

EXHIBIT A

FOURTH AMENDMENT TO DIP CREDIT AGREEMENT

This FOURTH AMENDMENT TO DIP CREDIT AGREEMENT (this “Amendment”), dated as of January [___], 2010, by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “Lender” and collectively as the “Lenders”), REGIMENT CAPITAL SPECIAL SITUATIONS FUND III, L.P., a Delaware limited partnership, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”), FOOTHILLS RESOURCES, INC., a Nevada corporation, as a debtor and debtor-in-possession (“Parent”) and each of Parent’s Subsidiaries identified on the signature pages hereof, each as a debtor and debtor-in-possession (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”). All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

RECITALS

A. The Agent, the Lenders and the Borrowers are parties to that certain DIP Credit Agreement, dated as of February 23, 2009 (as amended by that certain First Amendment to DIP Credit Agreement, that certain Second Amendment to DIP Credit Agreement, and that certain Third Amendment to DIP Credit Agreement, and as may be further amended, extended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. The Borrowers, the Agent and the Lenders have agreed to make certain modifications to the Credit Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Amendments of Credit Agreement. Schedule 1.1 of the Credit Agreement is hereby amended as follows:

(a) Bankruptcy Court Orders. The definition of “Bankruptcy Court Orders” is hereby deleted in its entirety, and the following is hereby substitute therefor:

“Bankruptcy Court Orders” means the Interim Bankruptcy Court Order, the Final Bankruptcy Court Order, the First Amendment Bankruptcy Court Order, the Second Amendment Bankruptcy Court Order, the Third Amendment Bankruptcy Court Order, and the Fourth Amendment Bankruptcy Court Order.

(b) Final Maturity Date. The definition of “Final Maturity Date” is hereby deleted in its entirety, and the following is hereby substituted therefor:

“Final Maturity Date” means the date which is the earliest of (a) March 31, 2010, (b) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a plan of reorganization in the Chapter 11 Cases that has been confirmed by an order of the Bankruptcy Court, (c) the date of a sale of substantially all of the assets of Borrowers (which may take the form of an asset sale, stock sale or otherwise as approved by Agent and Lenders), and (d) such earlier date on which all Loans and other Obligations for the payment of money shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents.

(c) Fourth Amendment Bankruptcy Court Order. The definition of “Fourth Amendment Bankruptcy Court Order” is hereby added to read in its entirety as follows:

“Fourth Amendment Bankruptcy Court Order” means an order entered by the Bankruptcy Court authorizing and approving the Fourth Amendment to this Agreement, in form and substance acceptable to the Agent and the Required Lenders in their sole and absolute discretion, as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of Agent, the Lenders and Borrowers. For purposes of this Agreement, the Fourth Amendment Bankruptcy Court Order shall be deemed to be a permitted modification of the Final Bankruptcy Court Order.

2. Conditions. The effectiveness of this Amendment is subject to the following conditions precedent:

(a) the execution and delivery of this Amendment by the Parent, the Borrower, Agent and each of the Required Lenders;

(b) the Agent shall have received an updated Budget, in form and substance satisfactory to the Agent and the Required Lenders in their sole and absolute discretion;

(c) after giving effect to the terms and provisions of this Amendment, no Default or Event of Default shall have occurred and be continuing;

(d) the Fourth Amendment Bankruptcy Court Order shall have been entered by the Bankruptcy Court on or before January 31, 2009, or such later date as Agent and the Required Lenders may agree in writing, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated absent prior written consent of Agent, the Required Lenders and Borrower;

(e) subject to the terms of the Fourth Amendment Bankruptcy Court Order, the Borrower shall have paid all Lender Group Expenses incurred in connection with the transactions evidenced by this Amendment, including, without limitation, reasonable fees, costs and expenses of counsel; and

(f) receipt of such other documents, certificates and agreements requested by the Agent in its reasonable discretion.

3. Agreement in Full Force and Effect as Amended. Except as specifically amended, consented and/or waived hereby and subject to the terms of the Fourth Amendment Bankruptcy Court Order, the Credit Agreement and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed as so amended. Except as expressly set forth herein, this Amendment shall not be deemed to be a waiver, amendment or modification of any provisions of the Credit Agreement or any other Loan Document or any right, power or remedy of Agent or Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, or any other document, instrument and/or agreement executed or delivered in connection therewith or of any Default or Event of Default under any of the foregoing, in each case whether arising before or after the date hereof or as a result of performance hereunder or thereunder. Except as otherwise may be provided by the terms of the Fourth Amendment Bankruptcy Court Order, this Amendment also shall not preclude the future exercise of any right, remedy, power, or privilege available to Agent and/or Lenders whether under the Credit Agreement, the other Loan Documents, at law or otherwise and nothing contained herein shall constitute a course of conduct or dealing among the parties hereto. All references to the Credit Agreement shall be deemed to mean the Credit Agreement as amended hereby. This Amendment shall not constitute a novation or satisfaction and accord of the Credit Agreement and/or other Loan Documents, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and conditions of the Credit Agreement and Loan Documents as amended by this Amendment, as though such terms and conditions were set forth herein. Each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of similar import shall mean and be a reference to the Credit Agreement as amended by this Amendment.

4. Representations and Warranties. To induce the Agent and the Lenders to enter into this Amendment, Borrowers hereby jointly and severally represent and warrant to the Agent and the Lenders as follows:

(a) Duly Organized. Each Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and, subject to the entry and terms of the Fourth Amendment Bankruptcy Court Order, has the full power and authority to execute, deliver and perform its obligations under this Amendment.

(b) Authority. The execution, delivery and performance by each Borrower of this Amendment, and the performance by each such Borrower of the Credit Agreement, as amended hereby (i) have been duly authorized by all requisite action on the part of Borrowers, (ii) do not and will not violate the Governing Documents of any Borrower, or any Material Contract of any of the Borrowers, or any order, judgment or decree of any court, Governmental Authority or arbitrator by which any Borrower or any of its properties is bound, (iii) do not and will not conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any Material Contract of any Borrower (other than defaults arising solely by virtue of the filing of the Chapter 11 Cases) and (iv) do not and will not require any filing (other than any disclosure filing) or registration with, consent, or authorization or approval of, or notice to, or other action with or by, any Governmental Authority, other than the Bankruptcy

Court, or other Person, other than consents or approvals that have been obtained and that are still in force and effect or which, if not obtained, would not result in a Material Adverse Change.

(c) Binding Obligation. Subject to the entry and terms of the Fourth Amendment Bankruptcy Court Order, each of this Amendment and the Credit Agreement, as amended constitutes the legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(d) No Other Defaults. No Default or Event of Default exists or shall exist immediately following the consummation of the transactions contemplated hereby.

(e) Representations and Warranties. All representations and warranties by each Borrower contained in the Credit Agreement that are qualified by materiality or Material Adverse Change are true and correct and that are not so qualified are true and correct in all material respects as of the date hereof, except to the extent made as of a specific date, in which case each such representation and warranty shall be true and correct as of such date.

(f) False or Misleading Representations or Warranties. By its signature below, each Borrower agrees that it shall constitute an Event of Default if any representation or warranty made herein should be false or misleading in any material respect.

5. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment and any number of separate counterparts, each of which when so executed, shall be deemed an original and all said counterparts when taken together shall be deemed to constitute but one and the same instrument. Photocopied and facsimiled signatures hereto shall be valid and binding.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower and the Parent and their successors and assigns and the Agent and the Lenders and their successors and assigns.

7. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

8. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment.

9. Reaffirmation. Subject to the terms of the Fourth Amendment Bankruptcy Court Order, each Borrower as debtor and debtor-in-possession hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto) and (ii) to the extent such Person

granted liens on or security interests in any of its property pursuant to any such Loan Document as security for or otherwise guaranteed the Obligations under or with respect to the Loan Documents, ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby.

10. Acknowledgment of Rights; Release of Claims. Each of the Parent and each Borrower hereby acknowledges that: (a) it has no defenses, claims or set-offs to the enforcement by any Lender or the Agent of such Person's liabilities, obligations and agreements on the date hereof; (b) to its knowledge, each Lender and the Agent have fully performed all undertakings and obligations owed to it as of the date hereof; and (c) except to the limited extent expressly set forth in this Amendment, each Lender and the Agent do not waive, diminish or limit any term or condition contained in the Credit Agreement or any of the other Loan Documents.

[Remainder of page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

FOOTHILLS RESOURCES, INC.,
as Borrower

By: _____
Name: W. Kirk Bosché
Title: Chief Financial Officer

FOOTHILLS CALIFORNIA, INC.,
as Borrower

By: _____
Name: W. Kirk Bosché
Title: Chief Financial Officer

FOOTHILLS OKLAHOMA, INC.,
as Borrower

By: _____
Name: W. Kirk Bosché
Title: Chief Financial Officer

FOOTHILLS TEXAS, INC.,
as Borrower

By: _____
Name: W. Kirk Bosché
Title: Chief Financial Officer

REGIMENT CAPITAL SPECIAL SITUATIONS
FUND III, L.P., as Agent and as a Lender

By: Regiment Capital GP, LLC
its General Partner

By: _____
Name:
Title: