
**NOTICE OF ACQUISITION AND ASSIGNMENT OF ASSETS AND LIABILITIES
CORAL HILL ENERGY LTD. TO
CRESCENT POINT RESOURCES PARTNERSHIP**

Please be advised:

Effective August 14, 2015, pursuant to an Arrangement under the Business Corporations Act (Alberta), Crescent Point Energy Corp. acquired all of the issued and outstanding common shares of Coral Hill Energy Ltd.

Also effective August 14, 2015, Coral Hill Energy Ltd. was immediately amalgamated with 1908386 Alberta ULC, a subsidiary of Crescent Point Energy Corp., with the resulting entity continued as Coral Hill Energy ULC.

Also effective August 14, 2015, pursuant to an Asset Transfer Agreement and a General Conveyance, both dated August 14, 2015, Coral Hill Energy ULC conveyed all of its oil and gas assets and liabilities to Crescent Point Resources Partnership.

A copy of the pertinent documents available to the public and third parties is available on our website:

www.crescentpointenergy.com/legal/industry-notice-and-corporate-structure

Effective August 14, 2015, the Address for Service for Coral Hill Energy ULC is:

Coral Hill Energy ULC
c/o Crescent Point Resources Partnership
2000, 585 – 8 Ave. SW
Calgary, AB T2P 1G1 Canada

The main phone and fax numbers are:

Main Phone	403-693-0020
Main Phone (Toll Free)	1-888-693-0020
Main Fax	403-693-0070

Inquiries relating to land and royalty payments:

A&D Hotline	Tel: 403-206-1607	Email: adhotline@crescentpointenergy.com
Royalty Line	Tel: 403-513-1128	Email: royalties@crescentpointenergy.com

Documentation supporting the transfer and assignment of all existing contractual and lease agreements held by Coral Hill Energy ULC (formerly Coral Hill Energy Ltd.) will be sent to third parties in the near future.

CRESCENT POINT RESOURCES PARTNERSHIP,
by its Managing Partner, CRESCENT POINT ENERGY CORP.


Suzanne Stahl
Supervisor, Mineral Land A&D

Update Plan of Arrangement - No Amendment - Proof of Filing

Alberta Amendment Date: 2015/08/14

Service Request Number: 23783279
Corporate Access Number: 2014958157
Legal Entity Name: CORAL HILL ENERGY LTD.
Legal Entity Status: Active

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2009/10/15
Restrictions on Share Transfers	ELECTRONIC	2009/10/15
Other Rules or Provisions	ELECTRONIC	2009/10/15
Other Rules or Provisions	ELECTRONIC	2010/02/03
Articles/Plan of Arrangement/Court Order	10000107110746999	2015/08/14

Registration Authorized By: RASHI SENGAR
SOLICITOR



Article

Business Corporations Act
Section 193

1. Name of Corporation	2. Corporate Access Number
CORAL HILL ENERGY LTD.	2014958157

3. In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:

Pursuant to Section 193 of the *Business Corporation Act* (Alberta), the Plan of Arrangement involving Coral Hill Energy Ltd., its securityholders, Crescent Point Energy Corp., and 1908386 Alberta ULC (Acquisitionco), attached as Schedule "A" to the order of Court of Queen's Bench of Alberta dated August 14, 2015 and attached hereto as Schedule A, is hereby effected. The Plan of Arrangement, among other things, effects the amalgamation of Coral Hill Energy Ltd. and 1908386 Alberta ULC.

The Plan of Arrangement does not effect any amendment to the Articles of Coral Hill Energy Ltd.

Donald J. Rae

Name of Person Authorizing (please print)

DRae

Signature

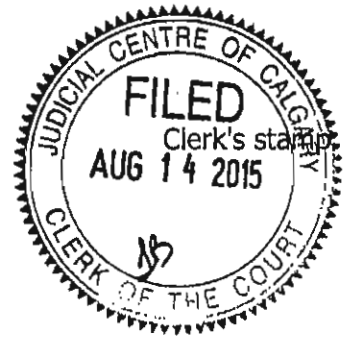
President and Chief Executive officer

Title (please print)

August 14, 2015

Date

**SCHEDULE A
TO THE ARTICLES OF ARRANGEMENT
OF CORAL HILL ENERGY LTD.**



COURT FILE NUMBER 1501-07614
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
MATTER IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED


AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CORAL HILL ENERGY LTD., CRESCENT POINT ENERGY CORP., 1908386 ALBERTA ULC AND THE SECURITYHOLDERS OF CORAL HILL ENERGY LTD.

APPLICANTS CORAL HILL ENERGY LTD.
RESPONDENTS Not Applicable

DOCUMENT **FINAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: Shannon Wray
Phone Number: (403) 260-0245
Fax Number: (403) 260-0332
Email Address: slw@bdplaw.com
File No. 68015-22

I hereby certify this to be a true copy of the original Order
Dated this 14 day of Aug, 2015

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, August 14, 2015
NAME OF JUDGE WHO MADE THIS ORDER: Justice Horner
LOCATION OF HEARING: Calgary, Alberta

UPON THE Originating Application (the "**Originating Application**") of Coral Hill Energy Ltd. (the "**Applicant**") for approval of an arrangement (the "**Arrangement**") involving the Applicant, Crescent Point Energy Corp. ("**Crescent Point**"), 1908386 Alberta ULC and the securityholders of the Applicant pursuant to Section 193 of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the "**ABCA**");

AND UPON reading the Originating Application, the Interim Order of this Court granted on July 14, 2015 (the "**Interim Order**") and the affidavits of Eric Hughes, Vice President,

Finance and Chief Financial Officer of the Applicant sworn Tuesday, July 14, 2015 and Friday, August 14, 2015 and the exhibits referred to therein;

AND UPON being advised that service of notice of this application has been effected in accordance with the Interim Order or as otherwise accepted by the Court;

AND UPON being advised by counsel to the Applicant that no notices of Intention to appear have been filed in respect of this application;

AND UPON the Court being satisfied that the meeting (the "**Meeting**") of the shareholders of the Applicant (the "**Shareholders**") was called and conducted in accordance with the terms of the Interim Order;

AND UPON the Court being satisfied that the Applicant has sought and obtained the approval of the Arrangement by the Shareholders in the manner and by the requisite majority required by the Interim Order;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the *ABCA*;

AND UPON the Court being satisfied that the statutory requirements to approve the Arrangement have been fulfilled and that the Arrangement has been put forward in good faith;

AND UPON the Court being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Shareholders and other affected persons and that the Arrangement ought to be approved;

AND UPON hearing from counsel for the Applicant;

AND UPON BEING ADVISED that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the common shares of Crescent Point to the Shareholders pursuant to the Arrangement;

IT IS HEREBY ORDERED THAT:

1. The Arrangement proposed by the Applicant, on the terms set forth in Schedule "A" to this order ("**Order**"), is hereby approved by the Court under Section 193 of the *ABCA*.
2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the securityholders of the Applicant and all other affected persons.
3. The articles of arrangement in respect of the Arrangement (the "**Articles of Arrangement**") shall be filed pursuant to Section 193 of the *ABCA* on such date as the Applicant determines in accordance with the terms of the Arrangement and the Arrangement will, upon the filing of the Articles of Arrangement, become effective and binding in accordance with its terms.
4. Service of notice of the Originating Application, the notice in respect of the Meeting and the Interim Order is hereby deemed good and sufficient service. Service of this Order shall be made on all persons who appeared on this application, either by counsel or in person, but is otherwise dispensed with.
5. The Applicant may, on notice to such parties as the Court may order, seek leave at any time prior to the filing of the Articles of Arrangement to vary this Order or seek advice and directions as to the implementation of this Order.



Justice of the Court of Queen's
Bench of Alberta

**SCHEDULE "A"
ARRANGEMENT**

**PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE BUSINESS CORPORATIONS ACT (ALBERTA)**

**ARTICLE 1
INTERPRETATION**

1.1 In this Plan of Arrangement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) **"ABCA" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;**
- (b) **"Acquisitionco" means a wholly-owned subsidiary of Crescent Point to be incorporated under the ABCA solely for the purpose of completing the Arrangement;**
- (c) **"Acquisitionco Shares" means common shares in the capital of Acquisitionco;**
- (d) **"Amalco" means the corporation resulting from the amalgamation of Acquisitionco and Coral Hill pursuant to Section 3.1(d) of this Plan of Arrangement;**
- (e) **"Amalco Shares" means common shares in the capital of Amalco;**
- (f) **"Arrangement", "herein", "hereof", "hereunder" and similar expressions mean and refer to the arrangement involving Crescent Point, Coral Hill, Acquisitionco and the Coral Hill Securityholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement, and not to any particular article, section or other portion hereof;**
- (g) **"Arrangement Agreement" means the arrangement agreement dated July 2, 2015 between Crescent Point and Coral Hill with respect to the Arrangement, and all amendments thereto;**
- (h) **"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted, giving effect to the Arrangement;**
- (i) **"Business Day" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;**
- (j) **"Certificate" means the certificate, certificates or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement;**
- (k) **"Coral Hill" means Coral Hill Energy Ltd., a corporation existing under the laws of the Province of Alberta;**

- (l) **"Coral Hill Common Shares" means the common shares in the capital of Coral Hill;**
- (m) **"Coral Hill Information Circular" means the management proxy circular of Coral Hill to be sent by Coral Hill to the Coral Hill Shareholders in connection with the Coral Hill Meeting;**
- (n) **"Coral Hill Meeting" means the annual and special meeting of Coral Hill Shareholders to be held to consider (among other things) the Arrangement and related matters, and any adjournments thereof;**
- (o) **"Coral Hill Optionholders" means the holders from time to time of outstanding Coral Hill Options;**
- (p) **"Coral Hill Options" means the outstanding stock options, whether or not vested, to acquire Coral Hill Common Shares granted pursuant to the Coral Hill Stock Option Plan;**
- (q) **"Coral Hill Securityholders" means, collectively, the Coral Hill Optionholders and the Coral Hill Shareholders;**
- (r) **"Coral Hill Shareholders" means the holders from time to time of issued and outstanding Coral Hill Common Shares;**
- (s) **"Coral Hill Stock Option Plan" means the stock option plan of Coral Hill dated November 9, 2009;**
- (t) **"Court" means the Court of Queen's Bench of Alberta;**
- (u) **"Crescent Point" means Crescent Point Energy Corp., a corporation existing under the laws of the Province of Alberta;**
- (v) **"Crescent Point Shares" means the common shares in the capital of Crescent Point;**
- (w) **"Depository" means the person appointed by Crescent Point to act as depository for the Coral Hill Common Shares in relation to the Arrangement;**
- (x) **"Dissent Rights" means the right of a registered Coral Hill Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the securities in respect of which the Coral Hill Shareholder dissents, all in accordance with section 191 of the ABCA, the Interim Order and Article 4 hereof;**
- (y) **"Dissenting Shareholders" means the registered Coral Hill Shareholders who validly exercise their Dissent Rights and "Dissenting Shareholder" means any one of them;**
- (z) **"Effective Date" means the date the Arrangement becomes effective pursuant to the ABCA;**

- (aa) "Effective Time" means the time the Arrangement becomes effective on the Effective Date pursuant to the ABCA;
- (bb) "Encumbrance" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligations of any person, as well as any other agreement or arrangement with any similar effect whatsoever;
- (cc) "Exchange Ratio" means 0.0567 of a Crescent Point Share for each Coral Hill Common Share;
- (dd) "Exchanging Coral Hill Shareholders" means Coral Hill Shareholders (other than Crescent Point) who at all relevant times are (i) not exempt from tax under Part I of the Tax Act; and (ii) not Non-Resident Shareholders;
- (ee) "Final Order" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA in respect of Coral Hill, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (ff) "Interim Order" means an interim order of the Court concerning the Arrangement under subsection 193(4) of the ABCA, containing, among other things, declarations and directions with respect to the Arrangement and the holding of the Coral Hill Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (gg) "Letter of Transmittal" means the letter of transmittal accompanying the Coral Hill Information Circular to be delivered to Coral Hill Shareholders in connection with the Arrangement;
- (hh) "Non-Resident Shareholder" means a Coral Hill Shareholder that is: (i) a person who is not a resident of Canada for the purposes of the Tax Act; or (ii) a partnership that is not a Canadian partnership for the purposes of the Tax Act;
- (ii) "Plan" or "Plan of Arrangement" means this plan of arrangement as amended or supplemented from time to time in accordance with Article 6 hereof or Article 7 of the Arrangement Agreement;
- (jj) "Registrar" means the Registrar of Corporations for the Province of Alberta duly appointed under Section 263 of the ABCA; and
- (kk) "Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).

1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 Unless otherwise specified, all references to "dollars" or "\$" shall mean Canadian dollars.
- 1.6 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.7 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2 ARRANGEMENT AGREEMENT

- 2.1 This Plan of Arrangement is made pursuant to and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (a) the registered and beneficial Coral Hill Securityholders; (b) Crescent Point; (c) Coral Hill; (d) Acquisitionco; and (e) Amalco.
- 2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3 ARRANGEMENT

- 3.1 Commencing at the Effective Time, the following transactions shall occur and shall be deemed to occur sequentially in the order set out below, except as otherwise expressly provided. To the extent that such transactions involve Coral Hill or Crescent Point or any securities thereof or are governed by Section 193 of the ABCA, such transactions shall occur without any further act or formality pursuant to Section 193 of the ABCA. All other transactions shall occur by means of the appropriate action being taken on the part of the appropriate parties to effect such transactions at the Effective Time:

- (a) the Coral Hill Common Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Crescent Point (free and clear of any Encumbrances) and, as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Coral Hill Shareholders, other than the right to be paid the fair value of their Coral Hill Common Shares in accordance with the Dissent Rights;
- (b) all outstanding Coral Hill Options shall be terminated without any payment or compensation therefor, and Coral Hill shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (c) each Coral Hill Common Share held by an Exchanging Coral Hill Shareholder shall be transferred to Crescent Point (free and clear of any Encumbrances) in exchange for that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Coral Hill Common Share so transferred; and
- (d) Acquisitionco and Coral Hill shall be amalgamated and continued as one corporation under the ABCA to form Amalco in accordance with the following:
 - (i) **Name.** The name of Amalco shall be Coral Hill Energy ULC;
 - (ii) **Registered Office.** The registered office of Amalco shall be the registered office of Acquisitionco;
 - (iii) **Share Provisions.** Amalco shall be authorized to issue an unlimited number of Amalco Shares;
 - (iv) **Restrictions on Transfer.** No shares of Amalco shall be transferred to any person without the approval of the Board of Directors of Amalco by resolution;
 - (v) **Other Provisions.** The other provisions forming part of the articles of Amalco shall be those of Acquisitionco, *mutatis mutandis*;
 - (vi) **Directors and Officers.**
 - (A) **Minimum and Maximum.** The directors of Amalco shall, until otherwise changed in accordance with the ABCA, consist of a minimum number of one director and a maximum number of ten directors;
 - (B) **Initial Directors.** The number of directors on the board of directors shall initially be set at two and the initial directors of Amalco shall be the same as the directors of Acquisitionco; and

- (C) **Initial Officers.** The Initial officers of Amalco shall be the same as the officers of Acquisitionco;
- (vii) ***Business and Powers.*** There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;
- (viii) ***Stated Capital.*** The aggregate stated capital of Amalco will be an amount equal to the aggregate of the paid-up capital for the purposes of the Tax Act of the Acquisitionco Shares and the Coral Hill Common Shares immediately before the amalgamation;
- (ix) ***By-laws.*** The by-laws of Amalco shall be the by-laws of Acquisitionco, *mutatis mutandis*;
- (x) ***Effect of Amalgamation.*** The provisions of subsections 15.6 (2) and 186(b), (c), (d), (e) and (f) of the ABCA shall apply to the amalgamation with the result that:
- (A) all of the property of each of Acquisitionco and Coral Hill shall continue to be the property of Amalco;
- (B) Amalco shall continue to be liable for all of the obligations of each of Acquisitionco and Coral Hill;
- (C) any existing cause of action, claim or liability to prosecution of Acquisitionco or Coral Hill shall be unaffected;
- (D) any civil, criminal or administrative action or proceeding pending by or against Acquisitionco or Coral Hill may be continued to be prosecuted by or against Amalco; and
- (E) a conviction against, or ruling, order or judgment in favour of or against, Acquisitionco or Coral Hill may be enforced by or against Amalco;
- (xi) ***Articles.*** The Articles of Arrangement filed shall be deemed to be the articles of amalgamation of Amalco and the Certificate issued in respect of such Articles of Arrangement by the Registrar under the ABCA which gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of Amalco;
- (xii) ***Inconsistency with Laws.*** To the extent any of the provisions of this Plan of Arrangement is deemed to be inconsistent with applicable laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency; and
- (xiii) ***Exchange and Cancellation of Securities.*** On the amalgamation:
- (A) each issued and outstanding Coral Hill Common Share (other than Coral Hill Common Shares held by Crescent Point) shall be cancelled and in consideration therefor the Coral Hill

Shareholder shall receive that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Coral Hill Common Share so cancelled;

- (B) each issued and outstanding Acquisitionco Share shall be cancelled and in consideration therefor Crescent Point shall receive one fully paid and non-assessable Amalco Share in respect of each Acquisitionco Share; and
- (C) the issued and outstanding Coral Hill Common Shares held by Crescent Point shall be cancelled and in consideration therefor Crescent Point shall receive 1,000 fully paid and non-assessable Amalco Shares.

3.2 Crescent Point, Coral Hill and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in Section 3.1 of this Plan of Arrangement.

3.3 With respect to each Exchanging Coral Hill Shareholder at the Effective Time, upon the transfer of each Coral Hill Common Share pursuant to Section 3.1(c) hereof:

- (a) each Exchanging Coral Hill Shareholder shall cease to be a holder of the Coral Hill Common Share so transferred and the name of such Exchanging Coral Hill Shareholder shall be removed from the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so transferred;
- (b) Crescent Point shall be added to the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so transferred to Crescent Point; and
- (c) Crescent Point shall allot and issue to such Exchanging Coral Hill Shareholder the number of Crescent Point Shares issuable to such Exchanging Coral Hill Shareholder on the basis set forth in Section 3.1(c) and the name of such Exchanging Coral Hill Shareholder shall be added to the register of holders of Crescent Point Shares.

3.4 With respect to each Coral Hill Shareholder (other than Crescent Point, Exchanging Coral Hill Shareholders and Dissenting Shareholders) at the Effective Time, upon the cancellation of each Coral Hill Common Share pursuant to Section 3.1(d)(xiii)(A) hereof:

- (a) each holder of a Coral Hill Common Share shall cease to be a holder of the Coral Hill Common Share so cancelled and the name of such holder shall be removed from the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so cancelled; and
- (b) Crescent Point shall allot and issue to such holder the number of Crescent Point Shares issuable to such holder on the basis set forth in Section

3.1(d)(xiii)(A) and the name of such holder shall be added to the register of holders of Crescent Point Shares.

- 3.5 Notwithstanding anything to the contrary contained herein, Crescent Point, Coral Hill and the Depositary shall be entitled to deduct and withhold from any consideration issuable or payable pursuant to this Plan of Arrangement such amounts as Crescent Point, Coral Hill or the Depositary is required to deduct and withhold under the Tax Act, or any provision of federal, provincial, territorial, state, local or foreign tax law (in each case, as amended) with respect to any or all of the transactions under this Plan of Arrangement. Crescent Point, Coral Hill and the Depositary are hereby authorized to sell or otherwise dispose of, at such times and at such prices as Crescent Point determines, in its sole discretion, such number of the Crescent Point Shares issuable to the holder in respect of which such sale or disposition was made as is necessary to provide sufficient funds to Crescent Point, Coral Hill or the Depositary, as the case may be, to enable them to comply with such deduction or withholding requirements, and shall notify such holder and remit to such holder any unapplied balance of the net proceeds of such sale or disposition (after deducting applicable sale commissions and any other reasonable expenses relating thereto) in lieu of the Crescent Point Shares so sold or disposed of. To the extent that Crescent Point Shares are so sold or disposed of, such withheld amounts, or such shares so sold or disposed of, shall be treated for all purposes as having been issued to the holder in respect of which such sale or disposition was made, provided that such net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. None of Crescent Point, Coral Hill or the Depositary shall be obligated to seek or obtain a minimum price for any Crescent Point Shares sold or disposed of by it hereunder, nor shall any of them be liable for any loss arising out of any such sale or disposition.
- 3.6 An Exchanging Coral Hill Shareholder who receives Crescent Point Shares under the Arrangement shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial income tax law). Crescent Point shall make available on the Crescent Point website a pre-signed version of the required Tax Act forms prior to 30 days following the Effective Date. An Exchanging Coral Hill Shareholder who is required to file a similar provincial election form must provide a signed copy of the duly completed prescribed provincial election form to Crescent Point within 90 days following the Effective Date. Such prescribed provincial election form will be signed by Crescent Point and returned to the Exchanging Coral Hill Shareholder within 30 days of receipt thereof by Crescent Point for filing with the applicable provincial taxation authorities. Crescent Point will not be responsible for the proper completion of any election form and, except for the obligation of Crescent Point to so sign and return duly completed provincial election forms which are received by Crescent Point within 90 days of the Effective Date, Crescent Point will not be responsible for any taxes, interest or penalties resulting from the failure by an Coral Hill Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (and any applicable provincial legislation).

- 3.7 From and after the Effective Time, this Plan of Arrangement shall take precedence and priority over any and all Coral Hill Options issued or outstanding prior to the Effective Time and the terms and conditions thereof, including the terms and conditions of the Coral Hill Stock Option Plan and any agreement, certificate or other instrument granting or confirming the grant of a Coral Hill Option. The rights of any person who held Coral Hill Options immediately prior to the Effective Time, with respect to such Coral Hill Options, and the obligations of Coral Hill and Crescent Point in relation thereto, shall be solely as provided for in this Plan of Arrangement.**

**ARTICLE 4
DISSENTING SHAREHOLDERS**

- 4.1 Each registered Coral Hill Shareholder may exercise Dissent Rights with respect to the Coral Hill Common Shares held by such registered holders in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a Coral Hill Shareholder and shall only be entitled to be paid the fair value of the Dissenting Shareholder's Coral Hill Common Shares by Crescent Point. Dissenting Shareholders who duly and validly exercise such Dissent Rights and who:**

- (a) **are ultimately entitled to be paid fair value for their Coral Hill Common Shares shall: (i) be deemed not to have participated in the transactions in Section 3.1 hereof, other than Section 3.1(a); (ii) be paid an amount equal to such fair value by Crescent Point; (iii) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such registered Coral Hill Shareholders not exercised their Dissent Rights in respect of such Coral Hill Common Shares; and (iv) be deemed to have transferred their Coral Hill Common Shares to Crescent Point in accordance with Section 3.1(a) hereof, notwithstanding the provisions of section 191 of the ABCA; or**
- (b) **are ultimately not entitled, for any reason, to be paid fair value for their Coral Hill Common Shares shall (i) be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Coral Hill Common Shares; and (ii) be entitled to receive only the consideration contemplated in Section 3.1(d)(xiii)(A) hereof that such Coral Hill Shareholder would have received pursuant to the Arrangement if such Coral Hill Shareholder had not exercised Dissent Rights and was not an Exchanging Coral Hill Shareholder.**

The fair value of the Coral Hill Common Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the holders of Coral Hill Common Shares at the Coral Hill Meeting; but in no event shall Coral Hill or Crescent Point be required to recognize such Dissenting Shareholder as a shareholder of Coral Hill after the Effective Time and the name of such holder shall be removed from the register of holders of Coral Hill Common Shares as at the Effective Time. For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, no person who has voted or has instructed a proxyholder to vote their Coral Hill Common Shares in favour of the Arrangement shall be entitled to exercise Dissent Rights.

4.2 Notwithstanding:

- (a) subsection 191(5) of the ABCA, the written notice setting forth such registered Coral Hill Shareholder's objection to the Arrangement Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m., Calgary, time, on the Business Day which is two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time); and
- (b) section 191 of the ABCA, Crescent Point, and not Coral Hill, shall be required to pay the amount described in subsection 191(3) of the ABCA (as modified by the Interim Order) to a registered Coral Hill Shareholder who duly and validly exercises Dissent Rights and is ultimately entitled to be paid fair value for the Coral Hill Common Shares.

**ARTICLE 5
OUTSTANDING CERTIFICATES AND FRACTIONAL SHARES**

- 5.1 Forthwith following the Effective Time, Crescent Point shall, subject to Section 5.3 of this Plan of Arrangement, cause to be paid to the Coral Hill Shareholders the amounts payable in respect of Coral Hill Common Shares required by Section 3.1 of this Plan of Arrangement.
- 5.2 From and after the Effective Time, each certificate, agreement, letter or other instrument, as applicable, that immediately prior to the Effective Time represented Coral Hill Common Shares shall be deemed to represent only the right to receive the consideration in respect of such Coral Hill Common Shares required under this Plan of Arrangement, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1 of this Plan of Arrangement, to receive the fair value of the Coral Hill Common Shares represented by such certificates, in each case less any amounts withheld pursuant to Section 3.5 hereof.
- 5.3 Crescent Point shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Coral Hill Shareholder of a duly completed Letter of Transmittal and the certificates representing such Coral Hill Common Shares, either:
 - (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former Coral Hill Shareholder at the address specified in the Letter of Transmittal; or
 - (b) if requested by such former Coral Hill Shareholder in the Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder;

certificates representing the number of Crescent Point Shares issued to such former Coral Hill Shareholder under the Arrangement.

- 5.4 If any share certificate which immediately prior to the Effective Time represented an interest in outstanding Coral Hill Common Shares that were transferred or

cancelled pursuant to Section 3.1 of this Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such share certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed share certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by Crescent Point, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Coral Hill and its transfer agent, which bond is in form and substance satisfactory to Crescent Point and its transfer agent, or shall otherwise indemnify Coral Hill and its transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the share certificate alleged to have been lost, stolen or destroyed.

- 5.5 All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Plan of Arrangement for which a share certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder thereof. All monies received by the Depositary may be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to Section 5.6 of this Plan of Arrangement, the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.
- 5.6 Subject to any applicable law relating to unclaimed personal property, any share certificate formerly representing Coral Hill Common Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the day that is three years less one day from the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Coral Hill Common Shares to receive certificates representing Crescent Point Shares, together with all dividends, distributions or cash payments thereon held for such holder, shall be deemed to be surrendered to Crescent Point.
- 5.7 No certificates representing fractional Crescent Point Shares will be issued. In the event that a former Coral Hill Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such former Coral Hill Shareholder shall be rounded up to the next greater whole number of Crescent Point Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Crescent Point Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Coral Hill Common Shares registered in the name of or beneficially held by such former Coral Hill Shareholder or their nominee shall be aggregated.

**ARTICLE 6
AMENDMENTS**

- 6.1 Crescent Point and Coral Hill may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (a) set out in writing; (b) filed with the Court and, if made following the Coral Hill Meeting, approved by the Court; and (c) communicated to the Coral Hill Shareholders if and as required by the Court.**
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Crescent Point and Coral Hill at any time prior to or at the Coral Hill Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Coral Hill Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.**
- 6.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Coral Hill Meeting shall be effective only if: (a) it is consented to by each of Crescent Point and Coral Hill; and (b) if required by the Court or applicable law, it is consented to by the Coral Hill Shareholders.**
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Crescent Point, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Crescent Point, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Crescent Point, Coral Hill, or any former Coral Hill Securityholders.**



Ar...

Business Corporations Act
Section 193

1. Name of Corporation	2. Corporate Access Number
CORAL HILL ENERGY ULC	

3. In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:

Pursuant to Section 193 of the Business Corporation Act (Alberta), the Plan of Arrangement involving Coral Hill Energy Ltd., its securityholders, Crescent Point Energy Corp. and 1908386 Alberta ULC (Acquisitionco), attached as Schedule "A" to the order of Court of Queen's Bench of Alberta dated August 14, 2015 and attached hereto as Schedule A, is hereby effected. The Plan of Arrangement, among other things, effects the amalgamation of Coral Hill Energy Ltd. and 1908386 Alberta ULC.

The Plan of Arrangement does not effect any amendment to the Articles of Coral Hill Energy ULC, other than as a result of the amalgamation of 1908386 Alberta ULC and Coral Hill Energy Ltd. to form Coral Hill Energy ULC.

Ken Lamant

Name of Person Authorizing (please print)

Vice President, Finance

Title (please print)

KRA

Signature

August 14, 2015

Date

**SCHEDULE A
TO THE ARTICLES OF ARRANGEMENT
OF CORAL HILL ENERGY ULC**



COURT FILE NUMBER 1501-07614
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
MATTER IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED
AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING CORAL HILL ENERGY LTD., CRESCENT POINT ENERGY CORP., 1908386 ALBERTA ULC AND THE SECURITYHOLDERS OF CORAL HILL ENERGY LTD.

APPLICANTS CORAL HILL ENERGY LTD.
RESPONDENTS Not Applicable

DOCUMENT **FINAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: Shannon Wray
Phone Number: (403) 260-0245
Fax Number: (403) 260-0332
Email Address: slw@bdplaw.com
File No. 68015-22

I hereby certify this to be a true copy of the original Order
Dated this 14 day of August, 2015
B
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: Friday, August 14, 2015
NAME OF JUDGE WHO MADE THIS ORDER: Justice Horner
LOCATION OF HEARING: Calgary, Alberta

UPON THE Originating Application (the "**Originating Application**") of Coral Hill Energy Ltd. (the "**Applicant**") for approval of an arrangement (the "**Arrangement**") involving the Applicant, Crescent Point Energy Corp. ("**Crescent Point**"), 1908386 Alberta ULC and the securityholders of the Applicant pursuant to Section 193 of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the "**ABCA**");

AND UPON reading the Originating Application, the Interim Order of this Court granted on July 14, 2015 (the "**Interim Order**") and the affidavits of Eric Hughes, Vice President,

Finance and Chief Financial Officer of the Applicant sworn Tuesday, July 14, 2015 and Friday, August 14, 2015 and the exhibits referred to therein;

AND UPON being advised that service of notice of this application has been effected in accordance with the Interim Order or as otherwise accepted by the Court;

AND UPON being advised by counsel to the Applicant that no notices of intention to appear have been filed in respect of this application;

AND UPON the Court being satisfied that the meeting (the "**Meeting**") of the shareholders of the Applicant (the "**Shareholders**") was called and conducted in accordance with the terms of the Interim Order;

AND UPON the Court being satisfied that the Applicant has sought and obtained the approval of the Arrangement by the Shareholders in the manner and by the requisite majority required by the Interim Order;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the *ABCA*;

AND UPON the Court being satisfied that the statutory requirements to approve the Arrangement have been fulfilled and that the Arrangement has been put forward in good faith;

AND UPON the Court being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Shareholders and other affected persons and that the Arrangement ought to be approved;

AND UPON hearing from counsel for the Applicant;

AND UPON BEING ADVISED that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the common shares of Crescent Point to the Shareholders pursuant to the Arrangement;

IT IS HEREBY ORDERED THAT:

1. The Arrangement proposed by the Applicant, on the terms set forth in Schedule "A" to this order ("**Order**"), is hereby approved by the Court under Section 193 of the *ABCA*.
2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the securityholders of the Applicant and all other affected persons.
3. The articles of arrangement in respect of the Arrangement (the "**Articles of Arrangement**") shall be filed pursuant to Section 193 of the *ABCA* on such date as the Applicant determines in accordance with the terms of the Arrangement and the Arrangement will, upon the filing of the Articles of Arrangement, become effective and binding in accordance with its terms.
4. Service of notice of the Originating Application, the notice in respect of the Meeting and the Interim Order is hereby deemed good and sufficient service. Service of this Order shall be made on all persons who appeared on this application, either by counsel or in person, but is otherwise dispensed with.
5. The Applicant may, on notice to such parties as the Court may order, seek leave at any time prior to the filing of the Articles of Arrangement to vary this Order or seek advice and directions as to the implementation of this Order.

" K. Horner "

Justice of the Court of Queen's
Bench of Alberta

**SCHEDULE "A"
ARRANGEMENT**

**PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE BUSINESS CORPORATIONS ACT (ALBERTA)**

**ARTICLE 1
INTERPRETATION**

- 1.1 In this Plan of Arrangement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
- (a) "ABCA" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;
 - (b) "Acquisitionco" means a wholly-owned subsidiary of Crescent Point to be incorporated under the ABCA solely for the purpose of completing the Arrangement;
 - (c) "Acquisitionco Shares" means common shares in the capital of Acquisitionco;
 - (d) "Amalco" means the corporation resulting from the amalgamation of Acquisitionco and Coral Hill pursuant to Section 3.1(d) of this Plan of Arrangement;
 - (e) "Amalco Shares" means common shares in the capital of Amalco;
 - (f) "Arrangement", "herein", "hereof", "hereunder" and similar expressions mean and refer to the arrangement involving Crescent Point, Coral Hill, Acquisitionco and the Coral Hill Securityholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement, and not to any particular article, section or other portion hereof;
 - (g) "Arrangement Agreement" means the arrangement agreement dated July 2, 2015 between Crescent Point and Coral Hill with respect to the Arrangement, and all amendments thereto;
 - (h) "Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been granted, giving effect to the Arrangement;
 - (i) "Business Day" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;
 - (j) "Certificate" means the certificate, certificates or other confirmation of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA giving effect to the Arrangement;
 - (k) "Coral Hill" means Coral Hill Energy Ltd., a corporation existing under the laws of the Province of Alberta;

- (l) **"Coral Hill Common Shares" means the common shares in the capital of Coral Hill;**
- (m) **"Coral Hill Information Circular" means the management proxy circular of Coral Hill to be sent by Coral Hill to the Coral Hill Shareholders in connection with the Coral Hill Meeting;**
- (n) **"Coral Hill Meeting" means the annual and special meeting of Coral Hill Shareholders to be held to consider (among other things) the Arrangement and related matters, and any adjournments thereof;**
- (o) **"Coral Hill Optionholders" means the holders from time to time of outstanding Coral Hill Options;**
- (p) **"Coral Hill Options" means the outstanding stock options, whether or not vested, to acquire Coral Hill Common Shares granted pursuant to the Coral Hill Stock Option Plan;**
- (q) **"Coral Hill Securityholders" means, collectively, the Coral Hill Optionholders and the Coral Hill Shareholders;**
- (r) **"Coral Hill Shareholders" means the holders from time to time of issued and outstanding Coral Hill Common Shares;**
- (s) **"Coral Hill Stock Option Plan" means the stock option plan of Coral Hill dated November 9, 2009;**
- (t) **"Court" means the Court of Queen's Bench of Alberta;**
- (u) **"Crescent Point" means Crescent Point Energy Corp., a corporation existing under the laws of the Province of Alberta;**
- (v) **"Crescent Point Shares" means the common shares in the capital of Crescent Point;**
- (w) **"Depository" means the person appointed by Crescent Point to act as depository for the Coral Hill Common Shares in relation to the Arrangement;**
- (x) **"Dissent Rights" means the right of a registered Coral Hill Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the securities in respect of which the Coral Hill Shareholder dissents, all in accordance with section 191 of the ABCA, the Interim Order and Article 4 hereof;**
- (y) **"Dissenting Shareholders" means the registered Coral Hill Shareholders who validly exercise their Dissent Rights and "Dissenting Shareholder" means any one of them;**
- (z) **"Effective Date" means the date the Arrangement becomes effective pursuant to the ABCA;**

- (aa) **"Effective Time" means the time the Arrangement becomes effective on the Effective Date pursuant to the ABCA;**
- (bb) **"Encumbrance" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligations of any person, as well as any other agreement or arrangement with any similar effect whatsoever;**
- (cc) **"Exchange Ratio" means 0.0567 of a Crescent Point Share for each Coral Hill Common Share;**
- (dd) **"Exchanging Coral Hill Shareholders" means Coral Hill Shareholders (other than Crescent Point) who at all relevant times are (i) not exempt from tax under Part I of the Tax Act; and (ii) not Non-Resident Shareholders;**
- (ee) **"Final Order" means the final order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA in respect of Coral Hill, as such order may be affirmed, amended or modified by any court of competent jurisdiction;**
- (ff) **"Interim Order" means an interim order of the Court concerning the Arrangement under subsection 193(4) of the ABCA, containing, among other things, declarations and directions with respect to the Arrangement and the holding of the Coral Hill Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;**
- (gg) **"Letter of Transmittal" means the letter of transmittal accompanying the Coral Hill Information Circular to be delivered to Coral Hill Shareholders in connection with the Arrangement;**
- (hh) **"Non-Resident Shareholder" means a Coral Hill Shareholder that is: (i) a person who is not a resident of Canada for the purposes of the Tax Act; or (ii) a partnership that is not a Canadian partnership for the purposes of the Tax Act;**
- (ii) **"Plan" or "Plan of Arrangement" means this plan of arrangement as amended or supplemented from time to time in accordance with Article 6 hereof or Article 7 of the Arrangement Agreement;**
- (jj) **"Registrar" means the Registrar of Corporations for the Province of Alberta duly appointed under Section 263 of the ABCA; and**
- (kk) **"Tax Act" means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.).**

1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 Unless otherwise specified, all references to "dollars" or "\$" shall mean Canadian dollars.
- 1.6 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.7 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2 ARRANGEMENT AGREEMENT

- 2.1 This Plan of Arrangement is made pursuant to and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (a) the registered and beneficial Coral Hill Securityholders; (b) Crescent Point; (c) Coral Hill; (d) Acquisitionco; and (e) Amalco.
- 2.3 The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3 ARRANGEMENT

- 3.1 Commencing at the Effective Time, the following transactions shall occur and shall be deemed to occur sequentially in the order set out below, except as otherwise expressly provided. To the extent that such transactions involve Coral Hill or Crescent Point or any securities thereof or are governed by Section 193 of the ABCA, such transactions shall occur without any further act or formality pursuant to Section 193 of the ABCA. All other transactions shall occur by means of the appropriate action being taken on the part of the appropriate parties to effect such transactions at the Effective Time:

- (a) the Coral Hill Common Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Crescent Point (free and clear of any Encumbrances) and, as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Coral Hill Shareholders, other than the right to be paid the fair value of their Coral Hill Common Shares in accordance with the Dissent Rights;
- (b) all outstanding Coral Hill Options shall be terminated without any payment or compensation therefor, and Coral Hill shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (c) each Coral Hill Common Share held by an Exchanging Coral Hill Shareholder shall be transferred to Crescent Point (free and clear of any Encumbrances) in exchange for that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Coral Hill Common Share so transferred; and
- (d) Acquisitionco and Coral Hill shall be amalgamated and continued as one corporation under the ABCA to form Amalco in accordance with the following:
 - (i) **Name.** The name of Amalco shall be Coral Hill Energy ULC;
 - (ii) **Registered Office.** The registered office of Amalco shall be the registered office of Acquisitionco;
 - (iii) **Share Provisions.** Amalco shall be authorized to issue an unlimited number of Amalco Shares;
 - (iv) **Restrictions on Transfer.** No shares of Amalco shall be transferred to any person without the approval of the Board of Directors of Amalco by resolution;
 - (v) **Other Provisions.** The other provisions forming part of the articles of Amalco shall be those of Acquisitionco, *mutatis mutandis*;
 - (vi) **Directors and Officers.**
 - (A) **Minimum and Maximum.** The directors of Amalco shall, until otherwise changed in accordance with the ABCA, consist of a minimum number of one director and a maximum number of ten directors;
 - (B) **Initial Directors.** The number of directors on the board of directors shall initially be set at two and the initial directors of Amalco shall be the same as the directors of Acquisitionco; and

- (C) **Initial Officers.** The initial officers of Amalco shall be the same as the officers of Acquisitionco;
- (vii) **Business and Powers.** There shall be no restrictions on the business Amalco may carry on or on the powers it may exercise;
- (viii) **Stated Capital.** The aggregate stated capital of Amalco will be an amount equal to the aggregate of the paid-up capital for the purposes of the Tax Act of the Acquisitionco Shares and the Coral Hill Common Shares immediately before the amalgamation;
- (ix) **By-laws.** The by-laws of Amalco shall be the by-laws of Acquisitionco, *mutatis mutandis*;
- (x) **Effect of Amalgamation.** The provisions of subsections 15.6 (2) and 186(b), (c), (d), (e) and (f) of the ABCA shall apply to the amalgamation with the result that:
- (A) all of the property of each of Acquisitionco and Coral Hill shall continue to be the property of Amalco;
- (B) Amalco shall continue to be liable for all of the obligations of each of Acquisitionco and Coral Hill;
- (C) any existing cause of action, claim or liability to prosecution of Acquisitionco or Coral Hill shall be unaffected;
- (D) any civil, criminal or administrative action or proceeding pending by or against Acquisitionco or Coral Hill may be continued to be prosecuted by or against Amalco; and
- (E) a conviction against, or ruling, order or judgment in favour of or against, Acquisitionco or Coral Hill may be enforced by or against Amalco;
- (xi) **Articles.** The Articles of Arrangement filed shall be deemed to be the articles of amalgamation of Amalco and the Certificate issued in respect of such Articles of Arrangement by the Registrar under the ABCA which gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of Amalco;
- (xii) **Inconsistency with Laws.** To the extent any of the provisions of this Plan of Arrangement is deemed to be inconsistent with applicable laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency; and
- (xiii) **Exchange and Cancellation of Securities.** On the amalgamation:
- (A) each Issued and outstanding Coral Hill Common Share (other than Coral Hill Common Shares held by Crescent Point) shall be cancelled and in consideration therefor the Coral Hill

Shareholder shall receive that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Coral Hill Common Share so cancelled;

- (B) each issued and outstanding Acquisitionco Share shall be cancelled and in consideration therefor Crescent Point shall receive one fully paid and non-assessable Amalco Share in respect of each Acquisitionco Share; and
- (C) the issued and outstanding Coral Hill Common Shares held by Crescent Point shall be cancelled and in consideration therefor Crescent Point shall receive 1,000 fully paid and non-assessable Amalco Shares.

3.2 Crescent Point, Coral Hill and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in Section 3.1 of this Plan of Arrangement.

3.3 With respect to each Exchanging Coral Hill Shareholder at the Effective Time, upon the transfer of each Coral Hill Common Share pursuant to Section 3.1(c) hereof:

- (a) each Exchanging Coral Hill Shareholder shall cease to be a holder of the Coral Hill Common Share so transferred and the name of such Exchanging Coral Hill Shareholder shall be removed from the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so transferred;
- (b) Crescent Point shall be added to the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so transferred to Crescent Point; and
- (c) Crescent Point shall allot and issue to such Exchanging Coral Hill Shareholder the number of Crescent Point Shares issuable to such Exchanging Coral Hill Shareholder on the basis set forth in Section 3.1(c) and the name of such Exchanging Coral Hill Shareholder shall be added to the register of holders of Crescent Point Shares.

3.4 With respect to each Coral Hill Shareholder (other than Crescent Point, Exchanging Coral Hill Shareholders and Dissenting Shareholders) at the Effective Time, upon the cancellation of each Coral Hill Common Share pursuant to Section 3.1(d)(xiii)(A) hereof:

- (a) each holder of a Coral Hill Common Share shall cease to be a holder of the Coral Hill Common Share so cancelled and the name of such holder shall be removed from the register of holders of Coral Hill Common Shares as it relates to the Coral Hill Common Share so cancelled; and
- (b) Crescent Point shall allot and issue to such holder the number of Crescent Point Shares issuable to such holder on the basis set forth in Section

3.1(d)(xiii)(A) and the name of such holder shall be added to the register of holders of Crescent Point Shares.

- 3.5 Notwithstanding anything to the contrary contained herein, Crescent Point, Coral Hill and the Depositary shall be entitled to deduct and withhold from any consideration issuable or payable pursuant to this Plan of Arrangement such amounts as Crescent Point, Coral Hill or the Depositary is required to deduct and withhold under the Tax Act, or any provision of federal, provincial, territorial, state, local or foreign tax law (in each case, as amended) with respect to any or all of the transactions under this Plan of Arrangement. Crescent Point, Coral Hill and the Depositary are hereby authorized to sell or otherwise dispose of, at such times and at such prices as Crescent Point determines, in its sole discretion, such number of the Crescent Point Shares issuable to the holder in respect of which such sale or disposition was made as is necessary to provide sufficient funds to Crescent Point, Coral Hill or the Depositary, as the case may be, to enable them to comply with such deduction or withholding requirements, and shall notify such holder and remit to such holder any unapplied balance of the net proceeds of such sale or disposition (after deducting applicable sale commissions and any other reasonable expenses relating thereto) in lieu of the Crescent Point Shares so sold or disposed of. To the extent that Crescent Point Shares are so sold or disposed of, such withheld amounts, or such shares so sold or disposed of, shall be treated for all purposes as having been issued to the holder in respect of which such sale or disposition was made, provided that such net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. None of Crescent Point, Coral Hill or the Depositary shall be obligated to seek or obtain a minimum price for any Crescent Point Shares sold or disposed of by it hereunder, nor shall any of them be liable for any loss arising out of any such sale or disposition.
- 3.6 An Exchanging Coral Hill Shareholder who receives Crescent Point Shares under the Arrangement shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the Tax Act, as applicable (and the analogous provisions of provincial income tax law). Crescent Point shall make available on the Crescent Point website a pre-signed version of the required Tax Act forms prior to 30 days following the Effective Date. An Exchanging Coral Hill Shareholder who is required to file a similar provincial election form must provide a signed copy of the duly completed prescribed provincial election form to Crescent Point within 90 days following the Effective Date. Such prescribed provincial election form will be signed by Crescent Point and returned to the Exchanging Coral Hill Shareholder within 30 days of receipt thereof by Crescent Point for filing with the applicable provincial taxation authorities. Crescent Point will not be responsible for the proper completion of any election form and, except for the obligation of Crescent Point to so sign and return duly completed provincial election forms which are received by Crescent Point within 90 days of the Effective Date, Crescent Point will not be responsible for any taxes, interest or penalties resulting from the failure by an Coral Hill Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (and any applicable provincial legislation).

- 3.7 From and after the Effective Time, this Plan of Arrangement shall take precedence and priority over any and all Coral Hill Options issued or outstanding prior to the Effective Time and the terms and conditions thereof, including the terms and conditions of the Coral Hill Stock Option Plan and any agreement, certificate or other instrument granting or confirming the grant of a Coral Hill Option. The rights of any person who held Coral Hill Options immediately prior to the Effective Time, with respect to such Coral Hill Options, and the obligations of Coral Hill and Crescent Point in relation thereto, shall be solely as provided for in this Plan of Arrangement.

**ARTICLE 4
DISSENTING SHAREHOLDERS**

- 4.1 Each registered Coral Hill Shareholder may exercise Dissent Rights with respect to the Coral Hill Common Shares held by such registered holders in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a Coral Hill Shareholder and shall only be entitled to be paid the fair value of the Dissenting Shareholder's Coral Hill Common Shares by Crescent Point. Dissenting Shareholders who duly and validly exercise such Dissent Rights and who:
- (a) are ultimately entitled to be paid fair value for their Coral Hill Common Shares shall: (i) be deemed not to have participated in the transactions in Section 3.1 hereof, other than Section 3.1(a); (ii) be paid an amount equal to such fair value by Crescent Point; (iii) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such registered Coral Hill Shareholders not exercised their Dissent Rights in respect of such Coral Hill Common Shares; and (iv) be deemed to have transferred their Coral Hill Common Shares to Crescent Point in accordance with Section 3.1(a) hereof, notwithstanding the provisions of section 191 of the ABCA; or
 - (b) are ultimately not entitled, for any reason, to be paid fair value for their Coral Hill Common Shares shall (i) be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Coral Hill Common Shares; and (ii) be entitled to receive only the consideration contemplated in Section 3.1(d)(xiii)(A) hereof that such Coral Hill Shareholder would have received pursuant to the Arrangement if such Coral Hill Shareholder had not exercised Dissent Rights and was not an Exchanging Coral Hill Shareholder.

The fair value of the Coral Hill Common Shares shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the holders of Coral Hill Common Shares at the Coral Hill Meeting; but in no event shall Coral Hill or Crescent Point be required to recognize such Dissenting Shareholder as a shareholder of Coral Hill after the Effective Time and the name of such holder shall be removed from the register of holders of Coral Hill Common Shares as at the Effective Time. For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, no person who has voted or has instructed a proxyholder to vote their Coral Hill Common Shares in favour of the Arrangement shall be entitled to exercise Dissent Rights.

4.2 Notwithstanding:

- (a) subsection 191(5) of the ABCA, the written notice setting forth such registered Coral Hill Shareholder's objection to the Arrangement Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m., Calgary, time, on the Business Day which is two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time); and
- (b) section 191 of the ABCA, Crescent Point, and not Coral Hill, shall be required to pay the amount described in subsection 191(3) of the ABCA (as modified by the Interim Order) to a registered Coral Hill Shareholder who duly and validly exercises Dissent Rights and is ultimately entitled to be paid fair value for the Coral Hill Common Shares.

**ARTICLE 5
OUTSTANDING CERTIFICATES AND FRACTIONAL SHARES**

- 5.1 Forthwith following the Effective Time, Crescent Point shall, subject to Section 5.3 of this Plan of Arrangement, cause to be paid to the Coral Hill Shareholders the amounts payable in respect of Coral Hill Common Shares required by Section 3.1 of this Plan of Arrangement.
- 5.2 From and after the Effective Time, each certificate, agreement, letter or other instrument, as applicable, that immediately prior to the Effective Time represented Coral Hill Common Shares shall be deemed to represent only the right to receive the consideration in respect of such Coral Hill Common Shares required under this Plan of Arrangement, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1 of this Plan of Arrangement, to receive the fair value of the Coral Hill Common Shares represented by such certificates, in each case less any amounts withheld pursuant to Section 3.5 hereof.
- 5.3 Crescent Point shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Coral Hill Shareholder of a duly completed Letter of Transmittal and the certificates representing such Coral Hill Common Shares, either:
 - (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former Coral Hill Shareholder at the address specified in the Letter of Transmittal; or
 - (b) if requested by such former Coral Hill Shareholder in the Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder;

certificates representing the number of Crescent Point Shares issued to such former Coral Hill Shareholder under the Arrangement.
- 5.4 If any share certificate which immediately prior to the Effective Time represented an interest in outstanding Coral Hill Common Shares that were transferred or

cancelled pursuant to Section 3.1 of this Plan of Arrangement has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such share certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed share certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by Crescent Point, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to Coral Hill and its transfer agent, which bond is in form and substance satisfactory to Crescent Point and its transfer agent, or shall otherwise indemnify Coral Hill and its transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the share certificate alleged to have been lost, stolen or destroyed.

- 5.5 All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Plan of Arrangement for which a share certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder thereof. All monies received by the Depositary may be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to Section 5.6 of this Plan of Arrangement, the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.
- 5.6 Subject to any applicable law relating to unclaimed personal property, any share certificate formerly representing Coral Hill Common Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the day that is three years less one day from the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Coral Hill Common Shares to receive certificates representing Crescent Point Shares, together with all dividends, distributions or cash payments thereon held for such holder, shall be deemed to be surrendered to Crescent Point.
- 5.7 No certificates representing fractional Crescent Point Shares will be issued. In the event that a former Coral Hill Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such former Coral Hill Shareholder shall be rounded up to the next greater whole number of Crescent Point Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Crescent Point Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all Coral Hill Common Shares registered in the name of or beneficially held by such former Coral Hill Shareholder or their nominee shall be aggregated.

**ARTICLE 6
AMENDMENTS**

- 6.1 **Crescent Point and Coral Hill may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (a) set out in writing; (b) filed with the Court and, if made following the Coral Hill Meeting, approved by the Court; and (c) communicated to the Coral Hill Shareholders if and as required by the Court.**
- 6.2 **Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Crescent Point and Coral Hill at any time prior to or at the Coral Hill Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Coral Hill Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.**
- 6.3 **Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Coral Hill Meeting shall be effective only if: (a) It is consented to by each of Crescent Point and Coral Hill; and (b) if required by the Court or applicable law, it is consented to by the Coral Hill Shareholders.**
- 6.4 **Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Crescent Point, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Crescent Point, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Crescent Point, Coral Hill, or any former Coral Hill Securityholders.**

CORPORATE ACCESS NUMBER: 2019147467

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMALGAMATION**

**CORAL HILL ENERGY ULC
IS THE RESULT OF AN AMALGAMATION FILED ON 2015/08/14.**



Alberta

MUNICIPAL AFFAIRS
Registries

Articles of Amalgamation

1. NAME OF AMALGAMATED CORPORATION CORAL HILL ENERGY ULC	2. CORPORATE ACCESS NUMBER
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3. THE CLASSES OF SHARES, AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

The Corporation is authorized to issue an unlimited number of Common Shares.

4. RESTRICTIONS ON SHARE TRANSFERS (IF ANY):

No shares of the Corporation shall be transferred to any person without the approval of the Board of Directors by resolution.

5. NUMBER, OR MINIMUM AND MAXIMUM NUMBER OF DIRECTORS

Minimum 1 - Maximum 10


6. Restrictions if any on business the corporation may carry on

None

7. OTHER PROVISIONS (IF ANY):

The attached Schedule is incorporated into and forms part of the Articles of the Corporation.

8. NAME OF AMALGAMATING CORPORATIONS 1908386 Alberta ULC Coral Hill Energy Ltd.	CORPORATE ACCESS NUMBER 2019083860 2014958157
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9. DATE Aug. 14/15	SIGNATURE 	TITLE Vice President, Finance
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FOR DEPARTMENTAL USE ONLY

FILED

THIS SCHEDULE IS INCORPORATED INTO
AND FORMS PART OF THE ARTICLES OF
CORAL HILL ENERGY ULC (the "Unlimited Liability Corporation")

OTHER RULES OR PROVISIONS:

1. The liability of each of the shareholders of the Unlimited Liability Corporation for any liability, act or default of the Unlimited Liability Corporation is unlimited in extent and joint and several in nature.
2. The directors may, between annual general meetings, appoint one or more additional directors of the Unlimited Liability Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at the expiration of the last annual meeting of the Unlimited Liability Corporation.
3. No securities of the Unlimited Liability Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors by resolution.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE is made as of the 14th day of August, 2015.

BETWEEN:

CORAL HILL ENERGY ULC, an unlimited liability corporation amalgamated pursuant to the laws of the Province of Alberta (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 made as of the 14th day of August, 2015 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, but excluding the Excluded Assets;
- (c) **"Capital Contribution"** has the meaning given to such term in the Partnership Agreement;
- (d) **"Excluded Assets"** means the Seismic Assets;
- (e) **"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;
- (f) **"Hydrocarbon Interests"** means all of the Transferor's rights and interests in and in respect of the Leases and the Lands;
- (g) **"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;
- (h) **"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;

- (i) **"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;
- (j) **"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 Date 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;

but excluding the Seismic Assets;

- (k) **"Partnership Agreement"** means the Amended and Restated Crescent Point Resources Partnership Agreement dated May 1, 2009 (as amended as of July 2, 2009, amended and restated as of January 1, 2012 and amended as of June 30, 2015 to admit Legacy Oil + Gas Inc. as a partner) among Crescent Point Energy Corp., Crescent Point Holdings Inc. and Legacy Oil + Gas Inc.
- (l) **"Seismic Assets"** means the Transferor's right, title and interest in any seismic data and other seismic assets including, without limitation, the Transferor's entire right, title and interest in: (i) all permanent records of basic field data, including without limitation all microfilm, digital records and paper copies of seismic driller's notes, monitor records, observer's reports and engineer's and/or survey notes (including SEGP1 floppy), and all

original copies of magnetic/digital field tapes and conversions thereof obtained at each shot point location to which such asset relates; and (ii) all permanent records of the processed field data, including without limitation all microfilm, digital records, paper copies of shot point maps, pre and post stack processed sections (including amplitude, phase and structural displays), post stack data manipulations (including filters, migrations and wavelet enhancements) and all copies of final stacked tapes and all manipulations and conversions thereof;

- (m) **"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
- (n) **"Tangibles Interests"** means all of the rights and interests of Transferor in and in respect of the Tangibles.

2. Conveyance

The Transferor, pursuant to and for the consideration provided for in the Agreement, the receipt and sufficiency of which is acknowledged by the Transferor, hereby sells, conveys, transfers, contributes, and sets over the entire legal and beneficial right, title, estate and interest (whether absolute or contingent, legal or beneficial) of the Transferor in and to Assets as a Capital Contribution to the Transferee, and the Transferee hereby agrees to receive and accept the Assets from the Transferor as a Capital Contribution, all on the terms and conditions set forth in the Agreement, TO HAVE AND TO HOLD the same, together with all benefit and advantage to be derived therefrom, absolutely.

3. Non-Merger

The execution and delivery of this General Conveyance shall not operate as a merger of the obligations, representations and warranties of the Transferor or the Transferee contained in the Agreement, all of which shall, in the manner provided in the Agreement, survive the Closing.

4. Enurement

This General Conveyance enures to the benefit of and is binding upon the Parties and their respective successors and assigns.

5. Governing Law


This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and each of the Parties submits to the jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement thereof.

6. Further Assurances


Each of the Parties shall from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all further agreements, assurances, novations, deeds, assignments, conveyances, notices, releases and other documents and instruments, as may reasonably be required to more fully assure the carrying out of the intent and purpose of this General Conveyance.

IN WITNESS WHEREOF the Parties have duly executed and delivered this General Conveyance as of the date first above written.

CORAL HILL ENERGY ULC

Per:  _____

CRESCENT POINT RESOURCES PARTNERSHIP,
by its Managing Partner, Crescent Point Energy Corp.

Per:  _____