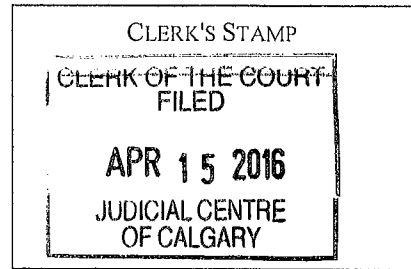


FORM 27
[RULES 6.3 AND 10.52(1)]



COURT FILE NUMBER 1601- 01675
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF ARGENT ENERGY
TRUST, ARGENT ENERGY (CANADA)
HOLDINGS INC. and ARGENT ENERGY (US)
HOLDINGS INC.**

DOCUMENT **APPLICATION (SALE APPROVAL,
DISTRIBUTION OF NET PROCEEDS AND
STAY EXTENSION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500, 855 - 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer/Sean Zweig
Telephone No.: 403-298-3323/416-777-6254
Fax No.: 403-265-7219/ 416-863-1716
Client File No.: 68859.14

NOTICE TO RESPONDENT:

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: Monday, April 25, 2016
Time: 10:00 a.m.

Where: Calgary Court Centre
601 - 5th Street SW
Calgary Alberta

Before Whom: The Honourable Mr. Justice D. B. Nixon

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. If necessary, an Order abridging the time for service of this Application and supporting materials and declaring service to be good and sufficient;
2. An Order authorizing and approving the sale of assets of Argent Energy (US) Holdings Inc.;
3. An Order authorizing and approving the distribution of the proceeds received from the purchase of the assets of Argent Energy (US) Holdings Inc.;
4. An Order extending the stay of proceedings, as ordered and defined in paragraph 2 of the Initial Order filed February 17, 2016 and as extended pursuant to the Order (Stay Extension) granted herein on March 9, 2016, to June 30, 2016;
5. An Order sealing certain confidential information, including the Confidential Affidavit of Harrison Williams and certain exhibits to the Affidavit No. 3 of Sean Bovingdon, each sworn in support of this Application, on the Court file;

all in substantially the forms of the proposed Orders attached hereto as Schedules "A", "B" and "C"; and
6. Such further and other relief, advice and directions as counsel may request and this Honourable Court may deem appropriate in the circumstances.

Grounds for making this application:

7. On February 17, 2016, the Honourable Mr. Justice D. B. Nixon of this Honourable Court granted an Initial Order in this Action granting, among other things, approval of a Sale Solicitation Process and a stay of proceedings until and including March 18, 2016.

8. On March 9, 2016, the Honourable Mr. Justice D. B. Nixon of this Honourable Court granted the Amended and Restated Initial Order in this Action which confirmed the Sale Solicitation Process and extended the stay of proceedings until and including May 17, 2016 (the "Stay Period").
9. Since the granting of the Amended and Restated Initial Order, the Applicants have taken significant steps to advance the restructuring, including but not limited to:
 - (a) cooperating with the Monitor to facilitate its monitoring of the Applicants' business and operations;
 - (b) communicating, in some cases very extensively, with various stakeholder groups and/or their advisors, including the Syndicate, the Ad Hoc Committee (as defined in the Affidavit No. 2 of Sean Bovingdon filed February 29, 2016), critical suppliers, trade creditors, employees, contractors and others;
 - (c) working with the Monitor and Oil & Gas Asset Clearinghouse, LLC ("OGAC") to pursue the Sale Solicitation Process which was approved by this Honourable Court on February 17, 2016, and also on March 9, 2016, a copy of which is attached to both the Initial Order and the Amended and Restated Initial Order as Schedule "A",

 - (d) entering into a letter of intent and a purchase and sale agreement for the assets of Argent;
 - (e) continuing to investigate alternative financing with Durham Capital as Argent's advisor;
 - (f) liaising with US counsel and attending in court in the US regarding the Chapter 15 proceedings of the US Bankruptcy Court that were commenced in respect of Argent Canada and Argent US, and obtaining a Chapter 15 Recognition Order from the U.S. Bankruptcy Court, which recognition Order, among other things, recognized the approval of the Sale Solicitation Process; and

- (g) continuing to operate and manage Argent's business in the ordinary course, subject to the terms of the Amended and Restated Initial Order.
10. The sale of the assets of Argent Energy (US) Holdings Inc. should be approved in the circumstances where:
- (a) the process leading to the proposed sale was reasonable, and was approved by this Honourable Court on February 17, 2016 and on March 9, 2016;
 - (b) the Monitor approved of the Sale Solicitation Process;
 - (c) it is the Monitor's opinion that the proposed sale would be more beneficial to the creditors of Argent than a sale or disposition under a bankruptcy;
 - (d) creditors, including in particular the Syndicate and the Ad Hoc Committee, were consulted and actively engaged with respect to and during the Sale Solicitation Process;
 - (e) the effects of the proposed sale on the creditors and other interested parties will maximize the value of the assets of Argent, in the circumstances where those assets were the subject of a thorough Sale Solicitation Process that generated considerable interest and participation;
-
- (f) the consideration to be received for the assets is reasonable and fair, taking into account fair market value; and
 - (g) the proposed purchaser of the assets is not a related person to Argent, as defined in subsection 36(5) of the *Companies' Creditors Arrangement Act*, R.S.C 1985 c. C-36, as amended.
11. The proceeds of the proposed sale should be distributed in accordance with the Amended and Restated Initial Order filed March 17, 2016, and as approved by this Honourable Court.

12. The Applicants are working in good faith and with due diligence in these proceedings, it is in the best interest of the Applicants and all of their stakeholders that the Stay Period be extended, and it is appropriate in the circumstances to so order.
13. The Monitor supports the application for approval of the sale, for distribution of the proceeds of sale, and for the requested extension of the Stay Period, and the remainder of the relief being sought herein.
14. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

15. The pleadings and proceedings filed in the within Action.
16. The Second Report of the Monitor, to be filed.
17. The Affidavit No. 3 of Sean Bovingdon, to be filed.
18. The Confidential Affidavit No. 2 of Harrison Williams, over which the Applicants seek a Sealing Order.
19. The Brief of the Applicants, to be filed.
20. Such further and other materials counsel may advise and this Honourable Court may permit.

Applicable rules:

21. None.

Applicable Acts and regulations:

22. The *Companies' Creditors Arrangement Act* R.S.C 1985 c. C-36 as amended (the "CCAA").

Any irregularity complained of or objection relied on:

23. None.

How the application is proposed to be heard or considered:

24. Before the Honourable Mr. Justice D. B. Nixon, in an application in Justice Chambers, as scheduled.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes.

If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

CLERK'S STAMP

SCHEDULE "A"

COURT FILE NUMBER 1601-01675

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended***

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF ARGENT ENERGY TRUST, ARGENT ENERGY (CANADA) HOLDINGS INC. and ARGENT ENERGY (US) HOLDINGS INC.

DOCUMENT **ORDER (SALE APPROVAL AND VESTING)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer / Sean Zweig
Telephone No.: 403.298.3323 / 416.777.6254
Fax No.: 403.265.7219 / 416.863.1716
Client File No.: 68859.14

DATE ON WHICH ORDER WAS PRONOUNCED: **Monday, April 25, 2016**

LOCATION WHERE ORDER WAS PRONOUNCED: **Calgary Courts Centre**

NAME OF JUSTICE WHO MADE THIS ORDER: **The Honourable Mr. Justice D.B. Nixon**

UPON the application of Argent Energy Trust (the "**Trust**"), Argent Energy (Canada) Holdings Inc. ("**Argent Canada**"), and Argent Energy (US) Holdings Inc. ("**Argent US**", and

together with the Trust and Argent Canada, the "**Applicants**" or "**Argent**") for an Order approving the sale transaction (the "**Transaction**") contemplated by a purchase and sale agreement between Argent US and BXP Partners IV, L.P. (the "**Purchaser**") made as of April 14, 2016 (the "**Sale Agreement**") and attached at Confidential Exhibit "20" of the Affidavit of Sean Bovingdon sworn April 14, 2016 (the "**Bovingdon Affidavit No. 3**"), and vesting in the Purchaser (or its nominee) the right, title and interest of Argent US in and to the assets described in the Sale Agreement (the "**Purchased Assets**"); **AND UPON** having read the Application, the Bovingdon Affidavit No. 3, the Second Report of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants (the "**Monitor**"), and the Brief of the Applicants, all filed, and the Confidential Affidavit of Harrison Williams sworn April 14, 2016 (the "**Williams Affidavit No. 2**"); **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Syndicate (as defined in the Affidavit of Sean Bovingdon sworn February 16, 2016, being the "**Bovingdon Affidavit No. 1**"), counsel for the Ad Hoc Committee of Subordinated Debentureholders (as defined in the Affidavit of Sean Bovingdon sworn February 29, 2016, being the "**Bovingdon Affidavit No. 2**"), and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. Service of notice of this Application and supporting documents is hereby declared to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the Sale Agreement.

Approval of the Sale Agreement and the Transaction

3. The Transaction is hereby approved, and the Sale Agreement is declared to be commercially reasonable and in the best interests of Argent and its stakeholders. The execution of the Sale Agreement by Argent US is hereby authorized, ratified, confirmed and approved, with such minor amendments as Argent US may deem necessary. Argent

US is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser (or its nominee).

4. Argent US and the Monitor are each authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably necessary or desirable to consummate the Transaction in accordance with the terms of the Sale Agreement.

Vesting of the Purchased Assets

5. Upon the delivery of a Monitor's Certificate to the Purchaser (or its nominee) substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of Argent US' right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, subject in all cases to the Assumed Obligations (collectively, the "**Claims**"), including, without limiting the generality of the foregoing:

- (a) any Encumbrances or Charges (as created by and defined in the Initial Order of the Honourable Mr. Justice D. B. Nixon dated February 17, 2016 and in the Amended and Restated Initial Order of the Honourable Mr. Justice D. B. Nixon dated March 9, 2016);
- (b) all charges, security interests or claims against the Purchased Assets, whether evidenced by registrations pursuant to the *Uniform Commercial Code* (United States) or any personal, mineral or real property registry system, or otherwise; and

(c) those Claims listed in **Schedule "B"** hereto;

(all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, and subject to the Assumed Obligations, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, evidenced by registrations pursuant to any personal property registry system, mineral registry system or land registry system or otherwise where any Claim of any kind may be registered or recorded are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Purchased Assets.

6. Argent US or the Monitor is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges, and the registrars and all other persons in control or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.
7. The Purchaser (or its nominee) is authorized and directed to file, register or otherwise record a certified copy of this Order and the Monitor's Certificate with the appropriate filing office, agency, clerk(s) and/or recorder(s), which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the sale of the Purchased Assets to the Purchaser free and clear from any and all Claims, including the release of all liens, claims, encumbrances and interests in the Purchased Assets as of the Closing Date of any kind or nature whatsoever, subject to the Assumed Obligations.
8. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against Argent.
9. Argent and all persons who claim by, through or under Argent in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remain in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Argent US, or any person claiming by or through or against Argent US.
11. The Purchaser (or its nominee) shall be authorized, as of the Closing and in accordance with the Sale Agreement, to be substituted for Argent US, or to become the successor operator to Argent US, in relation to operations under any Governmental Authority, licence, permit, registration and authorization or approval of or given to Argent US with respect to the Purchased Assets, and the Purchaser (or its nominee) shall be authorized to take whatever steps necessary to effect the same.
12. The Monitor shall file with the Court a copy of the Monitor's Certificate, concurrent with the delivery thereof to the Purchaser (or its nominee).
13. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act* and section 20(e) of the Alberta *Personal Information Protection Act*, Argent and the Monitor are authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in its records pertaining to Argent US' past and current employees, including personal information of those employees listed in the Sale Agreement. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Argent US.

Transaction not a Preference or Transfer at Undervalue

14. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Argent and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of Argent;

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Argent and shall not be void or voidable by creditors of Argent, nor shall it constitute nor be deemed to be a transaction at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Handling of the Net Proceeds

15. The Monitor shall hold the proceeds received from the Purchaser (or its nominee) pursuant to the Sale Agreement, less completion costs (including, but without limitation, applicable sales taxes, transfer taxes, legal and other costs, expenses and disbursements, of Argent US and the Monitor) and other usual completion costs incurred (the "**Net Proceeds**") pursuant to and in accordance with the terms of this Order.
16. For the purposes of determining the nature and priority of Claims, the Net Proceeds shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the Net Proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
17. Unless otherwise authorized by this Order, the Monitor shall make no distributions from the Net Proceeds except by further Order of this Court.

Sealing Order

18. The Confidential Exhibits 4, 13, 15, 17, 19 and 20 to the Bovingdon Affidavit No. 3 and the Confidential Affidavit No. 2 of Harrison Williams shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection unless and until otherwise ordered by this Court, upon

seven days' notice to all interested parties. The Confidential Exhibits 4, 13, 15, 17, 19 and 20 to the Bovington Affidavit No. 3 and the Confidential Affidavit No. 2 of Harrison Williams shall be sealed and filed in an envelope containing the following endorsement thereon:

This envelope contains the Confidential Exhibits 4, 13, 15, 17, 19 and 20 to the Affidavit No. 3 of Sean Bovington and the Confidential Affidavit No. 2 of Harrison Williams, each sworn April 14, 2016. The contents of this envelope are sealed pursuant to the Order of the Honourable Mr. Justice D. B. Nixon granted and filed in this Action on April 25, 2016.

Application for Further Advice

19. Argent, the Purchaser (or its nominee), the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

Foreign Recognition

20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist Argent, the Monitor and their agents in carrying out the terms of this Order. ~~All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Argent and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Argent and the Monitor and their agents in carrying out the terms of this Order.~~

The Honourable Mr. Justice D. B. Nixon
J.C.C.Q.B.A.

SCHEDULE "A"
FORM OF MONITOR'S CERTIFICATE

Clerk's Stamp

COURT FILE NUMBER 1601-01675
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS **IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF ARGENT ENERGY
TRUST, ARGENT ENERGY (CANADA)
HOLDINGS INC. and ARGENT ENERGY
(US) HOLDINGS INC.**

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer / Sean Zweig
Telephone No.: 403.298.3323 / 416.777.6254
Fax No.: 403.265.7219 / 416.863.1716
Client File No.: 68859.14

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice D. B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 17, 2016, as amended and restated on March 9, 2016, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicants in this Action, including Argent Energy (US) Holdings Inc. ("**Argent US**").

- B. Pursuant to an Order of the Court dated April 25, 2016, the Court approved the purchase and sale agreement made as of April 14, 2016 (the "**Sale Agreement**") between Argent US and BXP Partners IV, L.P. (the "**Purchaser**") and providing for the vesting in the Purchaser (or its nominee) of Argent US' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article VIII of the Sale Agreement have been satisfied or waived by Argent US and the Purchaser (or its nominee); and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES THE FOLLOWING:

1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article VIII of the Sale Agreement have been satisfied or waived by Argent US and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Monitor; and
4. This Certificate was delivered by the Monitor at _____ on _____, 2016.

FTI CONSULTING CANADA INC., in its capacity as Monitor of Argent Energy Trust, Argent Energy (Canada) Holdings Inc. and Argent Energy (US) Holdings Inc., and not in its personal capacity.

Per:

[Name]
[Title]

SCHEDULE "B"

"Claims"

- The claim of the Syndicate as against Argent, pursuant to the Credit Agreement (as defined in the Bovingdon Affidavit No. 1.

SCHEDULE "B"

CLERK'S STAMP

SCHEDULE "B"

COURT FILE NUMBER 1601-01675
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF ARGENT ENERGY
TRUST, ARGENT ENERGY (CANADA)
HOLDINGS INC. and ARGENT ENERGY
(US) HOLDINGS INC.**

DOCUMENT **ORDER (INTERIM DISTRIBUTION)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer / Sean Zweig
Telephone No.: 403.298.3323 / 416.777.6254
Fax No.: 403.265.7219 / 416.863.1716
Client File No.: 68859.14

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

Monday, April 25, 2016

**LOCATION WHERE ORDER WAS
PRONOUNCED:**

Calgary Courts Centre

**NAME OF JUSTICE
WHO MADE THIS ORDER:**

The Honourable Mr. Justice D.B. Nixon

UPON the application of Argent Energy Trust (the "**Trust**"), Argent Energy (Canada) Holdings Inc. ("**Argent Canada**"), and Argent Energy (US) Holdings Inc. ("**Argent US**", and

together with the Trust and Argent Canada, the "**Applicants**" or "**Argent**"); **AND UPON** having read the Application, the Affidavit of Sean Bovingdon sworn April 14, 2016 (the "**Bovingdon Affidavit No. 3**"), the Second Report of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants (the "**Monitor**"), and the Brief of the Applicants, all filed, and the Confidential Affidavit of Harrison Williams sworn April 14, 2016 (the "**Williams Affidavit No. 2**"); **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Syndicate (as defined in the Affidavit of Sean Bovingdon sworn February 16, 2016, being the "**Bovingdon Affidavit No. 1**"), counsel for the Ad Hoc Committee of Subordinated Debentureholders (as defined in the Affidavit of Sean Bovingdon sworn February 29, 2016, being the "**Bovingdon Affidavit No. 2**"), and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service and Defined Terms

1. Service of notice of this Application and supporting documents is hereby declared to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.
2. Unless otherwise defined in this Order, all capitalized terms used in this Order shall have the meanings given to them in the purchase and sale agreement between Argent US and the Buyer, BXP Partners IV, L.P. (the "**Sale Agreement**").

Distribution

3. The Monitor is hereby authorized and directed to disburse within five (5) business days after the day of filing the Monitor's Certificate referred to in the Approval and Vesting Order (the "**Monitor's Certificate**") to The Bank of Nova Scotia as administrative agent (the "**Agent**") for the Syndicate, an amount not exceeding the maximum amount of the Syndicate's secured obligations ("**Senior Secured Obligations**") owing by the Applicants under the Credit Agreement dated October 25, 2012, as amended (the "**Syndicate Distribution**"), subject to the maintenance of a holdback of funds in the Monitor's

account (the "**Holdback**"), in an amount satisfactory to the Monitor in consultation with the Applicants or in an amount determined by the Court, for the following:

- (a) completion costs (including, but without limitation, the amount to be held in escrow pursuant to 9.02(a)(v) of the Sale Agreement, applicable sales taxes, transfer taxes, legal and other costs, expenses and disbursements of Argent US and the Monitor, which costs and expenses shall include, for greater certainty, all amounts due and payable to The Oil & Gas Asset Clearinghouse, LLC, in accordance with the Letter Agreement attached as Exhibit "21" to the Bovingdon Affidavit No. 1) and other usual completion costs incurred as part of the Transaction or necessary to complete these CCAA proceedings or the ancillary recognition proceedings in the United States Bankruptcy Court for the Southern District of Texas (Corpus Christi Division) (the "**Bankruptcy Court**") filed by Argent Canada and Argent US in accordance with the wind-down budget set out in **Schedule "A"** (collectively, the "**Completion Costs**");
- (b) an amount necessary to satisfy claims or potential claims under the court-ordered Charges (as defined in paragraph 41 of the Amended and Restated Initial Order filed March 17, 2016), including the recognition proceedings in the Bankruptcy Court filed by Argent Canada and Argent US (collectively, the "**Post-Filing Expenses**");
- (c) the amounts claimed and up to the amounts shown in relation to the liens listed on **Schedule "B"** hereto and the amounts of any other liens registered against the assets of Argent US on or before the Closing Date (the "**Liens**"), without prejudice to all rights and remedies of Argent US in relation to those claimed lien amounts, including, but not limited to, all rights to challenge the validity, priority, and amounts of the said Liens;
- (d) an amount necessary to satisfy cure payments up to the amounts shown on **Schedule "C"**, or in amounts otherwise agreed upon by the Monitor, the Applicants and the Syndicate or otherwise determined by the Court, in respect of all Contracts assumed by and assigned to the Buyer from Argent US pursuant to

the Sale Agreement and the Bankruptcy Court's Order approving the assumption and assignment of the Contracts (collectively, the "**Cure Costs**"); and

- (e) an amount necessary to satisfy all secured tax claims asserted against Argent US (the "**Tax Claims**"), without prejudice to all rights and remedies of Argent US in relation to those claimed tax amounts, including, but not limited to, all rights to challenge the validity, priority, and amounts of the said secured tax claims.
4. The Monitor is hereby authorized and directed to make further distributions to the Agent from the Monitor's account from time to time, up to a maximum amount of the Syndicate's Secured Obligations (the "**Additional Syndicate Distributions**"), but in each case subject to the Holdback.
 5. The Monitor, on instruction from the Applicants and on behalf of the Applicants, is hereby authorized and empowered, without further Order of the Court, to disburse from the Monitor's Account, from time to time, amounts owing by the Applicants in respect of the Completion Costs, the Post-Filing Expenses or the Cure Costs.
 6. The Monitor, on instruction from the Applicants and on behalf of the Applicants, is hereby authorized and empowered to disburse from the Monitor's account, from time to time, amounts owing by the Applicants in respect of the Tax Claims and the Liens, if any, provided that the Agent has been provided at least seven days' notice of any Tax Claims payment or Liens payment setting out the quantum and scheduled date of such payment and has not provided the Monitor with a written objection to such payment at least one day before the scheduled date of such payment. If such written objection is received by the Monitor, the applicable Tax Claims payment or Liens payment shall not be made unless and until the objection is resolved by agreement to the satisfaction of the Monitor, the Applicants, the Agent and the applicable Tax Claims or Liens claimant or by further Order of the Bankruptcy Court.
 7. Argent, or its authorized representative, is authorized or empowered to do such things, and execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the distribution, which, in Argent's discretion, or in the

discretion of Argent's authorized representative, are reasonably necessary or advisable to properly give effect to the distribution or this Order.

8. The holdbacks, payments, distributions and disbursements contemplated in this Order are made free and clear of any Encumbrances (as defined in the Approval and Vesting Order), and notwithstanding the pendency of these proceedings, the distribution shall not be void or voidable at the instance of creditors and claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, oppressive conduct, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), or any other applicable federal or provincial legislation.

Foreign Recognition

9. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist Argent, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Argent and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Argent and the Monitor and their agents in carrying out the terms of this Order.

The Honourable Mr. Justice D. B. Nixon
J.C.C.Q.B.A.

SCHEDULE "A"

WIND-DOWN BUDGET

Argent Energy
Wind down budget
US\$

As at: Apr 14

	2nd half May	June	July	August	September	Post Sept
Projected Costs						
Staff costs	137,096	121,628	67,463	56,630	21,013	4,063
Office rent		5,000	5,000	5,000	5,000	
		2,756	2,756	2,756	2,756	
Office supplies, phone		2,000	2,000	2,000	1,000	1,000
Office insurance		1,000				
Storage prepaid			10,000			
Tax advisory			20,000	10,000		
Legal fees	40,000	20,000	10,000		10,000	
		15,000	15,000	10,000	10,000	20,000
					10,000	
					10,000	
					5,000	
			2,500		2,500	
		15,000	5,000			
Contingency	10,000	10,000	5,000	5,000	5,000	5,000
TOTAL	367,096	214,884	144,719	91,386	82,269	30,063

930,417

use retainer for part May
use retainer for May
use retainer through August

SCHEDULE "B"

Chart of Liens Asserted Against Argent

Lienholder Name	Amount Asserted	Nature of Lien	Notes
Baker Hughes Oilfield Operations, Inc.	\$7,764.14	M&M Lien	Asserted 3/23/2016 re: Reno, WY property
Baker Hughes Oilfield Operations, Inc.	\$636.00	M&M Lien	Asserted 3/22/2016 re: Mellott Ranch (Crook), WY property
Baker Hughes Oilfield Operations, Inc.	\$636.00	M&M Lien	Asserted 3/22/2016 re: Mellott Ranch (Campbell), WY property
Basic Energy Services, L.P.	\$9,888.23	M&M Lien	Asserted 3/2/2016 re: Tilicek, TX property
Basic Energy Services, L.P.	\$24,206.78	M&M Lien	Asserted 3/2/2016 re: Hrncir, TX property
Basic Energy Services, L.P.	\$11,376.64	M&M Lien	Asserted 3/2/2016 re: Haydens, TX property
Key Energy Services, LLC	\$838.00	M&M Lien	Asserted 4/7/2016 re: Haydens, TX property
Key Energy Services, LLC	\$21,424.59	M&M Lien	Asserted 4/7/2016 re: Hrncir, TX property
Key Energy Services, LLC	\$2,997.88	M&M Lien	Asserted 4/7/2016 re: Trevino, TX property
Baker Hughes Oilfield Operations, Inc.	\$7,764.14	M&M Lien	Asserted 4/5/2016 re: Johnson, WY property
Liberty Lift Solutions, LLC	\$4,522.69	M&M Lien	Asserted 4/11/2016 re: Fayette, TX property
Liberty Lift Solutions, LLC	\$4,059.38	M&M Lien	Asserted 4/11/2016 re: Gonzales, TX property

SCHEDULE "C"

CURE COSTS

USD \$739,599.68 (total amount)

SCHEDULE "C"

CLERK'S STAMP

SCHEDULE "C"

COURT FILE NUMBER 1601-01675

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended**

**AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF ARGENT ENERGY
TRUST, ARGENT ENERGY (CANADA)
HOLDINGS INC. and ARGENT ENERGY
(US) HOLDINGS INC.**

DOCUMENT **ORDER (STAY EXTENSION)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT **BENNETT JONES LLP**
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Kelsey Meyer / Sean Zweig
Telephone No.: 403.298.3323 / 416.777.6254
Fax No.: 403.265.7219 / 416.863.1716
Client File No.: 68859.14

**DATE ON WHICH ORDER WAS
PRONOUNCED: Monday, April 25, 2016**

**LOCATION WHERE ORDER WAS
PRONOUNCED: Calgary Courts Centre**

**NAME OF JUSTICE
WHO MADE THIS ORDER: The Honourable Mr. Justice D.B. Nixon**

UPON the application of Argent Energy Trust (the "Trust"), Argent Energy (Canada) Holdings Inc. ("Argent Canada"), and Argent Energy (US) Holdings Inc. ("Argent US", and

together with the Trust and Argent Canada, the "Applicants" or "Argent"); **AND UPON** having read the Application, the Affidavit No. 3 of Sean Bovingdon sworn April 14, 2016 (the "Bovingdon Affidavit No. 3"), the Second Report of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants (the "Monitor"), and the Brief of the Applicants, all filed, and the Confidential Affidavit No. 2 of Harrison Williams sworn April 14, 2016 (the "Williams Affidavit No. 2"); **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Syndicate (as defined in the Affidavit of Sean Bovingdon sworn February 16, 2016), counsel for the Ad Hoc Committee of Subordinated Debentureholders (as defined in the Affidavit No. 2 of Sean Bovingdon sworn February 29, 2016), and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this Application and supporting documents is hereby declared to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.
2. The Stay Period as ordered and defined in paragraph 2 of the Order (Stay Extension) granted on Tuesday, March 8, 2016, is hereby extended until and including June 30, 2016.

The Honourable Mr. Justice B. Nixon
J.C.C.Q.B.A.