

CRESCENT POINT ENERGY CORP.

Officer's Certificate

TO WHOM IT MAY CONCERN:

I, Ken Lamont, the Vice President, Finance and Treasurer of Crescent Point Energy Corp. (**Crescent Point**), hereby certify for and on behalf of Crescent Point in my capacity as an officer of Crescent Point and not in my personal capacity, and without personal liability, that to the best of my information and belief after having made reasonable inquiry, Crescent Point acquired all of the issued and outstanding shares of T. Bird Oil Ltd. (**T. Bird**) on August 13, 2014 and all of the assets of T. Bird were transferred to Crescent Point Resources Partnership on the same date.

DATED August 13, 2014.

CRESCENT POINT ENERGY CORP.

Per: 

Ken Lamont
Vice President, Finance and Treasurer

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made effective as of the 13th day of August, 2014.

BETWEEN:

T. BIRD OIL LTD., a body corporate formed under the laws of the Province of Saskatchewan (the "**Transferor**")

- and -

CRESCENT POINT RESOURCES PARTNERSHIP, a partnership governed by the laws of the Province of Alberta (the "**Transferee**")

WHEREAS the Transferor has agreed to transfer and convey, and the Transferee has agreed to receive and accept, on the terms and conditions hereinafter set forth, all of the Transferor's right, title, estate and interest in and to the Assets;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises and the respective covenants and agreements contained in the Agreement and as are hereinafter set forth in this General Conveyance and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do covenant and agree with one another as follows:

1. Definitions

In this General Conveyance, including the premises and the schedules hereto:

- (a) "**Agreement**" means the Asset Transfer Agreement dated effective August 13, 2014 between the Transferor and the Transferee;
- (b) "**Assets**" means the Hydrocarbon Interests, the Miscellaneous Interests, the Tangibles Interests and all other current assets of the Transferor, including but not limited to cash, accounts receivable, inventory and prepaids;
- (c) "**Facilities**" means all facilities used or useful in the production, compression, processing, transmission or treatment of Hydrocarbon Substances including, without limitation, pipelines, flow lines, gathering systems, batteries, compressors and plants;
- (d) "**Hydrocarbon Interests**" means all of the Transferor's rights and interests in and in respect of the Leases and the Lands;
- (e) "**Hydrocarbon Substances**" means petroleum, natural gas, crude bitumen and related hydrocarbons, and any other substances, whether gaseous, liquid or solid, and whether hydrocarbons or not, (including, without limitation, sulphur) which might be produced in association therewith, or any of them, or any constituent of any of them;
- (f) "**Lands**" means the lands in which the Transferor has an interest as at the time of Closing and includes all Hydrocarbon Substances located within or forming part of such lands, together with the right to explore for, win, take, remove, recover and own the same insofar as such rights are granted by the Leases;

- (g) "Leases" means collectively the various leases, permits, licenses and other documents of title, by virtue of which the holder thereof is entitled to explore for, drill for, recover, remove or dispose of Hydrocarbon Substances within, upon or under the Lands (or any lands with which the same have been pooled or unitized), on the terms set forth therein, and includes any and all extensions and renewals thereof, replacements or substitutions therefor or further documents of title issued pursuant thereto, but only to the extent that they pertain to the Lands;
- (h) "Miscellaneous Interests" means all of the rights and interests of the Transferor in all property, assets and rights pertaining to either the Hydrocarbon Interests, the Tangibles Interests, the Leases and the Lands, including, without limitation, all of the rights and interests of the Transferor in:
- (i) all contracts, agreements and documents relating to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the same have been pooled or unitized), the Tangibles Interests and any rights in relation thereto;
 - (ii) all subsisting rights to enter upon, use and occupy the surface of any of the Lands (or any lands with which the same have been pooled or unitized), or any lands upon which any of the Tangibles are situated, or any lands to be traversed in order to gain access to any of the Lands or any of the Tangibles;
 - (iii) all well, pipeline and other permits, licenses and authorization relating to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the same have been, pooled or unitized) or the Tangibles;
 - (iv) all Hydrocarbon Substances in the course of production from the Lands (or any lands with which the same have been pooled or unitized) but not at the Effective Time beyond the wellhead;
 - (v) all producing, suspended, shut-in, capped, abandoned, water source, observation, disposal, storage, injection or other wells located in, upon or bottoming under the Lands or otherwise relating to the Transferor's operations in relation thereto, and all casing in such wells; and
 - (vi) all books, records, files, reports, studies, maps, and logs pertaining to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the Lands have been pooled or unitized) or the Tangibles;
- (i) "Tangibles" means all tangible depreciable property and assets used or useful in connection with production, gathering, oil treatment, gas measurement, storage, oil transportation, water injection, removal or other operations relating to the Hydrocarbon Interests, the Leases or the Lands (or lands with which the same have been pooled or unitized), whether they are located within or upon the Lands (or lands with which the same have been pooled or unitized) or elsewhere, including, without limitation, the Facilities and all equipment located in or on any wells, and all tangible depreciable property and assets which form part thereof, are appurtenant thereto or are used in connection therewith; and
- (j) "Tangibles Interests" means all of the rights and interests of Transferor in and in respect of the Tangibles.

