

# Update Plan of Arrangement - No Amendment - Proof of Filing

**Alberta Amendment Date: 2012/06/20**

**Service Request Number:** 18165683

**Corporate Access Number:** 2014896829

**Legal Entity Name:** CUTPICK ENERGY INC.

**Legal Entity Status:** Active

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## Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2009/09/10
Statutory Declaration	10000806102606471	2009/09/10
Other Rules or Provisions	ELECTRONIC	2009/09/10
Articles/Plan of Arrangement/Court Order	10000906102606239	2012/06/20

**Registration Authorized By:** LOUISE LEE  
SOLICITOR

10000906102606239

Articles Of Arrangement

Business Corporations Act  
Section 193

<b>1. Name of Corporation</b>  CUTPICK ENERGY INC.	<b>2. Corporate Access Number</b>  2014896829
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**3. In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:**

In accordance with the Order of the Court of Queen's Bench of Alberta dated June 19, 2012, a copy of which is attached hereto as Schedule "A", approving the Plan of Arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "B", involving Cutpick Energy Inc., Crescent Point Energy Corp., 1677275 Alberta ULC and the shareholders of Cutpick Energy Inc., shall be effected upon the filing hereof.



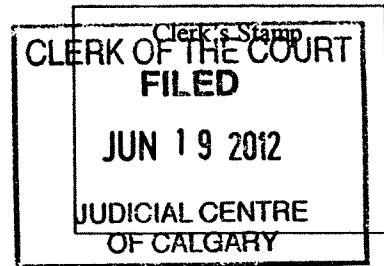
A handwritten signature in black ink, appearing to be "Robert L. Chaisson".

**Robert L. Chaisson**  
 \_\_\_\_\_  
 Name of Person Authorizing (please print)  
  
**President and Chief Executive Officer**  
 \_\_\_\_\_  
 Title (please print)

\_\_\_\_\_  
 Identification  
  
**June 20, 2012**  
 \_\_\_\_\_  
 Date

**SCHEDULE "A"**

COURT FILE NUMBER 1201 - 06233  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA  
 JUDICIAL CENTRE CALGARY  
 APPLICANT CUTPICK ENERGY INC.



**IN THE MATTER OF** Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended

**AND IN THE MATTER OF** a proposed arrangement involving Cutpick Energy Inc., Crescent Point Energy Corp., 1677275 Alberta ULC and the holders of common shares of Cutpick Energy Inc.

DOCUMENT **ORDER**

ADDRESS FOR SERVICE  
 AND CONTACT  
 INFORMATION OF PARTY  
 FILING THIS DOCUMENT

**BORDEN LADNER GERVAIS LLP**  
 Centennial Place, East Tower  
 1900, 520 - 3<sup>rd</sup> Avenue S.W.  
 Calgary, Alberta T2P 0R3  
 Telephone: (403) 232-9500  
 Facsimile: (403) 266-1395

Attention: David T. Madsen

File No. 438047/000025

I hereby certify this to be a true copy of  
 the original Order  
 Dated this 19 day of June 2012  
[Signature]  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: **JUNE 19, 2012**

NAME OF JUDGE WHO MADE THIS ORDER: **JUSTICE C.A. KENT**

**UPON** the Originating Application (the "**Application**") of Cutpick Energy Inc. ("**Cutpick**") pursuant to Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "**ABCA**");

**AND UPON** reading the Application and the affidavits of James (Pep) Lough, Vice President, Finance and Chief Financial Officer of Cutpick, sworn on May 17, 2012 and June 19, 2012, and the documents referred to therein;

**AND UPON** hearing counsel for Cutpick;

**AND UPON** it appearing that the special meeting (the "**Meeting**") of the holders of common shares of Cutpick ("**Cutpick Shareholders**") was called and conducted in accordance with the terms of the Interim Order of this Honourable Court dated May 18, 2012 (the "**Interim Order**");

**AND UPON** it appearing that the required quorum was present at the Meeting and the Cutpick Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the Interim Order;

**AND UPON** noting that the Executive Director of the Alberta Securities Commission (the "Executive Director") has been served with notice of this Application as required by subsection 193(8) of the ABCA and that the Executive Director neither consents to nor opposes this Application;

**AND UPON** being advised by counsel to Cutpick that no notices of intention to appear were filed in respect of this Application;

**AND UPON** it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any provision of the ABCA other than Section 193 of the ABCA;

**AND UPON** being advised that the approval of the Arrangement by this Honourable Court will have the effect of providing the basis for an exemption from the registration requirements 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 Energy Corp. ("Crescent Point") issuable to the Cutpick Shareholders pursuant to the Arrangement;

**AND UPON** being satisfied, based on the evidence presented, that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the Cutpick Shareholders and that the Arrangement ought to be approved;

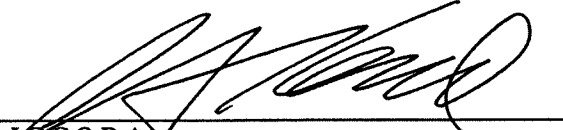
**FOR THE PURPOSES OF THIS ORDER:**

- (a) all capitalized terms not defined in this Order shall have the meanings attributed to them in the plan of arrangement (the "Plan of Arrangement"), a copy of which is attached as Schedule "A" to the arrangement agreement dated as of May 2, 2012 between Cutpick and Crescent Point, a copy of which is attached as Appendix A to the management information circular of Cutpick dated May 23, 2012, a copy of which is attached as Exhibit "A" to the affidavit of James (Pep) Lough sworn June 19, 2012;
- (b) all references to "Arrangement" used herein mean the arrangement proposed by Cutpick, as set forth in the Plan of Arrangement;

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. The Arrangement is hereby approved by this Honourable Court under Section 193 of the ABCA and 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 the registered and beneficial Cutpick Securityholders, Crescent Point, Cutpick, Acquisitionco, Amalco and all other persons.

2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, both substantively and procedurally, to the Cutpick Shareholders and all other affected parties.
3. The Articles of Arrangement with respect to the Arrangement may be filed pursuant to Section 193 of the ABCA on such date as Cutpick, Crescent Point and Acquisitionco may determine.
4. The service of notice of this Application, the notice in respect of the Meeting and of the Interim Order is hereby deemed good and sufficient. Service of this Order shall be made on all such persons who appeared on this Application, either by counsel or in person, but is otherwise dispensed with.
5. Cutpick, Crescent Point, Acquisitionco and Amalco, or any of them, shall be entitled at any time to seek leave to vary this Order, or to seek the advice and direction of this Honourable Court as to the implementation of this Order, on notice to the other parties and the Executive Director.



J.C.C.Q.B.A.

**SCHEDULE "B"**

**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 the common shares in the capital of Acquisitionco;
  - (d) **"Amalco"** means the corporation resulting from the amalgamation of Acquisitionco and Cutpick pursuant to subsection 3.1(e) hereof;
  - (e) **"Arrangement", "herein", "hereof", "hereunder"** and similar expressions mean and refer to the arrangement involving Crescent Point, Acquisitionco, Cutpick and the Cutpick Shareholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
  - (f) **"Arrangement Agreement"** means the arrangement agreement dated May [1], 2012 between Crescent Point and Cutpick with respect to the Arrangement, and all amendments thereto;
  - (g) **"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;
  - (h) **"Business Day"** means a day other than a Saturday, Sunday or a day when banks in the City of Calgary, Alberta are not generally open for business;
  - (i) **"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;
  - (j) **"Court"** means the Court of Queen's Bench of Alberta;
  - (k) **"Crescent Point"** means Crescent Point Energy Corp., a corporation existing under the laws of the Province of Alberta;
  - (l) **"Crescent Point Shares"** means the common shares in the capital of Crescent Point;
  - (m) **"Cutpick"** means Cutpick Energy Inc., a corporation existing under the laws of the Province of Alberta;
  - (n) **"Cutpick Information Circular"** means the management proxy circular of Cutpick to be sent by Cutpick to the Cutpick Shareholders in connection with the Cutpick Meeting;



- (o) **"Cutpick Meeting"** means the special meeting of Cutpick Shareholders to be held to consider the Arrangement and any adjournments thereof;
- (p) **"Cutpick Optionholders"** means the holders from time to time of outstanding Cutpick Options;
- (q) **"Cutpick Options"** means the outstanding stock options, whether or not vested, to acquire Cutpick Shares granted pursuant to the Cutpick Stock Option Plan;
- (r) **"Cutpick Securityholders"** means, collectively, the Cutpick Optionholders, the Cutpick Shareholders and the Cutpick Warrantholders;
- (s) **"Cutpick Shareholders"** means the holders from time to time of issued and outstanding Cutpick Shares;
- (t) **"Cutpick Shares"** means the common shares in the capital of Cutpick;
- (u) **"Cutpick Stock Option Plan"** means the stock option plan of Cutpick dated effective November 26, 2009;
- (v) **"Cutpick Warrantholders"** means the holders from time to time of outstanding Cutpick Warrants;
- (w) **"Cutpick Warrants"** means the outstanding performance warrants to acquire Cutpick Shares;
- (x) **"Depository"** means a trust company licensed to carry on business in the Province of Alberta at its principal office in Calgary, Alberta;
- (y) **"Dissent Rights"** means the right of a registered Cutpick Shareholder to dissent to the resolution approving the Arrangement and to be paid by Cutpick the fair value of the securities in respect of which the Cutpick Shareholder dissents, all in accordance with Section 191 of the ABCA, the Interim Order and Article 4 hereof;
- (z) **"Dissenting Shareholders"** means the registered Cutpick Shareholders who validly exercise their Dissent Rights and **"Dissenting Shareholder"** means any one of them;
- (aa) **"Effective Date"** means the date the Arrangement becomes effective pursuant to the ABCA;
- (bb) **"Effective Time"** means the time the Arrangement becomes effective on the Effective Date pursuant to the ABCA;
- (cc) **"Exchange Ratio"** means 0.14 of a Crescent Point Share for each Cutpick Share;
- (dd) **"Exchanging Cutpick Shareholders"** means Cutpick 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 order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA in respect of Cutpick, 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 pursuant to subsection 193(4) of the ABCA, containing declarations and directions with

respect to the Arrangement and the holding of the Cutpick 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 Cutpick Information Circular to be delivered to Cutpick Shareholders in connection with the Arrangement;
- (hh) **"Non-Resident Shareholder"** means a Cutpick 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 the terms hereof or Section 7.1 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, sections, subsections, paragraphs and subparagraphs 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, sections, subsections, paragraphs and subparagraphs are to articles, sections, subsections, paragraphs and subparagraphs 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 Cutpick Securityholders; (b) Crescent Point; (c) Cutpick; (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, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided herein:

- (a) the Cutpick 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 Cutpick (free and clear of any liens, claims, encumbrances, charges, adverse interests and security interests of any nature or kind whatsoever) and shall be cancelled and cease to be outstanding and, as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Cutpick Shareholders, other than the right to be paid the fair value of their Cutpick Shares in accordance with the Dissent Rights;
- (b) all outstanding Cutpick Options shall be terminated without any payment or compensation therefor, and Cutpick shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (c) all outstanding Cutpick Warrants shall be terminated without any payment or compensation therefor, and Cutpick shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (d) each Cutpick Share held by an Exchanging Cutpick Shareholder shall be transferred to Crescent Point (free and clear of any liens, claims, encumbrances, charges, adverse interests and security interests of any nature or kind whatsoever) in exchange for that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Cutpick Share so transferred; and
- (e) Acquisitionco and Cutpick 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 Cutpick 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 common 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 Cutpick 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 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 Cutpick 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 Cutpick;
  - (C) any existing cause of action, claim or liability to prosecution of Acquisitionco or Cutpick shall be unaffected;
  - (D) any civil, criminal or administrative action or proceeding pending by or against Acquisitionco or Cutpick 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 Cutpick 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 Cutpick Share (other than Cutpick Shares held by Crescent Point) shall be cancelled and in consideration therefor the Cutpick Shareholder shall receive that portion of a fully paid and non-

assessable Crescent Point Share equal to the Exchange Ratio in respect of each Cutpick 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 common share in the capital of Amalco in respect of each Acquisitionco Share; and
- (C) the issued and outstanding Cutpick Shares held by Crescent Point shall be cancelled and in consideration therefor Crescent Point shall receive an equal number of fully paid and non-assessable common shares in the capital of Amalco.

**3.2** Crescent Point, Cutpick and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in section 3.1.

**3.3** With respect to each Exchanging Cutpick Shareholder at the Effective Time, upon the transfer of each Cutpick Share pursuant to subsection 3.1(d):

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

**3.4** With respect to each Cutpick Shareholder (other than Crescent Point, Exchanging Cutpick Shareholders and Dissenting Shareholders) at the Effective Time, upon the cancellation of each Cutpick Share pursuant to subparagraph 3.1(e)(xiii)(A):

- (a) each holder of a Cutpick Share shall cease to be a holder of the Cutpick Share so cancelled and the name of such holder shall be removed from the register of holders of Cutpick Shares as it relates to the Cutpick 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 subparagraph 3.1(e)(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 and the Depositary shall be entitled to deduct and withhold from any consideration deliverable pursuant to this Plan of Arrangement such amounts as Crescent Point or the Depositary are required to deduct and withhold under the Tax Act, the United States Internal Revenue Code of 1986, or any provision of provincial, state, local or foreign tax law, in each case as amended. Crescent Point 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 portion of the consideration otherwise deliverable to such holder as is necessary to provide sufficient funds to Crescent Point or the Depositary, as the case may be, to enable them to comply with such deduction or withholding requirement, and shall notify the holder thereof 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 consideration so sold or disposed of. To the extent such consideration is so sold or disposed of, such consideration so sold or disposed of, shall be treated for all purposes as having been issued to the holder of the property in respect of which such sale or disposition was made, provided that the net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. Neither Crescent Point nor the Depositary shall be obligated to seek or obtain a minimum price for any consideration 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 Cutpick 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 Cutpick 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 Cutpick 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 Exchanging Cutpick 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).

#### **ARTICLE 4 DISSENTING SHAREHOLDERS**

- 4.1** Each registered holder of Cutpick Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Cutpick Shares and shall only be entitled to be paid by Cutpick out of its own separate funds the fair value of the holder's Cutpick Shares. A Dissenting Shareholder who is paid the fair value of the holder's Cutpick Shares shall be deemed to have transferred the holder's Cutpick Shares to Cutpick at the Effective Time, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's Cutpick Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Cutpick Shares who is not an Exchanging Cutpick Shareholder, notwithstanding the provisions of Section 191 of the ABCA. The fair value of the Cutpick 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 Cutpick Shares at the Cutpick Meeting; but in no event shall Crescent Point, Cutpick or Amalco be required to recognize such Dissenting Shareholder as a shareholder of Crescent Point, Cutpick or Amalco, respectively, after the Effective Time and the names of such holders shall be removed from the applicable Cutpick register of shareholders 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 in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

#### **ARTICLE 5 OUTSTANDING CERTIFICATES AND FRACTIONAL SHARES**

- 5.1** From and after the Effective Time, certificates formerly representing Cutpick Shares shall represent only the right to receive the consideration to which the former Cutpick Shareholders are entitled under the 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, to receive the fair value of the Cutpick Shares represented by such certificates.

**5.2** Crescent Point shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Cutpick Shareholder of a duly completed Letter of Transmittal and the certificates representing such Cutpick Shares either:

- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former Cutpick Shareholder at the address specified in the Letter of Transmittal; or
- (b) if requested by such former Cutpick 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 Cutpick Shareholder under the Arrangement.

**5.3** If any share certificate which immediately prior to the Effective Time represented an interest in outstanding Cutpick Shares that were converted, transferred or cancelled pursuant to section 3.1 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 Depository 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 Crescent Point and its transfer agent, which bond is in form and substance satisfactory to Crescent Point and its transfer agent, or shall otherwise indemnify Crescent Point 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.

**5.4** All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Plan of Arrangement but for which a share certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All monies received by the Depository may be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. Subject to section 5.5, the Depository 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 Depository in such form as the Depository may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.

**5.5** Subject to any applicable law relating to unclaimed property, any share certificate formerly representing Cutpick Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the day that is five years from the Effective Date, or such shorter period that is required under applicable law, shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Cutpick 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.

**5.6** No fractional Crescent Point Shares will be issued. In the event that a former Cutpick Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such former Cutpick 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 Cutpick Shares registered in the name of or beneficially held by such former Cutpick Shareholder or their nominee shall be aggregated.

#### **ARTICLE 6 AMENDMENTS**

- 6.1** Crescent Point and Cutpick 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 Cutpick Meeting, approved by the Court; and (c) communicated to the Cutpick 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 Cutpick at any time prior to or at the Cutpick Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Cutpick 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 Cutpick Meeting shall be effective only if: (a) it is consented to by each of Crescent Point and Cutpick; and (b) if required by the Court or applicable law, it is consented to by the Cutpick 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, Cutpick, or any former Cutpick Shareholders.



## GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made effective as of the 20th day of June, 2012.

BETWEEN:

**CUTPICK ENERGY ULC**, an unlimited liability corporation formed under 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 dated effective June 20, 2012 between the Transferor and the Transferee;
- (b) "**Assets**" means the Hydrocarbon Interests, the Miscellaneous Interests and the Tangibles Interests and excludes the Excluded Assets;
- (c) "**Excluded Assets**" means any seismic data or information owned by the Transferor at the time of Closing;
- (d) "**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;
- (e) "**Hydrocarbon Interests**" means all of the Transferor's rights and interests in and in respect of the Leases and the Lands;
- (f) "**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;
- (g) "**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;
- (h) "**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;

- (i) **"Miscellaneous Interests"** means all of the rights and interests of the Transferor in all property, assets and rights pertaining to either the Hydrocarbon Interests, the Tangibles Interests, the Leases and the Lands, including, without limitation, all of the rights and interests of the Transferor in:
  - (i) all contracts, agreements and documents relating to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the same have been pooled or unitized), the Tangibles Interests and any rights in relation thereto;
  - (ii) all subsisting rights to enter upon, use and occupy the surface of any of the Lands (or any lands with which the same have been pooled or unitized), or any lands upon which any of the Tangibles are situated, or any lands to be traversed in order to gain access to any of the Lands or any of the Tangibles;
  - (iii) all well, pipeline and other permits, licenses and authorization relating to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the same have been, pooled or unitized) or the Tangibles;
  - (iv) all Hydrocarbon Substances in the course of production from the Lands (or any lands with which the same have been pooled or unitized) but not at the Effective Time beyond the wellhead;
  - (v) all producing, suspended, shut-in, capped, abandoned, water source, observation, disposal, storage, injection or other wells located in, upon or bottoming under the Lands or otherwise relating to the Transferor's operations in relation thereto, and all casing in such wells; and
  - (vi) all books, records, files, reports, studies, maps, and logs pertaining to the Hydrocarbon Interests, the Leases, the Lands (or any lands with which the Lands have been pooled or unitized) or the Tangibles;
- (j) **"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
- (k) **"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, assigns, transfers, and conveys

the Assets to the Transferee, and the Transferee purchases and accepts the Assets from the Transferor, TO HAVE AND TO HOLD the same 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.

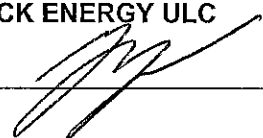
**6. Further Assurances**

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.

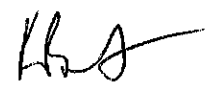
**CUTPICK ENERGY ULC**

Per: \_\_\_\_\_



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

Per: \_\_\_\_\_



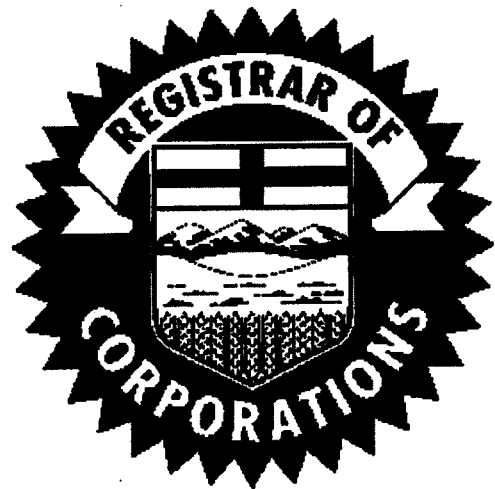
**CORPORATE ACCESS NUMBER: 2016852762**

**Government  
of Alberta ■**

**BUSINESS CORPORATIONS ACT**

**CERTIFICATE  
OF  
AMALGAMATION**

**CUTPICK ENERGY ULC  
IS THE RESULT OF AN AMALGAMATION FILED ON 2012/06/20.**



**Articles of Amalgamation  
For  
CUTPICK ENERGY ULC**

**Share Structure:** THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF COMMON SHARES

**Share Transfers Restrictions:** NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.

**Number of Directors:**

**Min Number of Directors:** 1

**Max Number of Directors:** 10

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS PART OF THE ARTICLES OF THE CORPORATION.

**Registration Authorized By: LOUISE LEE  
SOLICITOR**

THIS SCHEDULE IS INCORPORATED INTO  
AND FORMS PART OF THE ARTICLES OF  
CUTPICK ENERGY ULC (the "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. Subject to the Business Corporations Act (Alberta), the board of directors may, between annual general meetings of shareholders, appoint one or more additional directors of the Unlimited Liability Corporation to serve until the next annual general meeting of shareholders.
3. No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors by resolution.

# Alberta

MUNICIPAL AFFAIRS  
Registries

## Articles of Amalgamation

1. NAME OF AMALGAMATED CORPORATION <b>CUTPICK ENERGY ULC</b>	2. CORPORATE ACCESS NUMBER 2016852762
---	--

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 the Articles of the Corporation.

8. NAME OF AMALGAMATING CORPORATIONS Cutpick Energy Inc. 1677275 Alberta ULC	CORPORATE ACCESS NUMBER 2014896829 2016772754
--	---

9. DATE 20/06/2012	SIGNATURE <i>[Signature]</i>	TITLE Vice President, Finance and Treasurer
FOR DEPARTMENTAL USE ONLY	FILED JUN 20 2012 Borden Ladner Gervais LLP (Coporate Services Dept.)	

**THIS SCHEDULE IS INCORPORATED INTO  
AND FORMS PART OF THE ARTICLES OF  
CUTPICK ENERGY ULC (the "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. Subject to the *Business Corporations Act* (Alberta), the board of directors may, between annual general meetings of shareholders, appoint one or more additional directors of the Unlimited Liability Corporation to serve until the next annual general meeting of shareholders.
3. No securities of the Corporation, other than non-convertible debt securities, shall be transferred to any person without the approval of the Board of Directors by resolution.





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# Articles Of Arrangement

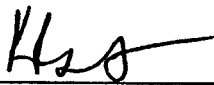
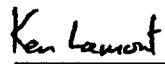
Business Corporations Act  
Section 193

1. Name of Corporation	2. Corporate Access Number
CUTPICK ENERGY ULC	2016852762

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

These Articles of Arrangement are filed pursuant to Section 193(10) of the *Business Corporations Act (Alberta)* in accordance with the order of the Court of Queen's Bench of Alberta dated June 19, 2012 approving the arrangement pursuant to Section 193 of the *Business Corporations Act (Alberta)*, a copy of which is attached hereto as Schedule "A", and the Plan of Arrangement, a copy of which is attached hereto as Schedule "B" (which schedules are incorporated into and form a part hereof), involving Cutpick Energy Inc, Crescent Point Energy Corp., 1677275 Alberta ULC and the shareholders of Cutpick Energy Inc.

The Plan of Arrangement does not effect any amendment to the Articles of the Corporation, other than as a result of the amalgamation of Cutpick Energy Inc. and 1677275 Alberta ULC, which forms part of the Plan of Arrangement.

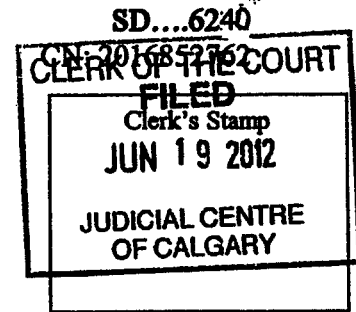
 Name of Person Authorizing (please print)	 Signature
Vice President, Finance and Treasurer Title (please print)	Jul 20, 2012 Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

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CN: 2016852762

**SCHEDULE "A"**

COURT FILE NUMBER 1201 - 06233  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT CUTPICK ENERGY INC.



IN THE MATTER OF Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended

AND IN THE MATTER OF a proposed arrangement involving Cutpick Energy Inc., Crescent Point Energy Corp., 1677275 Alberta ULC and the holders of common shares of Cutpick Energy Inc.

DOCUMENT ORDER

I hereby certify this to be a true copy of

the original Order

Dated this 19 day of June 2012

[Signature]  
for Clerk of the Court

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**BORDEN LADNER GERVAIS LLP**  
Centennial Place, East Tower  
1900, 520 - 3<sup>rd</sup> Avenue S.W.  
Calgary, Alberta T2P 0R3  
Telephone: (403) 232-9500  
Facsimile: (403) 266-1395

Attention: David T. Madsen

File No. 438047/000025

DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 19, 2012

NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE C.A. KENT

UPON the Originating Application (the "Application") of Cutpick Energy Inc. ("Cutpick") pursuant to Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "ABCA");

AND UPON reading the Application and the affidavits of James (Pep) Lough, Vice President, Finance and Chief Financial Officer of Cutpick, sworn on May 17, 2012 and June 19, 2012, and the documents referred to therein;

AND UPON hearing counsel for Cutpick;

AND UPON it appearing that the special meeting (the "Meeting") of the holders of common shares of Cutpick ("Cutpick Shareholders") was called and conducted in accordance with the terms of the Interim Order of this Honourable Court dated May 18, 2012 (the "Interim Order");

**AND UPON** it appearing that the required quorum was present at the Meeting and the Cutpick Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the Interim Order;

**AND UPON** noting that the Executive Director of the Alberta Securities Commission (the "Executive Director") has been served with notice of this Application as required by subsection 193(8) of the ABCA and that the Executive Director neither consents to nor opposes this Application;

**AND UPON** being advised by counsel to Cutpick that no notices of intention to appear were filed in respect of this Application;

**AND UPON** it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any provision of the ABCA other than Section 193 of the ABCA;

**AND UPON** being advised that the approval of the Arrangement by this Honourable Court will have the effect of providing the basis for an exemption from the registration requirements 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 Energy Corp. ("Crescent Point") issuable to the Cutpick Shareholders pursuant to the Arrangement;

**AND UPON** being satisfied, based on the evidence presented, that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the Cutpick Shareholders and that the Arrangement ought to be approved;

**FOR THE PURPOSES OF THIS ORDER:**

- (a) all capitalized terms not defined in this Order shall have the meanings attributed to them in the plan of arrangement (the "Plan of Arrangement"), a copy of which is attached as Schedule "A" to the arrangement agreement dated as of May 2, 2012 between Cutpick and Crescent Point, a copy of which is attached as Appendix A to the management information circular of Cutpick dated May 23, 2012, a copy of which is attached as Exhibit "A" to the affidavit of James (Pep) Lough sworn June 19, 2012;
- (b) all references to "Arrangement" used herein mean the arrangement proposed by Cutpick, as set forth in the Plan of Arrangement;

**IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. The Arrangement is hereby approved by this Honourable Court under Section 193 of the ABCA and 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 the registered and beneficial Cutpick Securityholders, Crescent Point, Cutpick, Acquisitionco, Amalco and all other persons.

2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, both substantively and procedurally, to the Cutpick Shareholders and all other affected parties.
3. The Articles of Arrangement with respect to the Arrangement may be filed pursuant to Section 193 of the ABCA on such date as Cutpick, Crescent Point and Acquisitionco may determine.
4. The service of notice of this Application, the notice in respect of the Meeting and of the Interim Order is hereby deemed good and sufficient. Service of this Order shall be made on all such persons who appeared on this Application, either by counsel or in person, but is otherwise dispensed with.
5. Cutpick, Crescent Point, Acquisitionco and Amalco, or any of them, shall be entitled at any time to seek leave to vary this Order, or to seek the advice and direction of this Honourable Court as to the implementation of this Order, on notice to the other parties and the Executive Director.

  
\_\_\_\_\_  
J.C.C.Q.B.A.

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CN: 2016852762

**SCHEDULE "B"**

**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 the common shares in the capital of Acquisitionco;
- (d) **"Amalco"** means the corporation resulting from the amalgamation of Acquisitionco and Cutpick pursuant to subsection 3.1(e) hereof;
- (e) **"Arrangement", "herein", "hereof", "hereunder"** and similar expressions mean and refer to the arrangement involving Crescent Point, Acquisitionco, Cutpick and the Cutpick Shareholders pursuant to section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
- (f) **"Arrangement Agreement"** means the arrangement agreement dated May [1], 2012 between Crescent Point and Cutpick with respect to the Arrangement, and all amendments thereto;
- (g) **"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;
- (h) **"Business Day"** means a day other than a Saturday, Sunday or a day when banks in the City of Calgary, Alberta are not generally open for business;
- (i) **"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;
- (j) **"Court"** means the Court of Queen's Bench of Alberta;
- (k) **"Crescent Point"** means Crescent Point Energy Corp., a corporation existing under the laws of the Province of Alberta;
- (l) **"Crescent Point Shares"** means the common shares in the capital of Crescent Point;
- (m) **"Cutpick"** means Cutpick Energy Inc., a corporation existing under the laws of the Province of Alberta;
- (n) **"Cutpick Information Circular"** means the management proxy circular of Cutpick to be sent by Cutpick to the Cutpick Shareholders in connection with the Cutpick Meeting;

- (o) **"Cutpick Meeting"** means the special meeting of Cutpick Shareholders to be held to consider the Arrangement and any adjournments thereof;
- (p) **"Cutpick Optionholders"** means the holders from time to time of outstanding Cutpick Options;
- (q) **"Cutpick Options"** means the outstanding stock options, whether or not vested, to acquire Cutpick Shares granted pursuant to the Cutpick Stock Option Plan;
- (r) **"Cutpick Securityholders"** means, collectively, the Cutpick Optionholders, the Cutpick Shareholders and the Cutpick Warrantholders;
- (s) **"Cutpick Shareholders"** means the holders from time to time of issued and outstanding Cutpick Shares;
- (t) **"Cutpick Shares"** means the common shares in the capital of Cutpick;
- (u) **"Cutpick Stock Option Plan"** means the stock option plan of Cutpick dated effective November 26, 2009;
- (v) **"Cutpick Warrantholders"** means the holders from time to time of outstanding Cutpick Warrants;
- (w) **"Cutpick Warrants"** means the outstanding performance warrants to acquire Cutpick Shares;
- (x) **"Depository"** means a trust company licensed to carry on business in the Province of Alberta at its principal office in Calgary, Alberta;
- (y) **"Dissent Rights"** means the right of a registered Cutpick Shareholder to dissent to the resolution approving the Arrangement and to be paid by Cutpick the fair value of the securities in respect of which the Cutpick Shareholder dissents, all in accordance with Section 191 of the ABCA, the Interim Order and Article 4 hereof;
- (z) **"Dissenting Shareholders"** means the registered Cutpick Shareholders who validly exercise their Dissent Rights and **"Dissenting Shareholder"** means any one of them;
- (aa) **"Effective Date"** means the date the Arrangement becomes effective pursuant to the ABCA;
- (bb) **"Effective Time"** means the time the Arrangement becomes effective on the Effective Date pursuant to the ABCA;
- (cc) **"Exchange Ratio"** means 0.14 of a Crescent Point Share for each Cutpick Share;
- (dd) **"Exchanging Cutpick Shareholders"** means Cutpick 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 order of the Court approving the Arrangement pursuant to paragraph 193(9)(a) of the ABCA in respect of Cutpick, 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 pursuant to subsection 193(4) of the ABCA, containing declarations and directions with



respect to the Arrangement and the holding of the Cutpick 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 Cutpick Information Circular to be delivered to Cutpick Shareholders in connection with the Arrangement;
  - (hh) **"Non-Resident Shareholder"** means a Cutpick 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 the terms hereof or Section 7.1 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, sections, subsections, paragraphs and subparagraphs 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, sections, subsections, paragraphs and subparagraphs are to articles, sections, subsections, paragraphs and subparagraphs 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 Cutpick Securityholders; (b) Crescent Point; (c) Cutpick; (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, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided herein:
- (a) the Cutpick 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 Cutpick (free and clear of any liens, claims, encumbrances, charges, adverse interests and security interests of any nature or kind whatsoever) and shall be cancelled and cease to be outstanding and, as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as Cutpick Shareholders, other than the right to be paid the fair value of their Cutpick Shares in accordance with the Dissent Rights;
  - (b) all outstanding Cutpick Options shall be terminated without any payment or compensation therefor, and Cutpick shall have no further liabilities or obligations to the former holders thereof with respect thereto;
  - (c) all outstanding Cutpick Warrants shall be terminated without any payment or compensation therefor, and Cutpick shall have no further liabilities or obligations to the former holders thereof with respect thereto;
  - (d) each Cutpick Share held by an Exchanging Cutpick Shareholder shall be transferred to Crescent Point (free and clear of any liens, claims, encumbrances, charges, adverse interests and security interests of any nature or kind whatsoever) in exchange for that portion of a fully paid and non-assessable Crescent Point Share equal to the Exchange Ratio in respect of each Cutpick Share so transferred; and
  - (e) Acquisitionco and Cutpick 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 Cutpick 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 common 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 Cutpick 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 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 Cutpick 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 Cutpick;
    - (C) any existing cause of action, claim or liability to prosecution of Acquisitionco or Cutpick shall be unaffected;
    - (D) any civil, criminal or administrative action or proceeding pending by or against Acquisitionco or Cutpick 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 Cutpick 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 Cutpick Share (other than Cutpick Shares held by Crescent Point) shall be cancelled and in consideration therefor the Cutpick Shareholder shall receive that portion of a fully paid and non-

assessable Crescent Point Share equal to the Exchange Ratio in respect of each Cutpick 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 common share in the capital of Amalco in respect of each Acquisitionco Share; and
- (C) the issued and outstanding Cutpick Shares held by Crescent Point shall be cancelled and in consideration therefor Crescent Point shall receive an equal number of fully paid and non-assessable common shares in the capital of Amalco.

**3.2** Crescent Point, Cutpick and Amalco shall make the appropriate entries in their respective securities registers to reflect the matters referred to in section 3.1.

**3.3** With respect to each Exchanging Cutpick Shareholder at the Effective Time, upon the transfer of each Cutpick Share pursuant to subsection 3.1(d):

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

**3.4** With respect to each Cutpick Shareholder (other than Crescent Point, Exchanging Cutpick Shareholders and Dissenting Shareholders) at the Effective Time, upon the cancellation of each Cutpick Share pursuant to subparagraph 3.1(e)(xiii)(A):

- (a) each holder of a Cutpick Share shall cease to be a holder of the Cutpick Share so cancelled and the name of such holder shall be removed from the register of holders of Cutpick Shares as it relates to the Cutpick 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 subparagraph 3.1(e)(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 and the Depositary shall be entitled to deduct and withhold from any consideration deliverable pursuant to this Plan of Arrangement such amounts as Crescent Point or the Depositary are required to deduct and withhold under the Tax Act, the United States Internal Revenue Code of 1986, or any provision of provincial, state, local or foreign tax law, in each case as amended. Crescent Point 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 portion of the consideration otherwise deliverable to such holder as is necessary to provide sufficient funds to Crescent Point or the Depositary, as the case may be, to enable them to comply with such deduction or withholding requirement, and shall notify the holder thereof 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 consideration so sold or disposed of. To the extent such consideration is so sold or disposed of, such consideration so sold or disposed of, shall be treated for all purposes as having been issued to the holder of the property in respect of which such sale or disposition was made, provided that the net proceeds of such sale or disposition, as the case may be, are actually remitted to the appropriate taxing authority. Neither Crescent Point nor the Depositary shall be obligated to seek or obtain a minimum price for any consideration 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 Cutpick 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 Cutpick 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 Cutpick 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 Exchanging Cutpick 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).

#### **ARTICLE 4 DISSENTING SHAREHOLDERS**

- 4.1** Each registered holder of Cutpick Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, at the Effective Time, cease to have any rights as a holder of Cutpick Shares and shall only be entitled to be paid by Cutpick out of its own separate funds the fair value of the holder's Cutpick Shares. A Dissenting Shareholder who is paid the fair value of the holder's Cutpick Shares shall be deemed to have transferred the holder's Cutpick Shares to Cutpick at the Effective Time, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's Cutpick Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Cutpick Shares who is not an Exchanging Cutpick Shareholder, notwithstanding the provisions of Section 191 of the ABCA. The fair value of the Cutpick 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 Cutpick Shares at the Cutpick Meeting; but in no event shall Crescent Point, Cutpick or Amalco be required to recognize such Dissenting Shareholder as a shareholder of Crescent Point, Cutpick or Amalco, respectively, after the Effective Time and the names of such holders shall be removed from the applicable Cutpick register of shareholders 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 in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

#### **ARTICLE 5 OUTSTANDING CERTIFICATES AND FRACTIONAL SHARES**

- 5.1** From and after the Effective Time, certificates formerly representing Cutpick Shares shall represent only the right to receive the consideration to which the former Cutpick Shareholders are entitled under the 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, to receive the fair value of the Cutpick Shares represented by such certificates.

**5.2** Crescent Point shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Cutpick Shareholder of a duly completed Letter of Transmittal and the certificates representing such Cutpick Shares either:

- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former Cutpick Shareholder at the address specified in the Letter of Transmittal; or
- (b) if requested by such former Cutpick 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 Cutpick Shareholder under the Arrangement.

**5.3** If any share certificate which immediately prior to the Effective Time represented an interest in outstanding Cutpick Shares that were converted, transferred or cancelled pursuant to section 3.1 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 Depository 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 Crescent Point and its transfer agent, which bond is in form and substance satisfactory to Crescent Point and its transfer agent, or shall otherwise indemnify Crescent Point 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.

**5.4** All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Plan of Arrangement but for which a share certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All monies received by the Depository may be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. Subject to section 5.5, the Depository 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 Depository in such form as the Depository may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.

**5.5** Subject to any applicable law relating to unclaimed property, any share certificate formerly representing Cutpick Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the day that is five years from the Effective Date, or such shorter period that is required under applicable law, shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Cutpick 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.

**5.6** No fractional Crescent Point Shares will be issued. In the event that a former Cutpick Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such former Cutpick 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 Cutpick Shares registered in the name of or beneficially held by such former Cutpick Shareholder or their nominee shall be aggregated.

#### **ARTICLE 6 AMENDMENTS**

- 6.1** Crescent Point and Cutpick 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 Cutpick Meeting, approved by the Court; and (c) communicated to the Cutpick 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 Cutpick at any time prior to or at the Cutpick Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Cutpick 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 Cutpick Meeting shall be effective only if: (a) it is consented to by each of Crescent Point and Cutpick; and (b) if required by the Court or applicable law, it is consented to by the Cutpick 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, Cutpick, or any former Cutpick Shareholders.

# Notice Of Directors Or Notice Of Change Of Directors

Business Corporations Act  
Sections 106, 113 and 289

**1. Name of Corporation**

**2. Alberta Corporate  
Access Number**

<b>CUTPICK ENERGY ULC</b>	2016852762
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**3. The following persons were appointed Director(s) on 2012/06/20 :**  
year / month / day

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian? Yes No
Saxberg, Scott	82 Arbour Vista Close NW, Calgary, AB T3G 5P5	Yes
Tisdale, Gregory T.	35 Citadel Crest Heath NW, Calgary, AB T3G 4W4	Yes

**4. The following persons ceased to hold office as Director(s) on N/A :**  
year / month / day

Name of Director (Last, First, Second)	Mailing Address (including postal code)

**5. As of this date, the Director(s) of the corporation are:**

Name of Director (Last, First, Second)	Mailing Address (including postal code)	Are you a resident Canadian? Yes No
Saxberg, Scott	82 Arbour Vista Close NW, Calgary, AB T3G 5P5	Yes
Tisdale, Gregory T.	35 Citadel Crest Heath NW, Calgary, AB T3G 4W4	Yes

**6. To be completed only by Alberta Corporations:**

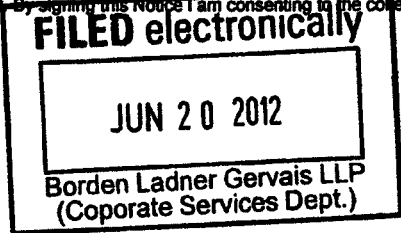
Are at least 1/4 of the members of the Board of Directors Resident Canadians?  Yes  No

  
Authorized Signature
Ken Laurent  
Name of Person Authorizing (please print)
June 20, 2012  
Date

403 693-0020  
Telephone Number (daytime)
N/A  
Identification  
(not applicable for non-profit companies)
Vice President, Finance and  
Treasurer  
Title (please print)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-7013. REG 3017 (2008/08)

I understand that the personal information on this form is being collected for the purpose of providing such information to Alberta Registries as required by the Business Corporations Act (Alberta) and for the general use and management of services provided by Norton Rose Canada LLP. The personal information will not be disclosed to any other third party, without further consent. By signing this Notice I am consenting to the collection, use and disclosure of this information by Norton Rose Canada LLP for the purposes stated.





# Notice Of Address Notice Of Change Of Address

Business Corporations Act  
Section 20

**1. Name of Corporation**

**2. Corporate Access Number**

<b>CUTPICK ENERGY ULC</b>	2016852762
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**3. Address of Registered Office (P.O. Box number can only be used by a Society)**

Street	City / Town	Province	Postal Code
400 3rd Avenue SW, Suite 3700	Calgary	AB	T2P 4H2

OR

Legal Land Description	Section Meridian	Township	Range	Meridian

**4. Records Office (P.O. Box number cannot be used)**

Street	City / Town	Province	Postal Code
400 3rd Avenue SW, Suite 3700	Calgary	AB	T2P 4H2

OR

Legal Land Description	Section Meridian	Township	Range	Meridian

**5. Address for Service by Mail (If different from Item 3)**

*NOTE: If this is a change, please read instructions carefully.*

Post Office Box Only	City / Town	Province	Postal Code
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0;"><b>FILED electronically</b></p> <p style="margin: 5px 0 0 0;">JUN 20 2012</p> <p style="margin: 0 0 0 20px;">June 29 2012</p> </div>			

*[Signature]*

Ken Lamont

Borden Ladner Gervais LLP  
(Corporate Services Dept.)

403 693-0020

N/A

via the internet Finance and Treasury

Telephone Number (daytime)

Identification  
*(not applicable for societies and non-profit companies)*

Title (please print)

I understand that the personal information on this form is being collected for the purpose of providing such information to Alberta Registries as required by the *Business Corporations Act* (Alberta) and for the general use and management of services provided by Norton Rose LLP. The personal information will not be disclosed to any other third party

# Amalgamate Alberta Corporation - Registration Statement

**Alberta Registration Date: 2012/06/20**

**Corporate Access Number: 2016852762**

**Service Request Number:** 18165902  
**Alberta Corporation Type:** Named Alberta Corporation  
**Legal Entity Name:** CUTPICK ENERGY ULC  
**French Equivalent Name:**  
**Nuans Number:** 106091029  
**Nuans Date:** 2012/06/08  
**French Nuans Number:**  
**French Nuans Date:**

## REGISTERED ADDRESS

**Street:** 400 - 3RD AVENUE S.W., SUITE 3700  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4H2

## RECORDS ADDRESS

**Street:** 400 - 3RD AVENUE S.W., SUITE 3700  
**Legal Description:**  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P 4H2

## ADDRESS FOR SERVICE BY MAIL

**Post Office Box:**  
**City:**  
**Province:**  
**Postal Code:**  
**Internet Mail ID:**

**Share Structure:** THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF COMMON SHARES

**Share Transfers Restrictions:** NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.

**Number of Directors:**

**Min Number Of Directors:** 1

**Max Number Of Directors:** 10

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS PART OF THE ARTICLES OF THE CORPORATION.

**Professional Endorsement Provided:**

**Future Dating Required:**

**Registration Date:** 2012/06/20

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**Director**

**Last Name:** SAXBERG

**First Name:** SCOTT

**Middle Name:**

**Street/Box Number:** 82 ARBOUR VISTA CLOSE N.W.

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3G 5P5

**Country:**

**Resident Canadian:** Y

**Named On Stat Dec:**

**Last Name:** TISDALE

**First Name:** GREGORY

**Middle Name:** T.

**Street/Box Number:** 35 CITADEL CREST HEATH N.W.

**City:** CALGARY

**Province:** ALBERTA

**Postal Code:** T3G 4W4

**Country:**

**Resident Canadian: Y**

**Named On Stat Dec:**

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**Amalgamating Corporation**

<b>Corporate Access Number</b>	<b>Legal Entity Name</b>
2014896829	CUTPICK ENERGY INC.
2016772754	1677275 ALBERTA ULC

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**Attachment**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded</b>
Other Rules or Provisions	ELECTRONIC	2012/06/20
Articles/Plan of Arrangement/Court Order	10000706102606240	2012/06/20

**Registration Authorized By: LOUISE LEE**  
**SOLICITOR**