

[REDACTED VERSION]

FIRST AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT is made effective as of November 22, 2013,

BETWEEN:

SPYGLASS RESOURCES CORP.,
as Borrower

ON THE FIRST PART,

- and -

**NATIONAL BANK OF CANADA, THE TORONTO-DOMINION BANK,
CANADIAN IMPERIAL BANK OF COMMERCE, THE BANK OF NOVA
SCOTIA, HSBC BANK CANADA, WELLS FARGO BANK, N.A., CANADIAN
BRANCH, ALBERTA TREASURY BRANCHES, UNION BANK, CANADA
BRANCH and CANADIAN WESTERN BANK,**
as Lenders,

ON THE SECOND PART,

- and -

NATIONAL BANK OF CANADA,
as Agent,

ON THE THIRD PART.

PREAMBLE:

- A. Pursuant to the credit agreement dated March 28, 2013 (the "**Credit Agreement**") between Spyglass Resources Corp., as borrower (the "**Borrower**"), National Bank of Canada, The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, The Bank of Nova Scotia, HSBC Bank Canada, Wells Fargo Bank, N.A., Canadian Branch, Alberta Treasury Branches, Union Bank, Canada Branch and Canadian Western Bank, as lenders (the "**Lenders**") and National Bank of Canada, as administrative agent for the Lenders (the "**Agent**"), the Lenders agreed to provide to the Borrower the Credit 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 First Amending Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement as amended by this First Amending Agreement.
2. **First Amendment Date.** The amendments contained in Section 3 herein shall be effective as of the date of this First Amending Agreement (the "**First Amendment Date**").
3. **Amendments.** Effective as of the First Amendment Date, the Credit Agreement is amended as follows:
 - (a) subsection 14.3(c)(iv) of the Credit Agreement is hereby deleted and is replaced with the following:

"(iv) is, in the case of Commodity Swaps, on the basis of oil & liquids or natural gas, for a term not to exceed 4 years, and the aggregate amounts hedged under all such Commodity Swaps at the time any such Commodity Swap is entered into and after giving effect thereto (a) cannot exceed seventy percent (70%) of the Average Daily Production (net of royalties) for such commodity on a twenty-four (24) months forward basis, and (b) cannot exceed fifty percent (50%) of the Average Daily Production (net of royalties) for such commodity on a thirty-six (36) or forty-eight (48) months forward basis, as adjusted for acquisitions and divestitures in a manner satisfactory to the Agent, acting reasonably."; and
 - (b) the following definition is hereby added to Schedule A to the Credit Agreement in the appropriate alphabetical order:

"**Average Daily Production**" means at any time, the actual average daily production of the Borrower and the other Loan Parties over the most recent completed Fiscal Quarter.
4. **Borrowing Base.** Effective on the First Amendment Date, the Borrowing Base is \$400,000,000.
5. **Conditions Precedent to effectiveness of First Amending Agreement.** This First Amending Agreement shall become effective upon the Borrower delivering to the Agent a fully executed copy of this First Amending Agreement.
6. **Confirmation of Security.** The Borrower agrees with and confirms to the Agent and the Lenders that as of the First Amendment Date, the Security listed in Section 4.1 of the Credit Agreement is and shall remain in full force and effect in all respects and shall continue to exist and apply to all of the Obligations of the Borrower under, pursuant or relating to the Credit Agreement, as amended by this First Amending Agreement. This confirmation of security is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Security.
7. **Representations and Warranties.** The Borrower agrees with and confirms to the Agent and each of the Lenders that as of the First Amendment Date each of the representations and

warranties listed in the Credit Agreement, as amended by this First Amending Agreement, is true and accurate. Further, the Borrower hereby represents and warrants to the Agent and each of the Lenders that:

- (a) the execution and delivery of this First 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 constituting documents or by-laws; and
 - (b) this First 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. **Continuing Effect.** Each of the parties acknowledges and agrees that the Credit Agreement, as amended by this First Amending Agreement, 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.
9. **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 this First Amending Agreement.
10. **Expenses.** The Borrower will be liable for all expenses of the Agent and the Lenders, including, without limitation, reasonable legal fees (on a solicitor and his own client full indemnity basis) and other out-of-pocket expenses in connection with the negotiation, preparation, establishment, operation or enforcement of the Credit Facilities and of this First Amending Agreement (whether or not consummated) by the Agent and the Lenders.
11. **Enurement.** This First Amending Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
12. **Counterparts.** This First 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 First Amending Agreement by signing any counterpart.

[Remainder of Page Intentionally Left Blank]

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

**SPYGLASS RESOURCES CORP.,
as Borrower**

Per: "signed"
Name: [REDACTED]
Title:

Per: 'signed"
Name: [REDACTED]
Title:

NATIONAL BANK OF CANADA, as Agent

Per: "signed"
Name: [REDACTED]
Title:

Per:
Name: [REDACTED]
Title:

NATIONAL BANK OF CANADA, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

THE TORONTO-DOMINION BANK, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

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

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

THE BANK OF NOVA SCOTIA, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

HSBC BANK CANADA, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

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

Per: "signed"
Name: [REDACTED]
Title:

ALBERTA TREASURY BRANCHES, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title:

UNION BANK, CANADA BRANCH, as Lender

Per: "signed"

Name: **REDACTED**

Title:

CANADIAN WESTERN BANK, as Lender

Per: "signed"
Name: [REDACTED]
Title:

Per: "signed"
Name: [REDACTED]
Title: