hydrocarbons from the Shallow Rights that are not owned by Seller. To the extent Seller conducts logging operations of the Shallow Rights, Seller shall promptly deliver to Buyer copies of all logs limited to the Shallow Rights from wells that penetrate the Shallow Rights, as well as casing, cementing, perforating, stimulating and testing records, and a final completion report for such wells; provided, however,

in no event shall the obligations of Seller hereunder require or obligate Seller to conduct any operations or run any log, or prepare any reports. Seller shall conduct such operations in a manner reasonably calculated: (i) to isolate all zones within the Deep Rights from migration or communication with any Shallow Rights zones within the well; (ii) to prevent damage to or drainage or migration from the Shallow Rights; and (iii) to prevent damage to Buyer's surface facilities or other facilities, equipment and improvements.

3. *Information*. With regard to all wells drilled by a Party within the Lands or the Leases, promptly upon completion of a well, such Party shall deliver, but only as the data pertains to the Shallow Rights if Seller is the Party drilling the well or as to the Deep Rights if Buyer is the Party drilling the well, the following information (subject to any third party restrictions on disclosure and confidentiality requirements existing as of the date hereof): daily drilling reports; core analysis reports and directional well survey reports for wells deviated in the depths that pertain to Shallow Rights or the deep rights, as applicable. The information described in this paragraph may be delivered to the other Party by email at the address set forth in paragraph 19.

4. *Pooling and Segregation.*

(a) Seller hereby agrees that as between the Parties Buyer shall have the sole and exclusive right, power and authority, from time to time, at any time, to space, pool, integrate, communitize and unitize the Shallow Rights with any other lands, and one or more other leases, in Buyer's sole and absolute discretion. Buyer hereby agrees that as between the Parties Seller shall have the sole and exclusive right, power and authority, from time to time, at any time, to space, pool, integrate, communitize and unitize the Deep Rights with other lands, and one or more other leases, in Seller's sole and absolute discretion. Notwithstanding any existing spacing, pooling, integration, communitization, operating and unit agreements, declarations or orders to the contrary, the Parties hereby agree (i) that Seller shall not be entitled to participate in any production of oil, gas or other hydrocarbons from the Shallow Rights to the extent conveyed to Buyer under the transaction contemplated under the PSA, and (ii) Buyer shall not be entitled to participate in any production of oil, gas or other hydrocarbons from the Deep Rights to the extent retained by Seller under the PSA.

(b) Upon receipt of a written request from Buyer, Seller shall amend any unitization, pooling and communitization agreements, declarations and orders, as may be necessary to allow for Buyer to pool its interests in the Shallow Rights. Seller shall execute, deliver, and record such amendment no later than thirty (30) days after receiving Buyer's request for such amendment.

5. *Delay Rentals.*

(a) Seller shall administer the payment of delay rentals required to perpetuate the Leases. Buyer shall pay Seller fifty percent (50%) of such delay rentals (proportionately reduced to Seller's ownership in the applicable Leases), on or before thirty (30) days after receipt of an invoice from Seller for such delay rentals. If Buyer fails to pay Seller such delay rentals within such time period, Seller shall deliver to Buyer written notice of default. If Buyer fails to cure such default on or before ten (10) days after receipt of such notice of default, Buyer shall be deemed conclusively to have assigned and relinquished to Seller all of Buyer's right, title and interest in and to the applicable Leases, and Buyer shall promptly execute, acknowledge and deliver to Seller recordable assignments of Buyer's interest in and to such Leases with a special warranty of title against liens, claims and encumbrances arising by, through or under Buyer, but not otherwise. If any Party (the "Releasing Party") elects to release, surrender or let expire any of the Leases, the Releasing Party shall deliver to the other Party written notice thereof on or before ninety (90) days prior to such release, surrender or expiration of the applicable Lease. The other Party shall have the right, but not the obligation, to elect by written notice delivered to the Releasing Party to acquire the Releasing Party's right, title and interest in and to the applicable Leases by written notice delivered to the Releasing Party on or before thirty (30) days after receipt of the Releasing Party's notice of the release of the applicable Leases. Upon receipt of such written notice, the Releasing Party shall promptly execute, acknowledge and deliver to the assuming Party recordable assignments of the Releasing Party's interest in and to the applicable Leases with a special warranty of title against liens, claims and encumbrances arising by, through or under the Releasing Party after the date such delay rentals are due and payable under the terms of the applicable Leases, but not otherwise.

(b) If Seller (as the "Rental Administrator") intends not to pay any delay rental due that would cause the expiration of any of the Leases, the Rental Administrator shall deliver to Buyer written notice thereof on or before the ninety (90) days prior to the rental paying date of the applicable Lease. Buyer shall have the right, but not the obligation, to elect by written notice delivered to the Rental Administrator to acquire the Rental Administrator's right, title and interest in and to the applicable Leases by written notice delivered to the Rental Administrator on or before thirty (30) days after receipt of the Rental Administrator's notice of intent not to pay a delay rental on the applicable Lease.

(c) Notwithstanding anything to the contrary herein, Seller shall not be liable to Buyer for any non-payment of delay rentals hereunder, except for any actual losses of Buyer due solely to Seller's gross negligence or willful misconduct.

(d) Lease Options. The Parties recognize that a portion of the Leases may contain express options allowing for the extension or renewal of said Leases. The payment of options to extend or renew any of the Leases (an "Option Payment") shall be handled as follows: If any Party (the "Extending Party") elects to exercise the option, no earlier than ninety (90) days prior to the date any Option Payment is due and payable under the terms of a Lease such Extending Party shall provide the other Party notice of said election accompanied by a statement of such other Party's fifty percent (50%) share of the Option Payment (the "Option Notice"). If the other Party either (i) fails to give its election to participate in the Option Payment within fifteen (15) business days of receipt of the Option Notice; or (ii) does not deliver payment of its fifty percent (50%) share of the Option Payment in full within (30) thirty days of the receipt of

the Option Notice then that Party shall (without any further notice or cure period as described in Section 16) be deemed conclusively to have assigned and relinquished to the Extending Party all of the other Party's right, title and interest in and to the applicable Leases (or portion thereof) that require such Option Payment in order to maintain the such Leases (or portions thereof) to the extent, and only to the extent, any such Leases will be maintained solely by the payment of such Option Payments, but not otherwise,, and the other Party shall promptly (being no longer than three (3) months after such election or deemed election not to pay its proportionate share of the Option Payment) execute, acknowledge and deliver to the Extending Party recordable assignments of the other Party's interest in and to such Leases (or portion thereof) maintained solely by the payment of such Option Payment, but not otherwise) with a special warranty of title against liens, claims and encumbrances arising by, through or under such Party after the date such Option Payments are due and payable under the terms of the applicable Leases, but not otherwise.

6. *Shut-in Payments.*

(a) Seller shall use its reasonable efforts in good faith to pay all shut-in payments due to lessor(s) for the extension of the term of any of the Leases or the Lands for any and all wells owned or operated by Seller on or producing from the Leases or the Lands. Buyer shall use its reasonable efforts in good faith to pay all shut-in payments due to lessor(s) for the extension of the term of any of the Leases or the Lands for wells owned or operated by Buyer on or producing from the Leases or the Lands. Notwithstanding anything to the contrary herein, no Party shall be liable to the other Party for any non-payment of shut-in payments hereunder, except to such Party's gross negligence or willful misconduct. If Seller and Buyer both own and operate shut-in wells on the Lands covered by a Lease, the Parties shall use their reasonable efforts in good faith to agree upon which Party (the "Payor") shall be responsible for the payment of the shut-in payments hereunder, and the other Party shall reimburse the Payor fifty percent (50%) of such shut-in payments (proportionately reduced to the Payor's ownership in the applicable leases), on or before thirty (30) days after receipt of an invoice from the Payor for such shut-in payments. If a Party fails to reimburse the Payor for such shut-in payments within such time period, the Payor shall deliver to such defaulting Party written notice of default. If the defaulting Party fails to cure such default on or before fifteen (15) days after receipt of such notice of default, such defaulting Party shall be deemed conclusively to have assigned and relinquished to the Payor all of such defaulting Party's right, title and interest in and to each applicable proration unit and Lease (or portions thereof) that will be maintained solely by payment of such shut-in royalties, and such defaulting Party shall promptly execute, acknowledge and deliver to the Payor recordable assignments of such defaulting Party's interest in and to such applicable proration units and Leases (or portions thereof) that will be maintained solely by payment of such shut-in royalties with a special warranty of title against liens, claims and encumbrances arising by, through or under such defaulting Party after the date such shut-in royalties are due and payable, but not otherwise. The Payor shall take all action necessary for the take-over of the well and the release of the other Party's existing bond for such well including, without limitation, posting all necessary bonds and security with the appropriate governmental agencies for the operation of such well. The Payor shall assume and bear all duties, obligations and liabilities arising in connection with or related to the plugging and abandonment of such well, and remediation of the surface in accordance with the applicable Leases, and all applicable laws, rules, regulations and orders.

(b) If a Party intends not to pay any shut-in payments due that would cause the expiration of any of the Leases, then such Party shall deliver to the other Party written notice thereof on or before ninety (90) days prior to the rental paying date of the applicable Lease. The other Party shall have the right, but not the obligation, to elect by written notice delivered to the relinquishing party to acquire the relinquishing party's right, title and interest in and to each applicable proration unit and Lease (or portions thereof) that will be maintained solely by payment of such shut-in royalties by written notice delivered to the relinquishing party on or before thirty (30) days after receipt of the relinquishing party's notice of intent not to pay shut-in payments on the applicable proration unit and Lease (or portions thereof) that will be maintained solely by payment of such shut-in royalties. Failure by a Party to validly elect to acquire such interests shall be deemed an election not to acquire such interests.

7. *Royalties*. Each Party shall use its reasonable efforts in good faith to promptly pay to the appropriate royalty owners all royalties on production attributable to their respective interests in the Leases, Lands and the wells located thereon or pooled therewith. If a Party fails to pay such royalties, the other Party shall have the right, but not the obligation, to pay such royalties and shall be subrogated to the rights of such royalty owners against such defaulting Party and/or such defaulting Party's interests in and to such Leases, Lands and wells. Upon the written request by a Party, the other Party shall promptly deliver to such requesting Party: (a) the method by which it calculates any royalty payments being made pursuant to the terms of the Leases; (b) any material change in such method of calculation; (c) any material change in the status of the production from the wells located on such Leases or Lands operated by such Party or any contract operator therefor; and (d) any material change in the status of the Leases or Lands held by production.

8. *Taxes*. Each of the Parties shall use their reasonable efforts in good faith to obtain separate assessments for their respective interests in and to the Leases and the Lands. Each of the Parties agrees to promptly and fully pay when due all taxes assessed against the Leases, the Lands, the facilities thereon, and the production therefrom. In the event the Parties' respective interests in the Leases and Lands are not separately assessed, the Parties shall use their reasonable efforts in good faith to agree upon a reasonable allocation of any assessment between the Parties' respective interests in the Leases and the Lands. If any Party fails to timely and fully pay when due all taxes assessed against its interest in the Leases and the Lands, the other Party shall have the right, but not the obligation, to pay such taxes and shall be subrogated to the rights of such taxing authority against the defaulting Party and/or such defaulting Party's interests in and to the Leases and the Lands.

9. *Cessation of Production*. With respect to each oil and gas well that holds, by production from the Shallow Rights or Deep Rights, as applicable, any portion of the Leases or the Lands ("Holding Well"), the Party owning such Holding Well shall, on or before thirty (30) days after the cessation of production from such Holding Well (but in any event immediately as soon as it affirmatively decides to cease such production or, to the extent such Holding Well is operated by a third party, such Party learns that such well has or will cease production), deliver to the other Party written notice of such planned cessation or cessation. Such operator shall not be liable to the other Party for any failure to deliver any notice under this paragraph, except to the extent of such operator's gross negligence or willful misconduct. In addition, neither Party

will have any liability to the other Party for failure to maintain commercial production from any Holding Well.

10. *Well Take-over*. On or before ninety (90) days prior to the plugging and abandonment of a well located on the Leases or the Lands, the Party, if applicable, owning such well shall deliver to the other Party written notice thereof; provided, however, that such Party shall not be liable to the other Party for any failure to deliver such notice hereunder, except to the extent of such Party's gross negligence or willful misconduct. The other Party shall have the right, but not the obligation to elect to take-over such well by written notice delivered to the operator on or before thirty (30) days after receipt of such notice of plugging and abandonment. If a Party fails to deliver written notice of an election to take-over a well hereunder, such Party shall be deemed conclusively to have elected not to take-over the well hereunder. If a Party elects to take-over the well hereunder (the "Take-over Party"), the other Party shall promptly assign to the Take-over Party all of such Party's right, title and interest in and to such well and the Leases and Lands included in the proration unit ascribed thereto by promptly executing, acknowledging and delivering to the Take-over Party recordable assignments of such Party's interest in and to such applicable well and the proration unit, Leases and Lands (or portions thereof) ascribed thereto with a special warranty of title against liens, claims and encumbrances arising by, through or under such defaulting Party after the date of such election to plug and abandon such well, but not otherwise. The Take-over Party shall take all action necessary for the take-over of the well and the release of the operator's existing bond for such well including, without limitation, posting all necessary bonds and security with the appropriate governmental agencies for the operation of such well. The Take-over Party shall assume and bear all duties, obligations and liabilities arising in connection with or related to the plugging and abandonment of such well, and remediation of the surface in accordance with the applicable Leases, and all applicable laws, rules, regulations and orders. Failure by a Party to validly elect to acquire such interests shall be deemed an election not to acquire such interests.

11. *Existing Facilities*. Each Party agrees to use its reasonable efforts in good faith to make reasonable accommodation for the other Party's use of the surface of the Lands and use of related compression, production, gathering and processing facilities for oil and gas operations hereunder. The Parties agree to discuss and use good faith efforts as to the joint use, maintenance, repair, improvement, and removal of all existing well sites, roads, field office, pipe yard, power lines, easements and rights-of-way located upon the Lands, and of the production facilities, including, but not limited to any high pressure gas systems, low pressure gas systems, gas compression, gas dehydration, JT/skid propane sales, produced water gathering systems, salt water disposal wells, and related equipment and facilities, fuel gas system and gas sales taps, for the benefit of oil and gas operations hereunder (collectively, the "Existing Facilities"), with the express agreement that Seller is hereby issued a personal license such that upon thirty (30) days prior written notice to Buyer, the Seller shall have the right to use the Existing Facilities solely with respect to the production from the Deep Rights to the extent, and only to the extent, that the Buyer, any other joint owners of the Existing Facilities and the other joint owners, partners, co-tenants, lessors, royalty owners and similar interest owners of the Shallow Rights (collectively, the "Shallow Group") are not using the capacity of the Existing Facilities or are reasonably likely to use the capacity of the Existing Facilities in the one hundred and twenty (120) day period after receipt of Buyer's written notice to use such capacity. Seller's rights to use any of the Existing Facilities shall automatically expire and terminate be suspended upon ninety (90) days prior

written notice to Seller from any member of the Shallow Group; provided, however, any such expiration, termination and suspension shall be effective only to the extent, and only as long as, any member of the Shallow Group requires the use of the capacity of such Existing Facilities. Notwithstanding anything herein to the contrary but subject to the limitations set forth in the immediately preceding sentence the members of the Shallow Group shall have dedicated uninterruptible first priority rights to the use of the Existing Facilities. With respect to Seller's exercise of its license to use of any of the Existing Facilities, prior to any actual joint use, the Parties shall also agree in good faith as to the apportionment of the cost and expense (including reasonable overhead reimbursement) for the use, maintenance, insurance, repair, improvement and removal of Existing Facilities in accordance with a mutually acceptable allocation based upon their respective use of such jointly-used Existing Facilities as measured by each Party's relative throughput volume of production of hydrocarbons, or with respect to water disposal, volumes of water. Each Party agrees that to prevent waste, and to promote conservation and efficient operations for the production of oil and gas from the Leases, such Party shall consider the economics and efficiency that might be gained in the sharing of such facilities when making a decision regarding the joint use of Existing Facilities and any reimbursement to the other Party therefor. Notwithstanding anything herein to the contrary, it is understood and agreed that pursuant to the PSA Buyer has acquired all right, title and interest of Seller in and to all compression, production, gathering and processing facilities located on the surface of the Lands and Leases and as of the date hereof Seller holds no interest in any Existing Facilities located on or used in connection with the Leases or the Lands. The rights and obligations of the Parties under this Section 11 shall automatically terminate and expire on the date ten (10) years after the date hereof.

12. *New Facilities*. Any Party may propose, by written notice delivered to the other Party, the construction of new facilities for oil and gas operations upon the Lands including, without limitation, well sites, roads, fences, gates, power lines, processing or compression facilities or equipment, pipelines, buildings, and other facilities, structures and improvements. The Parties shall discuss the allocation of the cost and expense for the construction, use and maintenance of such facilities. If the Parties are unable to reach a definitive written agreement upon such allocation on or before thirty (30) days after receipt of such notice by the non-proposing Party, the proposing Party may construct such facilities, at the proposing Party’s sole cost and expense, and the other Party shall not be entitled to use such facilities without the prior written agreement of the proposing Party, which agreement may be withheld in the sole and absolute discretion of the proposing Party. Each Party agrees that to prevent waste, and to promote conservation and efficient operations for the production of oil and gas from the Leases, it shall consider the economics and efficiency that might be gained in the sharing of such facilities when making a decision regarding the joint construction of New Facilities. The rights and obligations of the Parties under this Section 12 shall automatically terminate and expire on the date ten (10) years after the date hereof.

13. *Compliance*. Each Party shall be authorized to do business in the State of Texas and shall comply, and shall cause each of its partners, joint owners and each of their respective Affiliates, employees, contract operators, contractors, subcontractors, agents, agents, invitees and representatives to comply, with the terms of this Agreement, the Leases, the Lands (including all surface rights or other agreements comprising the Leases and the Lands) and all applicable laws, rules, regulations and orders related to oil and gas operations upon the Leases and Lands

including, without limitation, all oil and gas, and environmental laws. For purposes of this Agreement, "Affiliate" means with respect to any individual corporation, partnership, limited liability company, trust, estate or any other entity ("Person"), any Person that directly or indirectly controls, is controlled by or is under common control with such Person, with control in such context meaning the ability to direct the management or policies of a Person through ownership of voting shares or other securities, pursuant to a written agreement, or otherwise. Each Party, or its designated contract operator or Affiliate operator that is operator of record with the Texas Railroad Commission, shall be properly licensed and bonded, and shall obtain and maintain all applicable permits required by applicable laws to own and operate the Shallow Rights and Deep Rights, as applicable.

14. *Indemnification.*

(a) *Buyer's Indemnity*. Buyer hereby agrees to indemnify, defend and hold harmless Seller, and Seller's partners, joint owners and each of their respective Affiliates, employees, contract operators, contractors, subcontractors, agents, agents, invitees and representatives ("Seller Parties"), from and against any and all claims, causes of action, demands, judgments, awards, damages, penalties, settlements, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees (collectively "Losses") incurred by Seller arising in connection with or related to (i) Buyer's breach of this Agreement and (ii) Buyer's, Buyer's partners, joint owners and each of their respective Affiliates, employees, contract operators, contractors, subcontractors, agents, agents, invitees and representatives ("Buyer Parties") ownership and operations of the Shallow Rights upon the Lands and the Leases ("Buyer's Operations") (including, without limitation, death, personal injury, property damage or environmental contamination) but only to the extent caused by Buyer's Operations.

(b) *Seller's Indemnity*. Seller hereby agrees to indemnify, defend and hold harmless Buyer, and Buyer's officers, directors, shareholder, members, managers, employees and agents, from and against any and all Losses incurred by Buyer Parties arising in connection with or related to (i) Seller's breach of this Agreement and (ii) any Seller Party's ownership and operations of the Deep Rights upon the Lands and the Leases ("Seller's Operations") (including, without limitation, death, personal injury, property damage or environmental contamination) but only to the extent caused by Seller's Operations

(c) *Intent* It is the intent of the Parties that if more than one Party or person is the cause of any of the losses, the liability for said losses shall be apportioned based on the fault of each Party or person.

(d) *Administration of Claims* All claims for indemnification under Section 14 shall be asserted and resolved as follows:

(i) For purposes of this Section 14, the term "Indemnifying Party" when used in connection with particular liabilities shall mean the Person(s) having an obligation to indemnify another Person(s) with respect to such liabilities pursuant to this Section 14, and the term "Indemnified Person" when used in connection with particular Losses shall mean a Person(s) having the right to be indemnified with respect to such Damages pursuant to this Section 14.

(ii) To make claim for indemnification under this Section 14, an Indemnified Person shall notify the Indemnifying Party of its claim, including the specific details of and specific basis under this Agreement for its claim (the "Claim Notice").

(iii) In the event that any claim for indemnification set forth in any Claim Notice is based upon a claim by a Third Party against the Indemnified Person (a "Third Party Claim"), the Indemnified Person shall provide its Claim Notice promptly after the Indemnified Person has actual knowledge of the Third Party Claim and shall enclose a copy of all papers (if any) served with respect to the Third Party Claim; provided that the failure of any Indemnified Person to give notice of an Third Party Claim as provided in this Section 14(d) shall not relieve the Indemnifying Party of its obligations under this Section 14 except to the extent such failure results in insufficient time being available to permit the Indemnifying Party to effectively defend against the Third Party Claim or otherwise prejudices the Indemnifying Party's ability to defend against the Third Party Claim. In the case of a claim for indemnification based upon an Third Party Claim, the Indemnifying Party shall have thirty (30) days from its receipt of the Claim Notice to notify the Indemnified Person whether it admits or denies its obligation to defend the Indemnified Person against such Third Party Claim under this Section 14. The Indemnified Person is authorized, prior to and during such thirty (30) day period, to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Party and that is not prejudicial to the Indemnifying Party. If the Indemnifying Party fails to notify the Indemnified Person within such thirty (30) day period regarding whether the Indemnifying Party admits or denies its obligation to defend the Indemnified Person, then until such date as the Indemnifying Party admits or it is finally determined by an non-appealable judgment that such obligation exists, the Indemnified Person may file any motion, answer or other pleading, settle any Third Party Claim or take any other action that the Indemnified Person deems necessary or appropriate to protect its interest, regardless of whether the Indemnifying Party is prejudiced or adversely impacted by any such actions. If the Indemnifying Party admits its indemnity obligations under this Section 14 with respect to any Third Party Claim, then such Indemnifying Party shall have (1) the right and obligation to diligently prosecute and control the defense, at its sole cost and expense, the Third Party Claim and (2) have full control of such defense and proceedings, including any compromise or settlement thereof unless the compromise or settlement includes the payment of any amount by, the performance of any obligation by, or the limitation of any right or benefit of, the Indemnifying Party, in which event such settlement or compromise shall not be effective without the consent of the Indemnified Person, which shall not be unreasonably withheld or delayed. Indemnifying Party, if requested by the Indemnifying Party, the Indemnified Person agrees at the cost and expense of the Indemnifying Party to cooperate in contesting any Third Party Claim which the Indemnifying Party elects to contest; provided, however, that the Indemnified Person shall not be required to bring any counterclaim or cross-complaint against any Person. The Indemnified Person may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this Section 14(d) provided that the Indemnified Person may file initial pleadings as described above if required by court or procedural rules to do so within the thirty (30) day period described above. An Indemnifying Party shall not, without the written consent of the Indemnified Person, settle any Third Party Claim or consent to the entry of any judgment with respect thereto that (A) does not result in a final resolution of the Indemnified Person's liability with respect to the Third Party Claim (including, in the case of a settlement, an unconditional written release of the

Indemnified Person from all further liability in respect of such Third Party Claim) or (B) may materially and adversely affect the Indemnified Person (other than as a result of money damages covered by the indemnity). If the Indemnifying Party does not admit its obligation or admits its obligation but fails to diligently defend or settle the Third Party Claim, then the Indemnified Person shall have the right, but not the obligation, to defend and control the defense against the Third Party Claim (at the sole cost and expense of the Indemnifying Party, if the Indemnified Person is entitled to indemnification hereunder), with counsel of the Indemnified Person's choosing, subject to the right of the Indemnifying Party to admit its obligation to indemnify the Indemnified Person and assume the defense of the Third Party Claim at any time prior to settlement or final determination thereof. If the Indemnifying Party has not yet admitted its obligation to indemnify the Indemnified Person, the Indemnified Person shall send written notice to the Indemnifying Party of any proposed settlement and the Indemnifying Party shall have the option for ten (10) days following receipt of such notice to (i) admit in writing its obligation for indemnification with respect to such Third Party Claim and (ii) if its obligation is so admitted, assume the defense of the Third Party Claim, including the power to reject the proposed settlement. If the Indemnified Person settles any Third Party Claim over the objection of the Indemnifying Party after the Indemnifying Party has timely admitted its obligation for indemnification in writing and assumed the defense of the Third Party Claim, the Indemnified Person shall be deemed to have waived any right to indemnity with respect to the Third Party Claim.

(ii) In the case of a claim for indemnification not based upon an Third Party Claim, (a "Direct Claim") will be asserted by giving the Indemnifying Party reasonably prompt Claim Notice thereof, but in any event not later than thirty (30) days after the Indemnified Person becomes aware of the events that gave rise to such Direct Claim. Such Claim Notice by the Indemnified Person will describe the Direct Claim in reasonable detail, will include copies of all available material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of Losses that have been or may be sustained by the Indemnified Person. The Indemnifying Party shall have thirty (60) days from its receipt of the Claim Notice to (A) cure the Losses complained of, (B) admit its obligation to provide indemnification with respect to such Losses or (C) dispute the claim for such Losses. If the Indemnifying Party does not notify the Indemnified Person within such sixty (60) day period that it has cured the Losses or that it disputes the claim for such Losses, the Indemnifying Party shall be conclusively deemed obligated to provide indemnification hereunder with respect to such Direct Claim.

15. *Insurance.*

(a) *Buyer's Insurance*. Buyer shall obtain and maintain insurance for operations conducted on the lands which includes the following: (i) commercial (or comprehensive) general liability and property damage insurance with respect to operations conducted on the Lands, which insurance shall have a limit of not less than $2,000,000 per occurrence for bodily injury and property damage; (ii) worker's compensation insurance as contemplated and required by the laws of the state in which operations will be conducted; (iii) employer's liability insurance with a single limit of not less than $1,000,000; (iv) automobile public liability insurance covering all automotive equipment used under this Agreement with limits of not less than $1,000,000 for bodily injury for each person and $1,000,000 for each

occurrence and $1,000,000 for each occurrence for property damage; (v) operators extra expense policy with limits of not less than $2,000,000 per occurrence covering all loss of well control, explosions, fire and cratering, including expenses of cleanup, containment, seepage, pollution or contamination (such insurance shall also cover redrilling expenses and provide coverage for property in their care, custody and control); (vi) excess umbrella liability insurance in the amount of $10,000,000 in excess of all primary limits listed in (i), (iii) and (iv) above; and (vii) pollution liability insurance in the amount of $2,000,000 (collectively the "Buyer Insurance Policies").

In addition, the Buyer Insurance Policies shall: (i) name Seller as additional insured (except with respect to worker's compensation insurance) insofar as they apply to the lands and leases covered by this Agreement; (ii) contain a provision pursuant to which the insurer agrees not to cancel or modify the insurance coverage without thirty (30) days prior written notice to Seller; and (iii) contain waivers of subrogation of any rights or claims which Buyer or it's contractors or subcontractors may have against the Seller, and shall cover all contractual liability assumed by Buyer hereunder. Buyer will require each of its contractors and subcontractors to obtain and maintain coverage equivalent to the Buyer Insurance Policies insofar as the work of the contractors and subcontractors apply to the lands and leases covered in this Agreement. All insurance coverages carried by Buyer and its contractors and subcontractors shall be primary to any insurance of Seller and no "other insurance" provision shall be applicable to Seller by virtue of having been named an additional insured under any policy of insurance. Any "Sue or Labor" provisions in the Buyer Insurance Policies in which Seller is named an additional insured shall not apply to Seller or its parent or any of its Affiliates or subsidiary companies. The minimum insurance requirements above may be met by a combination of primary and excess insurance policies. Prior to any exercise of the rights granted hereby, Buyer shall furnish Seller with certificates of insurance reflecting the Buyer Insurance Policies.

(b) *Seller's Insurance.* Seller shall obtain and maintain insurance for operations conducted on the lands which includes the following: (i) commercial (or comprehensive) general liability and property damage insurance with respect to operations conducted on the Lands, which insurance shall have a limit of not less than $2,000,000 per occurrence for bodily injury and property damage; (ii) worker's compensation insurance as contemplated and required by the laws of the state in which operations will be conducted; (iii) employer's liability insurance with a single limit of not less than $1,000,000; (iv) automobile public liability insurance covering all automotive equipment used under this Agreement with limits of not less than $1,000,000 for bodily injury for each person and $1,000,000 for each occurrence and $1,000,000 for each occurrence for property damage; (v) operators extra expense policy with limits of not less than $2,000,000 per occurrence covering all loss of well control, explosions, fire and cratering, including expenses of cleanup, containment, seepage, pollution or contamination (such insurance shall also cover redrilling expenses and provide coverage for property in their care, custody and control); (vi) excess umbrella liability insurance in the amount of $10,000,000 in excess of all primary limits listed in (i), (iii) and (iv) above; and (vii) pollution liability insurance in the amount of $2,000,000 (collectively the "Seller Insurance Policies").

In addition, the Seller Insurance Policies shall: (i) name Buyer as additional insured (except with respect to worker's compensation insurance) insofar as they apply to the lands and leases covered by this Agreement; (ii) contain a provision pursuant to which the insurer agrees not to cancel or modify the insurance coverage without thirty (30) days prior written notice to

Buyer; and (iii) contain waivers of subrogation of any rights or claims which Seller or it's contractors or subcontractors may have against Buyer, and shall cover all contractual liability assumed by Seller hereunder. Seller will require each of its contractors and subcontractors to obtain and maintain coverage equivalent to the Seller Insurance Policies insofar as the work of the contractors and subcontractors apply to the lands and leases covered in this Agreement. All insurance coverages carried by Seller and its contractors and subcontractors shall be primary to any insurance of Buyer and no "other insurance" provision shall be applicable to Buyer by virtue of having been named an additional insured under any policy of insurance. Any "Sue or Labor" provisions in the Seller Insurance Policies in which Buyer is named an additional insured shall not apply to Buyer or its parent or any of its Affiliates or subsidiary companies. The minimum insurance requirements above may be met by a combination of primary and excess insurance policies. Prior to any exercise of the rights granted hereby, Seller shall furnish Buyer with certificates of insurance reflecting the Seller Insurance Policies.

(c) *Other Requirements*. All insurers must be licensed to do business in the State of Texas and shall be rated "A-" or higher under the most current edition of A.M. Best's Key Rating Guide, a Lloyds of London underwriter, or otherwise approved by the Party hereto who constitutes the additional insured. Each Party hereto shall provide the other with a copy of the required policies or, at the option of the Party who constitutes the additional insured, a certificate evidencing the required coverage before the date of this Agreement and, thereafter, at least thirty (30) days before the expiration of each policy.

16. *Breach*. In the event of a breach of the terms and conditions of this Agreement by a Party (the "Breaching Party"), the other Party (the "Non-breaching Party") shall notify the Breaching Party of such default and provide the Breaching Party a reasonable opportunity to cure. If the Breaching Party does not cure the default on or before thirty (30) days after receipt of such notice, the Non-breaching Party shall be entitled to all remedies available at law or equity, including specific performance; provided, however, in no event shall this Agreement be terminated. The Parties hereby agree that no Party shall be liable to the other Party for any failure to deliver any notice required hereunder except to the extent that such failure to deliver any notice was a result of gross negligence or willful misconduct of such breaching Party.

17. *Force Majeure*. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than any obligation to make money payments or provide indemnification, such Party shall promptly deliver to the other Party written notice of the Force Majeure with reasonably full particulars concerning the event of Force Majeure, and thereupon, the obligations of such Party, so far as they are affected by the Force Majeure, shall be suspended during the continuance of the Force Majeure. Such Party shall use its reasonable efforts in good faith to promptly remove the Force Majeure; provided, however, such requirement does not require the settlement of litigation or the settlement of strikes, lockouts, or other labor difficulty by the Party involved, contrary to its wishes; how all such difficulties are handled will be entirely within the discretion of the Party concerned. For purposes of this Agreement, "Force Majeure" means an event which is not reasonably within the control of the Party claiming suspension hereunder. Without limiting the foregoing, "Force Majeure" shall include the following: (a) an act of God, strike, lockout or other industrial disturbance, act of public enemy, terrorism, war, blockade, public riot, lightning, fire, storm, flood, explosion, government prohibition; (b) the inability to obtain on commercially reasonable

terms access to surface locations to drill wells; (c) inability to obtain on commercially reasonable terms in a timely manner labor, services, materials and equipment, including rigs and completion crews, in good and operable working condition and suitable for the operations contemplated by this Agreement; (d) inability to secure required permits, approvals, consents, rights of access or easements from a Governmental Authority to the extent such inability is not attributable to any action, inaction, delay, fault or failure to diligently pursue such permits, approvals, consents, rights of access or easements on the part of the Party claiming Force Majeure; and (e) governmental restraint imposed or caused by federal, state, county or municipal law, or by any rule, regulation, ordinance or order of or delay or failure to act by a federal, state, county, municipal or other government agency to the extent such restraint is not attributable to any direct action, inaction, delay, fault or failure on the part of the Party claiming Force Majeure.

18. *Confidentiality*. Buyer shall keep and shall cause its Affiliates and its and their respective members, managers, officers, employees agents and representatives to keep all information and data not relating to the Shallow Rights and all records reports, information and data related thereto that Buyer may have obtained or will obtain after the date hereof in strict confidence and shall not use or disclose such information to any Person except to its attorneys and to the extent such disclosure is required by applicable law or to the extent that such records or information is otherwise publicly available, except as a result of the breach hereof by Buyer. Seller shall keep, and shall cause its Affiliates and its and their respective members, managers, officers, employees, agents and representatives to keep, confidential the terms of this Agreement and each other agreement, instrument or document executed or to be executed in connection with the transactions contemplated hereby and thereby and all records, reports, information and data relating to the Shallow Rights and shall not use or disclose such information to any Person except to its attorneys, to the extent such disclosure is required by applicable law or to the extent such records and information is otherwise publically available.

19. *Notices.* All communications required or permitted under this Agreement shall be in writing and shall be deemed made when actually received, or if mailed by registered or certified mail or Federal Express, postage or fees prepaid, addressed as set forth below, shall be deemed made three (3) days after such mailing. Either Party may, by written notice to the other, change the address for mailing such notices or add an address for a contract operator. Faxes and any other electronic notices may be sent for convenience but must be followed up with a physical mailing.

To Seller:	Wapiti Energy, LLC 800 Gessner, Suite 1000 Houston, Texas 77024 Attn: Bart Agee Phone: **[REDACTED: PERSONAL CONTACT INFORMATION]** Fax: **[REDACTED: PERSONAL CONTACT INFORMATION]** Email: **[REDACTED: PERSONAL CONTACT INFORMATION]**
To Buyer:	Argent Energy (US) Holdings, Inc.,

650 N. Sam Houston Parkway East
Suite 500
Houston, Texas 77060
Attn: John T. Elzner
Phone: **[REDACTED: PERSONAL CONTACT INFORMATION]**
Fax: **[REDACTED: PERSONAL CONTACT INFORMATION]**
Email: **[REDACTED: PERSONAL CONTACT INFORMATION]**

20. *Relationship*. It is not the intention of the Parties to create a partnership, joint venture, mining partnership or association; and neither this Agreement nor the operations hereunder shall be construed as creating such a relationship. The liability of the Parties shall be several and separate, and not joint or collective, and each Party shall be responsible for its obligations only. Nothing contained herein shall be construed to constitute any Party to be the partner, representative or agent of the other Party. The Parties expressly disclaim and waive any and all fiduciary duties as to the relationships of the Parties hereunder. The Parties may perform in whole or in part their obligations and duties under this Agreement through the use of a contract operator. The Parties hereby elect not to be treated as partners for federal income tax purposes and agree to make such election and take such actions as are necessary or appropriate to effectuate such election, including elections to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986 (as amended, the "Code") as permitted and authorized by the Code and the regulations promulgated thereunder, and similar provisions of applicable state laws.

21. *Exhibits*. All exhibits attached to this Agreement are hereby incorporated by reference herein and made a part hereof for all purposes as if set forth in their entirety herein.

22. *Entire Agreement*. This Agreement, the exhibits hereto shall constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the Leases and the Lands. In the event of a conflict between this Agreement and the PSA, the terms and conditions of this Agreement shall govern and prevail; provided, however, notwithstanding anything herein to the contrary, the rights granted in this Agreement shall be subject to any and all agreements, contracts, limitations, obligations, burdens, encumbrances, restrictions binding on Buyer the Leases, the Lands or the Existing Facilities in existence on or prior to the date hereof ("Existing Burdens") and to the extent of any conflict between any the terms of this Agreement and any such Existing Burdens, the terms of such Existing Burdens shall govern and prevail.

23. *Amendment and Waiver*. This Agreement may not be altered or amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the Party or Parties to be charged with such amendment or waiver.

24. *Severability*. If one or more of the provisions of this Agreement are deemed by a court of competent jurisdiction to be unenforceable, in whole or in part, the scope of such provisions shall be reduced to the extent necessary to make them enforceable (or, if such reduction is not possible for any reason, such provisions shall be severed from this Agreement entirely) without effect upon the balance of this Agreement.

25. *Assignment*. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns as provided in this paragraph. Each Party shall give notice to the other of any assignment or delegation, or contract to assign or delegate, any of its rights, interests, duties or obligations under this Agreement; provided, however, that from and after the execution of such assignment, the assignor shall not remain liable to the other Party for all future duties, obligations, indemnities and liabilities hereunder. In addition, the Parties acknowledge and agree that a Party may transfer its interest in a portion, but less than all, of the Leases and Lands and in such event, (a) such assigning Party's obligations and rights under this Agreement shall cease as to the Leases and Lands so assigned but shall remain in full force and effect with respect to the assigning Party's interest in the Leases and Lands retained (b) and the assignee of such portion of the Leases and Lands shall be deemed to have received an assignment of the assignor's rights and obligations hereunder to the extent related to such assigned portion of the Leases and Lands. Notwithstanding anything herein to the contrary, (i) Seller shall not assign any of its rights or obligations under Section 11 without the prior written consent of Buyer and (ii) no Party shall assign any of its rights or obligations under Section 12 without the prior written consent of the other Party.

26. *Covenants*. Except for the terms, conditions and covenants set forth in Section 11 and Section 12, this Agreement and the terms, conditions and covenants herein shall be deemed to be covenants running with the Leases and Lands, and a burden upon each Party's and its respective successors' and assigns' interest in the Leases and Lands, for the benefit of the other Party's and its respective successors' and assigns' interests in the Leases and Lands. Notwithstanding anything herein to the contrary, Section 11 and Section 12 shall be personal contractual rights and obligations of Seller and Buyer and shall not constitute covenants running with the Leases and the Lands.

27. *Rule Against Perpetuities*. It is not the intent of the Parties that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and this Agreement shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the Parties. However, if any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the extent such maximum period is permitted to be determined by reference to "lives in being," the Parties agree that "lives in being" shall refer to the lifetime of the last to die of the now living lineal descendants of George W. Bush (the 43rd Presidents of the United States of America).

28. *Governing Law*. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS,

WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

29. *Waiver of Jury Trial*. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

30. *Third Parties*. The Agreement shall not confer any rights, benefits or remedies to any person or entity not a Party hereto.

31. *No Merger*. None of the terms and conditions of this Agreement shall be deemed to have merged with any assignments or other instruments executed after the Effective Date.

32. *Headings*. The headings of the articles and sections of this Agreement are for convenience and shall not limit or otherwise affect any of the other provisions of this Agreement. References in this Agreement to articles, paragraphs, sections, subsections and exhibits shall be deemed to refer to articles, paragraphs, sections and subsections of and exhibits to this Agreement except as provided otherwise in this Agreement.

33. *Interpretation*. The Parties acknowledge that they and their respective counsel have negotiated and drafted this Agreement together, and agree that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement.

34. *No Consequential Damages*. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE ENTITLED TO CLAIM OR RECOVER FROM ANY OTHER PARTY, AND EACH PARTY HEREBY DISCLAIMS, RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST SALES, PROFITS, REVENUES, INCOME, PRODUCTION OR RESERVES), EXCEPT WITH RESPECT TO INDEMNIFICATION OF ACTUAL THIRD PARTY LOSSES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY FINAL AND NON-APPEALABLE JUDGMENT OR AWARD. The Parties acknowledge that the waivers and indemnities set forth herein constitute a specifically bargained for allocation of risk among the Parties, which the Parties agree and acknowledge satisfies the express negligence rule and conspicuousness requirement under Texas law.

35. *Timing*. Time is of the essence of each and every one of the terms and conditions of this Agreement.

36. *Further Assurances*. The Parties agree to execute, acknowledge and deliver all instruments, agreements or other documents, and take all action which may be necessary or advisable to consummate the transactions contemplated by this Agreement.

37. *Counterparts*. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one agreement. This Agreement may be executed by telefax, pdf or other electronic signatures.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow]

EXECUTED effective for all purposes as of the Effective Date.

BUYER

ARGENT ENERGY (US) HOLDINGS, INC.

By: (signed) "*John T. Elzner*"
Name: John T. Elzner
Title: Senior Vice President

SELLER

WAPITI ENERGY, LLC

By: (signed) "*Bart Agee*"
Name: Bart Agee
Title: President & CEO

Exhibit A

Leases and Lands

[REDACTED: COMMERCIALLY SENSITIVE INFORMATION]

Exhibit B

Deep Rights

[REDACTED: COMMERCIALLY SENSITIVE INFORMATION]