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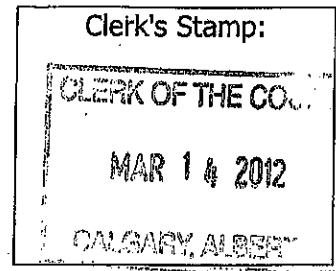
ORDER

Dated this

14 day of MARCH 2012

R. Stevens

for Clerk of the Court



COURT FILE NUMBER 1201-01689
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT **WILD STREAM EXPLORATION INC.**
RESPONDENTS Not Applicable
DOCUMENT **FINAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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File No. 67999-19/SLW

Date on Which Order Was Pronounced: Wednesday, March 14, 2012

Name of Judge Who Made This Order: Justice R. Stevens

ORDER

UPON the Application of Wild Stream Exploration Inc. ("**Wild Stream**") for approval of a proposed arrangement (the "**Arrangement**") under Section 193 of the *Business Corporations Act*, R.S.A. 2000, as amended (the "**ABCA**");

AND UPON reading the Originating Application of Wild Stream and the Affidavit of Jerry Sapieha sworn on February 14, 2012 and March 14, 2012 and the exhibits referred to therein;

AND UPON hearing counsel for Wild Stream;

AND UPON BEING ADVISED that no Notices of Intention to Appear have been filed with respect to this application;

AND UPON BEING ADVISED that the Executive Director of the Alberta Securities Commission (the "**Executive Director**") has been served with notice of this application and that the Executive Director neither consents to nor opposes this application;

AND UPON IT APPEARING that a special meeting (the "**Meeting**") of the holders ("**Wild Stream Shareholders**") of common shares (the "**Wild Stream Common Shares**") of Wild Stream was called and conducted on March 14, 2012, in accordance with the Interim Order of this Honourable Court dated February 14, 2012 (the "**Interim Order**"), that the required quorum was present at the Meeting, and that the Wild Stream Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the Interim Order;

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


AND UPON BEING SATISFIED based upon the evidence presented that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to the Wild Stream Shareholders and that the Arrangement ought to be approved;

AND UPON BEING ADVISED that the approval of the Arrangement by this Court will constitute the basis for an exemption from the registration requirement of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, with respect to the offer and sale of the common shares of Crescent Point Energy Corp. ("**Crescent Point**"), common shares of Raging River Exploration Inc. ("**Raging River**") and common share purchase warrants of Raging River to the Wild Stream Shareholders pursuant to the Arrangement;

IT IS HEREBY ORDERED, DECLARED AND DIRECTED THAT:

1. The Plan of Arrangement proposed by Wild Stream, in the form attached as Schedule "A" to this Order, is hereby approved by this Court under Section 193 of the *ABCA* and will, upon the filing of the Articles of Arrangement under the *ABCA*, become effective in accordance with its terms and be binding on each Wild Stream Shareholder, Wild Stream, Crescent Point and all other persons.

2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Wild Stream Shareholders and to other affected parties.
3. The Articles of Arrangement in respect of the Arrangement shall be filed pursuant to Section 193 of the *ABCA* on such date as Wild Stream and Crescent Point determine, provided that such date is not later than April 30, 2012.
4. Service of notice of this application, of the notices in respect of the Meeting and of the Interim Order is hereby deemed good and sufficient.
5. Service of this Order shall be made on all such persons who appeared on this application, either by counsel or in person, and upon the Executive Director.



**Justice of the Court of Queen's Bench of
Alberta**

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 have the following meanings:

- (a) "**ABCA**" means the *Business Corporations Act*, R.S.A. 2000, c. B-9;
- (b) "**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the arrangement pursuant to Section 193 of the ABCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
- (c) "**Arrangement Agreement**" means the arrangement agreement dated January 24, 2012 between Crescent Point and Wild Stream with respect to the Arrangement and all amendments thereto;
- (d) "**Arrangement Resolution**" means the special resolution in respect to the Arrangement and other related matters to be considered at the Wild Stream Meeting;
- (e) "**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;
- (f) "**Assets**" has the meaning ascribed thereto in the ExploreCo Conveyance Agreement;
- (g) "**Assumed Liabilities**" has the meaning ascribed thereto in the ExploreCo Conveyance Agreement;
- (h) "**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;
- (i) "**Certificate**" means the certificate or 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) "**Class A Share**" means a share of the new class A shares in the capital of Wild Stream created pursuant to paragraph 3.1(i)(i)(B) and issued pursuant to paragraph 3.1(i)(ii);
- (k) "**Common Shares**" means the common shares in the capital of Wild Stream, as constituted immediately prior to the Effective Time;
- (l) "**Consideration Shares**" has the meaning ascribed thereto in the ExploreCo Conveyance Agreement;
- (m) "**Consideration Warrants**" has the meaning ascribed thereto in the ExploreCo Conveyance Agreement;
- (n) "**Court**" means the Court of Queen's Bench of Alberta;

- (o) **"Crescent Point"** means Crescent Point Energy Corp., a corporation existing under the laws of Alberta;
- (p) **"Crescent Point Sale Fraction"** means an amount equal to 1 minus the ExploreCo Sale Fraction;
- (q) **"Crescent Point Shares"** means the common shares in the capital of Crescent Point;
- (r) **"Crescent Point VWAP"** means the number obtained by multiplying the Exchange Ratio by the volume weighted average trading price of the Crescent Point Shares on the Toronto Stock Exchange for the five most recently completed trading days immediately prior to the Effective Date during which not less than one "board lot" trade in the Crescent Point Shares has occurred;
- (s) **"Depository"** means a trust company licensed to carry on business in the Province of Alberta at its principal office in Calgary, Alberta;
- (t) **"Dissenting Shareholders"** means registered Wild Stream Shareholders who validly exercise the rights of dissent provided to them under the Interim Order;
- (u) **"Effective Date"** means the date the Arrangement becomes effective pursuant to the ABCA;
- (v) **"Effective Time"** means the time the Arrangement becomes effective on the Effective Date pursuant to the ABCA;
- (w) **"Exchange Ratio"** means 0.17 of a Crescent Point Share for each Wild Stream Share or each Crescent Point Sale Fraction of a Wild Stream Share, provided that if the Effective Date does not occur on or prior to the record date for the determination of shareholders entitled to the March 2012 dividend in respect of the Crescent Point Shares, which shall be payable on or about April 15, 2012, the Exchange Ratio shall be adjusted to 0.17085 of a Crescent Point Share for each Wild Stream Share or each Crescent Point Sale Fraction of a Wild Stream Share;
- (x) **"Exercised Wild Stream Option"** means a Wild Stream Option which a Wild Stream Optionholder has elected in writing prior to the Effective Time to exercise in accordance with the terms of the Wild Stream Stock Option Plan and the Arrangement Agreement and in respect of which the Wild Stream Optionholder has prior to the Effective Time paid to Wild Stream the aggregate of the exercise price of such Wild Stream Option and the amount of all taxes required to be remitted by Wild Stream in connection with the exercise thereof;
- (y) **"Exercised Wild Stream Warrant"** means a Wild Stream Warrant which a Wild Stream Warrantholder has elected in writing prior to the Effective Time to exercise in accordance with the terms of the Wild Stream Warrant and the Arrangement Agreement and in respect of which the Wild Stream Warrantholder has prior to the Effective Time paid to Wild Stream the aggregate of the exercise price of such Wild Stream Warrant;
- (z) **"ExploreCo"** means Wild Stream Energy Ltd., a corporation incorporated under the laws of Alberta;
- (aa) **"ExploreCo Consideration"** means the additional consideration per fractional interest in each Common Share in the form of one ExploreCo Share and 0.2 of an ExploreCo Warrant to be received by the holders of Common Shares pursuant to subsection 3.1(h);

- (bb) **"ExploreCo Conveyance Agreement"** means the conveyance agreement to be entered into between Wild Stream and ExploreCo dated as of the Effective Date, pursuant to which the Assets will be transferred to ExploreCo;
- (cc) **"ExploreCo Sale Fraction"** means the fraction (rounded to two decimal places) determined by the following formula:
- $$\frac{\text{(Wild Stream VWAP - Crescent Point VWAP)}}{\text{Wild Stream VWAP}}$$
- (dd) **"ExploreCo Shares"** means the common shares in the capital of ExploreCo;
- (ee) **"ExploreCo Warrant"** means a share purchase warrant entitling the holder thereof to purchase one ExploreCo Share at a price of \$1.61 until 5:00 p.m. (Calgary time) on the date that is 30 calendar days following the Effective Date in accordance with the terms and conditions of a warrant indenture governing the terms of such warrant, in such form as is acceptable to Wild Stream and Crescent Point, acting reasonably;
- (ff) **"Final Order"** means the final order of the Court approving this Arrangement pursuant to paragraph 193(9)(a) of the ABCA in respect of Wild Stream, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (gg) **"Interim Order"** means the interim order of the Court concerning the Arrangement under subsection 193(4) of the ABCA containing declarations and directions with respect to the Arrangement and the holding of the Wild Stream Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (hh) **"Letter of Transmittal"** means the letter of transmittal accompanying the Wild Stream Information Circular to be delivered to Wild Stream Shareholders in connection with the Arrangement;
- (ii) **"Registrar"** means the Registrar of Corporation for the Province of Alberta duly appointed under Section 263 of the ABCA;
- (jj) **"Tax Act"** means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.);
- (kk) **"Wild Stream"** means Wild Stream Exploration Inc., a corporation existing under the laws of Alberta;
- (ll) **"Wild Stream Information Circular"** means the management proxy circular of Wild Stream to be sent by Wild Stream to the Wild Stream Shareholders in connection with the Wild Stream Meeting;
- (mm) **"Wild Stream Meeting"** means the special meeting of Wild Stream Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;
- (nn) **"Wild Stream Optionholders"** means the holders from time to time of Wild Stream Options, collectively or individually, as the context requires;
- (oo) **"Wild Stream Options"** means the outstanding stock options, whether or not vested, to acquire Common Shares granted pursuant to the Wild Stream Stock Option Plan;
- (pp) **"Wild Stream Shareholders"** means the holders from time to time of Common Shares or Class A Shares, collectively or individually, as the context requires;

- (qq) **"Wild Stream Shares"** means the Common Shares and the Class A Shares, collectively or individually, as the context requires;
- (rr) **"Wild Stream Stock Option Plan"** means the stock option plan of Wild Stream dated March 4, 2003, as amended on April 20, 2007 and June 8, 2010;
- (ss) **"Wild Stream VWAP"** means the volume weighted average trading price of the Common Shares on the TSX Venture Exchange for the five most recently completed trading days immediately prior to the Effective Date during which not less than one "board lot" trade in the Common Shares has occurred;
- (tt) **"Wild Stream Warrant holders"** means the holders from time to time of Wild Stream Warrants, collectively or individually, as the context requires; and
- (uu) **"Wild Stream Warrants"** means the outstanding share purchase warrants to acquire Common Shares.

- 1.2 The division of this Arrangement into articles, sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections, subsections and paragraphs are to articles, sections, subsections and paragraphs of this 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 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 Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.
- 2.2 This Arrangement, upon the filing of the Articles of Arrangement and the issue of the Certificate, will become effective on, and be binding on and after, the Effective Time on: (a) the Wild Stream Shareholders; (b) the Wild Stream Optionholders; (c) the Wild Stream Warrant holders; (d) Wild Stream; (e) ExploreCo; and (f) Crescent Point.
- 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) each Common Share held by a Dissenting Shareholder shall be, and shall be deemed to be, transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, to Crescent Point and thereupon each Dissenting Shareholder shall have the rights set out in Article 4;
- (b) the ExploreCo Conveyance Agreement shall become effective and Wild Stream shall transfer the Assets to ExploreCo pursuant to the terms of the ExploreCo Conveyance Agreement in consideration for, subject to the adjustments provided in the ExploreCo Conveyance Agreement, the issuance by ExploreCo to Wild Stream of the Consideration Shares and the Consideration Warrants and the assumption by ExploreCo of the Assumed Liabilities in accordance with the terms of the ExploreCo Conveyance Agreement;
- (c) the Exercised Wild Stream Options shall be, and shall be deemed to be, exercised by the Wild Stream Optionholders and Wild Stream shall, and shall be deemed to, issue to each Wild Stream Optionholder that number of Common Shares issuable upon exercise of the Exercised Wild Stream Options;
- (d) all outstanding Wild Stream Options shall be terminated without any payment or compensation therefor, and Wild Stream shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (e) the Exercised Wild Stream Warrants shall be, and shall be deemed to be, exercised by the Wild Stream Warranholders and Wild Stream shall, and shall be deemed to, issue to each Wild Stream Warranholder that number of Common Shares issuable upon exercise of the Exercised Wild Stream Warrants;
- (f) all outstanding Wild Stream Warrants shall be terminated without any payment or compensation therefor, and Wild Stream shall have no further liabilities or obligations to the former holders thereof with respect thereto;
- (g) a fraction that is equal to the Crescent Point Sale Fraction of each Common Share acquired on the exercise of an Exercised Wild Stream Option pursuant to subsection 3.1(c) shall be, and shall be deemed to be, transferred to Crescent Point (free and clear of any liens, encumbrances or claims) by former Wild Stream Optionholders in exchange for a number of Crescent Point Shares equal to the Exchange Ratio;
- (h) the remaining fractional interest, which shall be equal to the ExploreCo Sale Fraction, in each Common Share acquired on the exercise of an Exercised Wild Stream Option pursuant to subsection 3.1(c) shall be, and shall be deemed to be, transferred to Crescent Point (free and clear of any liens, encumbrances or claims) by former Wild Stream Optionholders in exchange for the ExploreCo Consideration which shall be delivered by Crescent Point to such former Wild Stream Optionholders pursuant to subsection 3.1(j);
- (i) in the course of a reorganization of Wild Stream's authorized and issued share capital:
 - (i) the articles of Wild Stream shall be amended to:

- (A) cancel the class of shares currently known as "Preferred Shares", as there are no issued or outstanding shares of that class; and
- (B) to add a class of shares designated as "Class A Shares", having the following rights, privileges, restrictions and conditions attaching thereto:
- (1) Dividends: The holders of the Class A Shares are entitled to receive dividends, if, as and when declared by the board of directors of Wild Stream, out of the assets of Wild Stream properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors of Wild Stream may from time to time determine. Subject to the rights of the holders of any other class of shares of Wild Stream entitled to receive dividends in priority to or rateably with the Class A Shares, the board of directors of Wild Stream may in its sole discretion declare dividends on the Class A Shares to the exclusion of any other class of shares of Wild Stream;
 - (2) Voting Rights: The holders of the Class A Shares are entitled to receive notice of and to attend all annual and special meetings of the shareholders of Wild Stream, and to two votes at all such meetings in respect of each Class A Share held;
 - (3) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of Wild Stream or other distribution of assets of Wild Stream among its shareholders for the purpose of winding-up its affairs, the holders of the Class A Shares shall, subject to the rights of the holders of any other class of shares of Wild Stream upon such a distribution in priority to the Class A Shares, be entitled to participate rateably in any distribution of the assets of Wild Stream; and
 - (4) Modification of Rights: The rights and restrictions attached to the Class A Shares shall not be modified unless the holders of the Class A Shares consent thereto by separate resolution. Such consent may be obtained in writing signed by the holders of all of the issued and outstanding Class A Shares or by a resolution passed by at least 75% of the votes cast at a separate meeting of the holders of Class A Shares who are present in person or represented by proxy at such meeting; and
- (ii) each issued and outstanding Common Share (other than those held by Dissenting Shareholders) shall be exchanged with Wild Stream (free and clear of any liens, encumbrances or claims) for one Class A Share, one ExploreCo Share and 0.2 of an ExploreCo Warrant;
- (j) Crescent Point shall deliver to each Wild Stream Shareholder whose remaining fractional interest in each Common Share was transferred to Crescent Point pursuant to subsection 3.1(h) such number of ExploreCo Shares and ExploreCo Warrants as are deliverable to such Wild Stream Shareholder pursuant to subsection 3.1(h); and
- (k) each issued and outstanding Class A Share (other than those held by Crescent Point and Dissenting Shareholders) shall be, and shall be deemed to be, transferred to Crescent Point (free and clear of any liens, encumbrances or claims) in exchange for a number of Crescent Point Shares equal to the Exchange Ratio.

3.2 With respect to each holder of Exercised Wild Stream Options, Exercised Wild Stream Warrants or Common Shares (other than Dissenting Shareholders):

- (a) upon the exercise of Exercised Wild Stream Options effected pursuant to subsection 3.1(c) or the exercise of Exercised Wild Stream Warrants effected pursuant to subsection 3.1(e):
- (i) each holder of an Exercised Wild Stream Option or Exercised Wild Stream Warrant shall cease to be a holder of the Exercised Wild Stream Option or Exercised Wild Stream Warrants so exercised and the name of such holder shall be removed from the register of holders of Wild Stream Options or Wild Stream Warrants as it relates to the Exercised Wild Stream Options or Exercised Wild Stream Warrants so exercised; and
 - (ii) Wild Stream shall allot and issue to such holder the number of Common Shares issuable to such holder on the basis set forth in subsection 3.1(c) or 3.1(e), and the name of such holder shall be added to the register of holders of Common Shares;
- (b) upon the exchange of each fractional interest in a Common Share effected pursuant to subsections 3.1(g) and 3.1(h) and the delivery of the ExploreCo Consideration pursuant to subsection 3.1(j):
- (i) such former Wild Stream Shareholder shall cease to be a holder of such fractional interest in such Common Share and the name of such former Wild Stream Shareholder shall be removed from the register of holders of Common Shares in respect of such fractional interest;
 - (ii) Crescent Point shall become the holder of such Common Shares and shall be added to the register of holders of Common Shares in respect of such fractional interests;
 - (iii) Crescent Point shall allot and issue the number of Crescent Point Shares deliverable to such former Wild Stream Shareholder and the name of such former Wild Stream Shareholder shall be added to the register of holders of Crescent Point Shares;
 - (iv) Crescent Point shall cease to be the holder of the ExploreCo Shares and ExploreCo Warrants deliverable in respect of such fractional interests in such Common Shares and the name of Crescent Point shall be removed from the register of holders of ExploreCo Shares and ExploreCo Warrants; and
 - (v) such former Wild Stream Shareholder shall become the holder of the ExploreCo Shares and ExploreCo Warrants so deliverable and the name of such former Wild Stream Shareholder shall be added to the register of holders of ExploreCo Shares and ExploreCo Warrants;
- (c) upon the exchange of Common Shares for Class A Shares, ExploreCo Shares and ExploreCo Warrants pursuant to paragraph 3.1(i)(ii):
- (i) each such Common Share shall and shall be deemed to be exchanged as described in paragraph 3.1(i)(ii) without any further action being taken by the holder thereof;

- (ii) each holder of such Common Shares shall cease to be the holder of such Common Shares and the names of such Wild Stream Shareholders shall be removed from the register of Common Shares with respect to all such Common Shares;
 - (iii) each holder of such Common Shares thereafter shall and shall be deemed to hold as fully paid and non-assessable shares a number of Class A Shares equal to the number of Common Shares previously held by such holder and the name of such Wild Stream Shareholder shall be added to the register of Class A Shares as registered holder of such Class A Shares and the share certificate representing Common Shares shall represent Class A Shares of the same number after the above described change as the number of Common Shares it represented before the change;
 - (iv) Wild Stream shall cease to be the holder of the ExploreCo Shares and ExploreCo Warrants deliverable in respect of such Common Shares and the name of Wild Stream shall be removed from the register of holders of ExploreCo Shares and ExploreCo Warrants;
 - (v) such former holder of Common Shares shall become the holder of the ExploreCo Shares and ExploreCo Warrants so deliverable and the name of such former Wild Stream Shareholder shall be added to the register of holders of ExploreCo Shares and ExploreCo Warrants; and
 - (vi) the stated capital of the Class A Shares shall be set at \$1.00; and
- (d) upon the exchange of Class A Shares by a Wild Stream Shareholder pursuant to subsection 3.1(k):
- (i) such former Wild Stream Shareholder shall cease to be a holder of Class A Shares and the name of such Wild Stream Shareholder shall be removed from the register of holders of Class A Shares;
 - (ii) Crescent Point shall become the holder of the Class A Shares so exchanged and shall be added to the register of holders of Class A Shares; and
 - (iii) Crescent Point shall allot and issue the number of Crescent Point Shares deliverable to such former Wild Stream Shareholder and the name of such former Wild Stream Shareholder shall be added to the register of holders of Crescent Point Shares.

3.3 Wild Stream will not file a joint tax election under Section 85 of the Tax Act with any former holder of Common Shares in respect of the exchange of Common Shares for Class A Shares, ExploreCo Shares and ExploreCo Warrants described in paragraph 3.1(i)(ii).

3.4 Wild Stream, Crescent Point, ExploreCo and the Depositary shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Wild Stream Options, Wild Stream Warrants, Common Shares, Crescent Point Shares or ExploreCo Shares such amounts as Wild Stream, Crescent Point, ExploreCo or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Wild Stream, Crescent Point, ExploreCo and the Depositary are

hereby authorized to sell or otherwise dispose of any portion of the consideration otherwise deliverable to a holder of Wild Stream Options, Wild Stream Warrants or Common Shares as is necessary to provide sufficient funds to Wild Stream, Crescent Point, ExploreCo or the Depository, as the case may be, to enable it to comply with such deduction or withholding requirement and Wild Stream, Crescent Point, ExploreCo or the Depository shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale.

ARTICLE 4 DISSENTING SHAREHOLDERS

- 4.1 Each registered holder of Common Shares shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. A Dissenting Shareholder shall, on the Effective Date, cease to have any rights as a holder of Common Shares and shall only be entitled to be paid the fair value of the holder's Common Shares. A Dissenting Shareholder who is paid the fair value of the holder's Common Shares shall be deemed to have transferred the holder's Common Shares to Crescent Point on the Effective Date, 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 Common Shares shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Common Shares, notwithstanding the provisions of Section 191 of the ABCA. The fair value of the Common Shares shall be determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by the holders of Common Shares at the Wild Stream Meeting; but in no event shall Wild Stream be required to recognize such Dissenting Shareholder as a Wild Stream Shareholder after the Effective Time and the names of such holders shall be removed from the applicable register of Wild Stream Shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, any person who has voted in favour of the Arrangement shall not be entitled to dissent with respect to the Arrangement.

ARTICLE 5 OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

- 5.1 From and after the Effective Time, certificates formerly representing Common Shares under the Arrangement shall represent only the right to receive the consideration to which the former Wild Stream 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 Common Shares represented by such certificates.
- 5.2 Crescent Point and ExploreCo, as applicable, shall, as soon as practicable following the later of the Effective Date and the date of deposit by a former Wild Stream Shareholder of a duly completed Letter of Transmittal and the certificates representing such Common Shares, either:
- (a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or
 - (b) if requested by such holder 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 ExploreCo Shares, ExploreCo Warrants and Crescent Point Shares deliverable to such holder under the Arrangement.
- 5.3 If any share certificate which immediately prior to the Effective Time represented an interest in outstanding Common Shares that were exchanged 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 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 with respect thereto) as determined in accordance with the Arrangement. The person who is entitled to receive such consideration shall as a condition precedent to the receipt thereof give a bond satisfactory to Wild Stream and its transfer agent in such form as is satisfactory to Wild Stream and such transfer agent or otherwise indemnify Wild Stream, Crescent Point and ExploreCo and the 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 payable with respect to any Crescent Point Shares and ExploreCo Shares deliverable pursuant to this Arrangement 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 shall be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. 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 applicable withholding and other taxes.

5.5 Subject to applicable law relating to unclaimed property, any share certificate formerly representing Common Shares that is not deposited with all other documents as required by this Arrangement on or before the day that is three years less one day from the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Common Shares to receive certificates representing ExploreCo Shares, ExploreCo Warrants and Crescent Point Shares, together with all dividends, distributions or cash payments thereon held for such holder, shall be deemed to be surrendered to ExploreCo or Crescent Point, respectively.

5.6 No certificates representing fractional Crescent Point Shares, ExploreCo Shares or ExploreCo Warrants shall be issued or delivered pursuant to the Arrangement. In the event a former Wild Stream Shareholder would otherwise be entitled to a fractional Crescent Point Share, ExploreCo Share or ExploreCo Warrant hereunder, the number of Crescent Point Shares, ExploreCo Shares or ExploreCo Warrants, as the case may be, issued to such former Wild Stream Shareholder shall be rounded up to the next greater whole number of Crescent Point Shares, ExploreCo Shares or ExploreCo Warrants, as the case may be, where the fractional entitlement is equal to or greater than 0.5 and shall, without and additional compensation, be rounded down to the next lesser whole number of Crescent Point Shares, ExploreCo Shares or ExploreCo Warrants, as the case may be, where the fractional entitlement is less than 0.5. In calculating such fractional interests, all Common Shares registered in the name of or beneficially held by such former Wild Stream Shareholder or their nominee shall be aggregated.

ARTICLE 6 AMENDMENTS

6.1 Wild Stream and Crescent Point may amend, modify and/or supplement this 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) approved by the other parties, (c) filed with the Court and, if made following the Wild Stream Meeting, approved by the Court, and (d) communicated to holders of Common Shares, if and as required by the Court.

6.2 Any amendment, modification or supplement to this Arrangement may be proposed by Wild Stream or Crescent Point at any time prior to or at the Wild Stream Meeting (provided that the other parties shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Wild Stream

Meeting (other than as may be required under the Interim Order), shall become part of this Arrangement for all purposes.

6.3 Any amendment, modification or supplement to this Arrangement that is approved by the Court following the Wild Stream Meeting shall be effective only if it is consented to by each of Wild Stream and Crescent Point.

6.4 Any amendment, modification or supplement to this Arrangement may be made following the Effective Time unilaterally by Wild Stream, provided that it concerns a matter which, in the reasonable opinion of Wild Stream, is of an administrative nature required to better give effect to the implementation of this Arrangement and is not adverse to the financial or economic interests of Wild Stream or any former holder of Common Shares.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE made effective as of the 15th day of March, 2012.

BETWEEN:

WILDSTREAM EXPLORATION INC., a body corporate 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 March 15, 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 (i) any and all securities of Raging River Exploration Inc. owned by the Transferor at the time of Closing; and (ii) 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.

WILDSTREAM EXPLORATION INC.

Per:  _____

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

Per:  _____