
**NOTICE OF ACQUISITION AND ASSIGNMENT OF ASSETS AND LIABILITIES
1984237 ALBERTA LTD. TO
CRESCENT POINT RESOURCES PARTNERSHIP**

Please be advised:

Effective August 5, 2016, pursuant to an Asset Transfer Agreement dated August 4, 2016, Valleyview Petroleum Ltd. sold and assigned certain assets and liabilities to 1984237 Alberta Ltd., a wholly-owned subsidiary of Valleyview Petroleum Ltd.

Also effective August 5, 2016, pursuant to a Share Purchase and Sale Agreement dated August 4, 2016, Crescent Point Energy Corp. subsequently acquired all of the issued and outstanding shares of 1984237 Alberta Ltd.

Also effective August 5, 2016, pursuant to a Contribution Agreement and a General Conveyance, both dated August 5, 2016, 1984237 Alberta Ltd. subsequently conveyed all of its 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 5, 2016, the Address for Service for 1984237 Alberta Ltd. is:

1984237 Alberta Ltd.
c/o Crescent Point Resources Partnership
2000, 585 – 8 Ave. SW
Calgary, AB T2P 1G1

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 affected by this transaction will be sent to third parties in the near future.

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



Suzanne Stahl
Manager, Mineral Land A&D

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made at 9:59 a.m. (Calgary time) on the 4th day of August, 2016.

BETWEEN:

VALLEYVIEW PETROLEUMS LTD., a body corporate incorporated pursuant to the laws of the Province of Saskatchewan (the **Transferor**)

- and -

1984237 ALBERTA LTD., a body corporate incorporated pursuant to the laws of the Province of Alberta (the **Transferee**)

WHEREAS pursuant to the provisions of an asset transfer agreement dated August 4, 2016 between Transferor and Transferee (the **Transfer Agreement**), Transferor agreed to sell, convey and transfer to Transferee the entire right, title, estate and interest of Transferor in and to the "Assets", as that term is defined in the Transfer Agreement, and Transferee agreed to receive and accept the Assets from Transferor, subject to the terms and conditions set forth in the Transfer Agreement;

NOW THEREFORE THIS GENERAL CONVEYANCE WITNESSES that Transferor and Transferee agree as follows:

1. **Definitions**

Unless otherwise defined in this General Conveyance, capitalized words when used in this General Conveyance have the meaning ascribed to them in the Transfer Agreement.

2. **Conveyance**

Pursuant to and for the consideration provided for in the Transfer Agreement, Transferor hereby sells, assigns, transfers, conveys and sets over to Transferee, Transferors' entire right, title, estate and interest in and to the Assets, and Transferee hereby receives and accepts the Assets, to have and to hold the same absolutely, together with all benefits and advantages to be derived therefrom, subject to the terms and conditions of the Transfer Agreement.

3. **Effective Time**

This General Conveyance shall be effective as of the date and time first written above.

4. **Subordinate Documents**

This General Conveyance is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Transfer Agreement and the provisions of the Transfer Agreement shall prevail and govern in the event of a conflict between the provisions of the Transfer Agreement and this General Conveyance.

5. **Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of the parties hereto and their respective administrators, trustees, receivers, successors and permitted assigns.

6. **Further Assurances**

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms of this General Conveyance.

7. **Merger**

Nothing contained in this General Conveyance shall in any way result in a merger of the terms and conditions of the Transfer Agreement with the terms and conditions of this General Conveyance and the parties hereto specifically agree that all such terms and conditions of the Transfer Agreement shall continue to apply to the within conveyance.

8. **Governing Law**

This General Conveyance shall be governed by and construed in accordance with the laws of the Province of Alberta.

9. **Counterpart Execution**

This General Conveyance may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document. All such counterparts shall together constitute and be construed as one instrument. For avoidance of doubt, a signed counterpart provided by way of facsimile transmission or other electronic means shall be as binding upon the Parties as an originally signed counterpart.

IN WITNESS WHEREOF the parties hereto have executed this General Conveyance as of the date first written above.

VALLEYVIEW PETROLEUMS LTD.

1984237 ALBERTA LTD.

Per: Matthew J. Cuyler
Name: Matthew Cuyler
Title: President

Per: [Signature]
Name: Dan Cuyler
Title: President

COMMON SHARES

Certificate No.
C-1

1,000
SHARES

1984237 ALBERTA LTD.

Incorporated under the Business Corporations Act (Alberta)

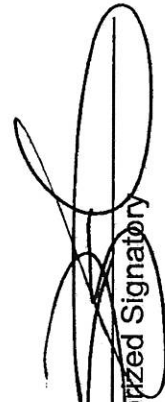
THIS CERTIFIES THAT VALLEYVIEW PETROLEUMS LTD. IS FULLY PAID AND NON-ASSESSABLE COMMON SHARES, WITH NO NOMINAL OR PAR VALUE, OF 1984237 ALBERTA LTD. A TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE SHALL NOT BE REGISTERED ON THE BOOKS OF THE CORPORATION EXCEPT UPON SURRENDER OF THIS CERTIFICATE DULY ENDORSED BY THE PROPER OFFICERS AND COMPLIANCE WITH THE REQUIREMENTS OF THE BUSINESS CORPORATIONS ACT (ALBERTA) AND THE ARTICLES OF THE CORPORATION. THE TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS RESTRICTED PURSUANT TO THE ARTICLES OF THE CORPORATION.

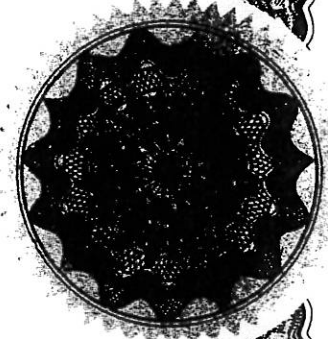
THIS CERTIFIES THAT VALLEYVIEW PETROLEUMS LTD. is the registered holder of 1,000

fully paid and non-assessable Common Shares, with no nominal or par value, of 1984237 Alberta Ltd. A transfer of the shares represented by this certificate shall not be registered on the books of the Corporation except upon surrender of this certificate duly endorsed by the proper officers and compliance with the requirements of the Business Corporations Act (Alberta) and the Articles of the Corporation. The transfer of the shares represented by this certificate is restricted pursuant to the Articles of the Corporation.

IN WITNESS WHEREOF the Corporation has caused this certificate to be signed by its duly authorized officer.

Dated: August 5, 2016.


Authorized Signatory



For Value Received, Valleyview Petroleum Ltd. hereby sell,
assign and transfer unto Crescent Point Energy Corp.
One Thousand (1,000) Common Shares
represented by the within Certificate, and do hereby
irrevocably constitute and appoint _____

_____ Attorney
to transfer the said Shares on the books of the within named
Corporation with full power of substitution in the premises.

Date August 5, 2016

In presence of
M. D. Jenc

Matthew J. Jenc

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST
CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF
THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION
OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made at 10:01 a.m. (Calgary time) on the 5th day of August, 2016.

BETWEEN:

1984237 ALBERTA LTD., a body corporate incorporated pursuant to the laws of the Province of Alberta (the **Transferor**)

- and -

CRESCENT POINT RESOURCES PARTNERSHIP, by its Managing Partner, Crescent Point Energy Corp. (the **Transferee**)

WHEREAS pursuant to the provisions of a contribution agreement dated August 5, 2016 between Transferor and Transferee (the **Contribution Agreement**), Transferor agreed to contribute to Transferee the entire right, title, estate and interest of Transferor in and to the "Assets", as that term is defined in the Contribution Agreement, and Transferee agreed to receive and accept the Assets from Transferor, subject to the terms and conditions set forth in the Contribution Agreement;

NOW THEREFORE THIS GENERAL CONVEYANCE WITNESSES that Transferor and Transferee agree as follows:

1. **Definitions**

Unless otherwise defined in this General Conveyance, capitalized words when used in this General Conveyance have the meaning ascribed to them in the Contribution Agreement.

2. **Conveyance**

Pursuant to and for the consideration provided for in the Contribution Agreement, Transferor hereby assigns, transfers, conveys and sets over to Transferee, Transferors' entire right, title, estate and interest in and to the Assets, and Transferee hereby receives and accepts the Assets, to have and to hold the same absolutely, together with all benefits and advantages to be derived therefrom, subject to the terms and conditions of the Contribution Agreement.

3. **Effective Time**

This General Conveyance shall be effective as of the date and time first written above.

4. **Subordinate Documents**

This General Conveyance is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Contribution Agreement and the provisions of the Contribution Agreement shall prevail and govern in the event of a conflict between the provisions of the Contribution Agreement and this General Conveyance.

5. **Enurement**

This General Conveyance shall be binding upon and shall enure to the benefit of the parties hereto and their respective administrators, trustees, receivers, successors and permitted assigns.

6. Further Assurances

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms of this General Conveyance.

7. Merger

Nothing contained in this General Conveyance shall in any way result in a merger of the terms and conditions of the Contribution Agreement with the terms and conditions of this General Conveyance and the parties hereto specifically agree that all such terms and conditions of the Contribution Agreement shall continue to apply to the within conveyance.

8. Governing Law

This General Conveyance shall be governed by and construed in accordance with the laws of the Province of Alberta.

9. Counterpart Execution

This General Conveyance may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document. All such counterparts shall together constitute and be construed as one instrument. For avoidance of doubt, a signed counterpart provided by way of facsimile transmission or other electronic means shall be as binding upon the Parties as an originally signed counterpart.

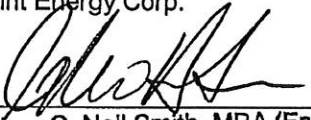
[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have executed this General Conveyance as of the date first written above.


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

1984237 ALBERTA LTD.

Per:


Name: C. Neil Smith, MBA (Fnce), P.Eng.
Title: Chief Operating Officer
Crescent Point Energy Corp.

Per:


Name: C. Neil Smith, MBA (Fnce), P.Eng.
Title: Chief Operating Officer
Crescent Point Energy Corp.

[Signature page to General Conveyance]