

**SECOND AMENDING AGREEMENT
TO THE ARGENT ENERGY (US) HOLDINGS INC.
AMENDED AND RESTATED CREDIT AGREEMENT DATED OCTOBER 25, 2012**

THIS SECOND AMENDING AGREEMENT is made effective as of May 14, 2013,

AMONG:

ARGENT ENERGY (US) HOLDINGS INC.,
(as Borrower)

- and -

**THE BANK OF NOVA SCOTIA, CANADIAN IMPERIAL BANK OF COMMERCE,
ROYAL BANK OF CANADA, WELLS FARGO BANK, N.A., CANADIAN BRANCH**
and each such other financial institution which becomes a signatory hereto
(hereinafter referred to collectively as the "**Lenders**" and individually, a "**Lender**")

- and -

THE BANK OF NOVA SCOTIA,
(as Sole Lead Arranger, Sole Bookrunner, Syndication Agent
and Administration Agent for the Lenders)

PREAMBLE:

- A. Pursuant to the Amended and Restated Credit Agreement dated October 25, 2012 among Argent Energy (US) Holdings Inc., as borrower (the "**Borrower**"), The Bank of Nova Scotia ("**BNS**"), Canadian Imperial Bank of Commerce, Royal Bank of Canada and such other financial institutions which become party thereto, as lenders ("**Amended and Restated Credit Agreement**"), as amended by a first amending agreement made as of December 28, 2012 (the "**First Amendment**") (the Amended and Restated Credit Agreement as amended by the First Amendment referred to herein as the "**Credit Agreement**"), the Lenders agreed to provide to the Borrower the Facilities.
- B. 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 is hereby acknowledged between the parties, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Second Amending Agreement will, including in the recitals hereto, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement.

2. **Amendment Date.** The amendments contained herein shall be effective as of the date of this Second Amending Agreement (the "**Second Amendment Date**").
3. **Amendments and Supplements to the Credit Agreement.** Effective as of the Second Amendment Date and upon the satisfaction of the conditions precedent set forth in paragraph 6 below, the Credit Agreement is amended as follows:
 - (a) The reference to "\$95,000,000" in Section 3.5(a) of the Credit Agreement is hereby deleted and replaced with "\$115,000,000"; and
 - (b) Schedule "A" of the Credit Agreement is hereby deleted in its entirety and replaced with the attached Exhibit 1 hereto.
4. **Fees.** The Borrower agrees to pay to the Agent, in its own capacity and on behalf of the Lenders, [REDACTED] basis points for any new commitments or increase in a Lender's current commitment amounts under the Credit Agreement (collectively, the "**Fees**").
5. **Outstanding Bankers' Acceptances.** The parties hereby acknowledge that, on the date hereof, Bankers' Acceptances having terms to maturity ending after the date hereof are outstanding (the "**Outstanding BAs**"). Notwithstanding any provision of this Second Amending Agreement to the contrary, the Lenders who are increasing their respective Commitments shall not (only with respect to the increased amount of their respective Commitments) have any right, title, benefit or interest in or to any Outstanding BAs nor any obligation or liability to the other Lenders in respect thereof, it being acknowledged and agreed by the parties hereto that any obligation of the Borrower to pay or reimburse the Lenders in respect of the Outstanding BAs is solely a risk and for the account of the Lenders based upon the Lender's Proportion of Bankers' Acceptances as in effect prior to and without regard to the provisions of this Agreement.
6. **Conditions Precedent.** This Second Amending Agreement shall become effective upon each of the following conditions precedent being performed to the satisfaction of the Agent and Lenders or waived by the Agent and Lenders:
 - (a) the Borrower delivers or causes to be delivered to the Agent and Lenders the following items:
 - (i) a fully executed copy of this Second Amending Agreement;
 - (ii) a certificate of status, certificate of good standing or similar document in respect of the Borrower and each other Loan Party issued under the laws of each jurisdiction where such Loan Party is registered to carry on business;
 - (iii) an officer's certificate of each Loan Party attaching thereto its constating documents and bylaws and other governing documents, any authorizing resolutions, and an incumbency certificate;

- (iv) a certificate of the Borrower certifying as to the matters set forth in Sections 8.1(b) and 8.1(c) of the Credit Agreement;
- (v) a confirmation of guarantee and security from each Loan Party that has previously executed and delivered the Security pursuant to the Credit Agreement;
- (vi) an opinion of Bennett Jones LLP, Canadian counsel to the Loan Parties, addressed to the Agent and each Lender and Lenders' counsel, in form and substance satisfactory to the Agent;
- (vii) an opinion of Locke Lord, U.S. counsel to the Loan Parties, addressed to the Agent and each Lender, in form and substance satisfactory to the Agent;
- (viii) an opinion of Blake, Cassels & Graydon LLP, counsel to the Lenders, addressed to the Agent and each Lender, in form and substance satisfactory to the Agent;
- (ix) payment of the Fees; and
- (x) such other documents as are required under this Second Amending Agreement or which the Agent may reasonably request.

7. **Representations and Warranties.** The Borrower agrees with and confirms to each of the Lenders and the Agent that as of the Second Amendment Date each of the representations and warranties listed in Article 2 of the Credit Agreement (other than those made as of a specific date), as amended by this Second Amending Agreement, is true and accurate. Further, the Borrower hereby represents and warrants to each of the Lenders and the Agent that:

- (a) the execution and delivery of this Second Amending Agreement and the performance by it of its obligations hereunder (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approval (if any required), and (iv) do not and will not contravene or conflict with any provision of any applicable law or of its constating documents or by-laws; and
- (b) this Second Amending Agreement is a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity.

8. **Governing Law.** The parties agree that this Second Amending Agreement is conclusively deemed to be made under, and for all purposes to be governed by and

construed in accordance with, the laws of the Province of Alberta and of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than internal laws in force in the Province of Alberta applying to this Second Amending Agreement. The parties hereto do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Second Amending Agreement, or any of the transactions contemplated hereby or by any thereof, without prejudice to the rights of the Agent or any Lender to take proceedings in other jurisdictions.

9. **Continuing Effect.** Each of the parties acknowledges and agrees that the Credit Agreement, as amended by this Second Amending Agreement, the Security and all other documents executed and delivered pursuant thereto or 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.
10. **Further Assurances.** 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 Lenders and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under this Second Amending Agreement.
11. **Counterparts.** This Second Amending 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 may execute this Second Amending Agreement by signing any counterpart.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amending Agreement to be duly executed by their respective authorized officers as of the date and year first written above.

Borrower:

Suite 500, 650 N. Sam Houston Parkway E
Houston, Texas 77060

Attention: Richard Louden

Facsimile: (281) 847-1898

With a copy to:

Argent Energy Trust
Suite 500, 321 - 6th Avenue SW
Calgary AB T2P 3H3

Attention: Chief Financial Officer

Facsimile: (403) 770-4850

ARGENT ENERGY (US) HOLDINGS INC.,
as Borrower

Per: (signed) "Sean Bovingdon"
Name: Sean Bovingdon
Title: Chief Financial Officer

Agent:

The Bank of Nova Scotia
700 – 2nd Street S.W., Suite 2000
Calgary, AB T2P 2W1

Attention: Managing Director
Facsimile: (403) 221-6497

THE BANK OF NOVA SCOTIA, as Agent

Per: (signed) "Jeff Cebryk"
Name: Jeff Cebryk
Title: Managing Director

Per: (signed) "Michael Linder"
Name: Michael Linder
Title: Director

Lender:

The Bank of Nova Scotia
700 – 2nd Street S.W., Suite 2000
Calgary, AB T2P 2W1

Attention: Managing Director
Facsimile: (403) 221-6497

**THE BANK OF NOVA SCOTIA, as Lender
and Swap Lender**

Per: (signed) "Jeff Cebryk"

Name: Jeff Cebryk

Title: Managing Director

Per: (signed) "Michael Linder"

Name: Michael Linder

Title: Director

Lender:

Canadian Imperial Bank of Commerce
855 – 2nd Street S.W., 9th Floor
East Tower, Bankers Hall
Calgary, AB T2P 2P2

Attention: Director, CIBC Oil & Gas,
Commercial Banking
Facsimile: (403) 221-5779

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Lender and Swap Lender**

Per: (signed) "Todd Burton"

Name: Todd Burton

Title: Authorized Signatory

Per: (signed) "Graydon Falls"

Name: Graydon Falls

Title: Authorized Signatory

Lender:

Royal Bank of Canada
888 – 3rd Street S.W., Suite 3900
West Tower, Bankers Hall
Calgary, AB T2P 5C5

Attention: Vice President, Corporate
Banking
Facsimile: (403) 292-3234

**ROYAL BANK OF CANADA, as Lender and
Swap Lender**

Per: (signed) "Lillian D'Aleo"

Name: Lillian D'Aleo

Title: Authorized Signatory

Lender:

2711 – 308, 4th Avenue S.W.
Calgary, AB T2P 0H7

Attention: Portfolio Manager Oil & Gas
Division
Facsimile: (403) 776-8727

**WELLS FARGO BANK, N.A., CANADIAN
BRANCH, as Lender and Swap Lender**

Per: (signed) "Victor Martinez"

Name: Victor Martinez

Title: Director

EXHIBIT 1
TO THE SECOND AMENDING AGREEMENT
DATED MAY 14, 2013

Schedule "A" to the Amended and Restated Credit Agreement dated October 25, 2012 between Argent Energy (US) Holdings Inc., as Borrower, and the Lenders party thereto with The Bank of Nova Scotia, as Agent

COMMITMENTS

<u>Lender</u>	<u>Operating Facility Commitment</u>	<u>Syndicated Facility Commitment</u>
The Bank of Nova Scotia	[REDACTED]	[REDACTED]
Canadian Imperial Bank of Commerce	[REDACTED]	[REDACTED]
Royal Bank of Canada	[REDACTED]	[REDACTED]
Wells Fargo Bank, N.A., Canadian Branch	[REDACTED]	[REDACTED]
TOTAL:	U.S. \$2,000,000	U.S. \$113,000,000