



Industry Canada

Industrie Canada

Corporations Canada

9th floor

Jean Edmonds Towers South

365 Laurier Avenue West

Ottawa, Ontario K1A 0C8

Corporations Canada

9e étage

Tour Jean Edmonds sud

365, avenue Laurier ouest

Ottawa (Ontario) K1A 0C8

December 15, 2009 / le 15 décembre 2009

Your file - Votre référence

TAMARA SHOMODY
MACLEOD DIXON
400 THIRD AVENUE S.W.
3700 CANTERRA TOWER
CALGARY ALBERTA
T2P 4H2

Our file - Notre référence

347026-1

Re - Objet

TRIAXON RESOURCES LTD.

Enclosed herewith is the document issued in the above matter

Vous trouverez ci-inclus le document émis dans l'affaire précitée

A notice of issuance of CBCA documents will be published in the *Canada Corporations Bulletin*. A notice of issuance of CCA documents will be published in the *Canada Corporations Bulletin* and the *Canada Gazette*

Un avis de l'émission de documents en vertu de la LCSA sera publié dans le *Bulletin des sociétés canadiennes*. Un avis de l'émission de documents en vertu de la LCC sera publié dans le *Bulletin des sociétés canadiennes* et dans la *Gazette du Canada*

IF A NAME OR CHANGE OF NAME IS INVOLVED, THE FOLLOWING CAUTION SHOULD BE OBSERVED:

S'IL EST QUESTION D'UNE DÉNOMINATION SOCIALE OU D'UN CHANGEMENT DE DÉNOMINATION SOCIALE, L'AVERTISSEMENT SUIVANT DOIT ÊTRE RESPECTÉ :

This name is available for use as a corporate name subject to and conditional upon the applicants assuming full responsibility for any risk of confusion with existing business names and trade marks (including those set out in the relevant NUANS search report(s)) Acceptance of such responsibility will comprise an obligation to change the name to a dissimilar one in the event that representations are made and established that confusion is likely to occur. The use of any name granted is subject to the laws of the jurisdiction where the company carries on business

Cette dénomination sociale est disponible en autant que les requérants assument toute responsabilité de risque de confusion avec toutes dénominations commerciales et toutes marques de commerce existantes (y compris celles qui sont citées dans le(s) rapport(s) de recherches de NUANS pertinent(s)) Cette acceptation de responsabilité comprend l'obligation de changer la dénomination de la société en une dénomination différente advenant le cas où des représentations sont faites établissant qu'il y a une probabilité de confusion L'utilisation de tout nom octroyé est sujette à toute loi de la juridiction où la société exploite son entreprise

Valérie Carpentier

For the Director General, Corporations Canada

pour le Directeur général, Corporations Canada

Canada



Certificate of Arrangement

Certificat d'arrangement

Canada Business Corporations Act

Loi canadienne sur les sociétés par actions

TRIAxon RESOURCES LTD.

347026-1

Name of CBCA corporation(s) involved -
Dénomination(s) de la (des) société(s)
L C S A concernée(s)

Corporation number - Numéro de la société

I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the *Canada Business Corporations Act*

Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*

Richard G. Shaw
Director - Directeur

December 15, 2009 / le 15 décembre 2009

Date of Arrangement - Date de l'arrangement



Industry Canada Industrie Canada
 Canada Business Corporations Act Loi canadienne sur les sociétés par actions

FORM 14.1
 ARTICLES OF ARRANGEMENT
 (SECTION 192)

FORMULAIRE 14.1
 CLAUSES D'ARRANGEMENT
 (ARTICLE 192)

1 -- Name of the applicant corporation(s) - Dénomination sociale de la(des) requérante(s) TriAxon Resources Ltd	2 -- Corporation No.(s) - N°(s) de la(des) société(s) 347026-1
3 -- Name of the corporation(s) the articles of which are amended, if applicable Dénomination sociale de la(des) société(s) dont les statuts sont modifiés, le cas échéant Not applicable	4 -- Corporation No.(s) - N°(s) de la(des) société(s)
5 -- Name of the corporation(s) created by amalgamation, if applicable Dénomination sociale de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant TriAxon Resources Ltd	6 -- Corporation No.(s) - N°(s) de la(des) société(s) 452863-8
7 -- Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s), le cas échéant Not applicable	8 -- Corporation No.(s) - N°(s) de la(des) société(s)
9 -- Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant See attached Schedule 1	10 -- Corporation No.(s) or Jurisdiction of Incorporation N°(s) de la(des) société(s)/ou loi sous le régime de laquelle elle est constituée

11 -- In accordance with the order approving the arrangement - Conformément aux termes de l'ordonnance approuvant l'arrangement

a The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement
 Les statuts de la(des) société(s) susmentionnée(s) sont modifiés en conformité avec le plan d'arrangement ci-joint

The name of _____ is changed to _____
 La dénomination sociale de _____ est modifiée pour _____

b The following bodies corporate are amalgamated in accordance with the attached plan of arrangement
 Les personnes morales suivantes sont fusionnées conformément au plan d'arrangement ci-joint

c The above named corporation(s) is(are) liquidated and dissolved in accordance with the attached plan of arrangement
 La(les) société(s) susmentionnée(s) est(sont) liquidée(s) et dissoute(s) conformément au plan d'arrangement ci-joint

d The plan of arrangement attached hereto, involving the above named body(ies), corporate is hereby effected
 Le plan d'arrangement ci-joint portant sur la(les) personne(s) morale(s) susmentionnée(s) prend effet

The following corporations are amalgamated: TriAxon Resources Ltd. and 7277083 Canada Inc

For additional information concerning the amalgamated corporation, TriAxon Resources Ltd. see attached Schedule 2

Signature	Printed Name - Nom en lettres moulées Jeff Sapanja	12 -- Capacity of - En qualité de Officer	13 -- Tel. No. - N° de tél. (403) 536-6642
-----------	-------------------------------------------------------	----------------------------------------------	-----------------------------------------------

FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

DEC 15 2009

**SCHEDULE 1 TO
ARTICLES OF ARRANGEMENT**

9. Name of other corporations involved, if applicable:

7277083 Canada Inc.	727708-3
Crescent Point Energy Corp.	Alberta

**SCHEDULE 2 TO
ARTICLES OF ARRANGEMENT**

1. NAME OF THE AMALGAMATED CORPORATION:

TriAxon Resources Ltd.

2. THE PROVINCE OR TERRITORY IN CANADA WHERE THE REGISTERED OFFICE IS TO BE SITUATED:

Alberta

3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE:

TriAxon Resources Ltd. is authorised to issue an unlimited number of common shares

4. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS:

No shares of TriAxon Resources Ltd. shall be transferred to any person without the approval of the Board of Directors of TriAxon Resources Ltd

5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS:

Minimum: 1 Maximum: 10

6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON:

There shall be no restrictions on the business TriAxon Resources Ltd. may carry on or on the powers it may exercise.

7. OTHER PROVISIONS, IF ANY

None.

8. THE AMALGAMATION HAS BEEN APPROVED PURSUANT TO THAT SECTION OR SUBSECTION OF THE ACT WHICH IS INDICATED AS FOLLOWS:

Section 192

9. NAME OF THE AMALGAMATING CORPORATIONS AND THEIR CORPORATE ACCESS NUMBERS ARE:

7277083 Canada Inc.	727708-3
TriAxon Resources Ltd.	347026-1

SCHEDULE "A"
PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE
CANADA BUSINESS CORPORATIONS ACT

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:

"**ABCA**" means the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

"**AcquisitionCo**" means 7277083 Canada Inc., a corporation incorporated under the CBCA;

"**AcquisitionCo Shares**" means the common shares of AcquisitionCo;

"**AmalCo**" means the corporation resulting from the amalgamation of AcquisitionCo and TriAxon pursuant to subsection 3.1(f) hereof;

"**Arrangement**", "**herein**", "**hereof**", "**hereunder**" and similar expressions mean and refer to the arrangement involving Crescent Point, TriAxon, AcquisitionCo, AmalCo and the Partnership and the TriAxon Shareholders pursuant to section 192 of the CBCA, 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;

"**Arrangement Agreement**" means the arrangement agreement dated November 4, 2009 between Crescent Point and TriAxon with respect to the Arrangement, and all amendments thereto;

"**Articles of Arrangement**" means the articles of arrangement in respect of the Arrangement required under the CBCA to be filed with the Director after the Final Order has been made;

"**Asset Transfer Agreement**" means the asset transfer agreement between TriAxon LP and the Partnership to be dated the Effective Date relating to the transfer of the Assets by TriAxon LP to the Partnership in exchange for the issuance by the Partnership to TriAxon LP of a Partnership Interest;

"**Assets**" shall have the meaning ascribed thereto in the Asset Transfer Agreement;

"**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;

"**CBCA**" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

"**Certificate**" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 192(7) of the CBCA after the Articles of Arrangement have been filed;

- "**Court**" means the Court of Queen's Bench of Alberta;
- "**Crescent Point**" means Crescent Point Energy Corp., a corporation continued under the ABCA;
- "**Crescent Point Share**" means a common share of Crescent Point;
- "**Crescent Point Shareholder**" means holders from time to time of the Crescent Point Shares;
- "**Depository**" means Valiant Trust Company at its offices referred to in the Letter of Transmittal;
- "**Director**" means the Director duly appointed under section 260 of the CBCA;
- "**Dissent Rights**" means the right of a registered TriAxon Shareholder to dissent to the resolution approving the Arrangement and to be paid the fair value of the TriAxon Shares in respect of which the holder dissents, all in accordance with the Interim Order and Article 5 hereof;
- "**Dissenting Shareholders**" means the registered TriAxon Shareholders that validly exercise the Dissent Rights and "**Dissenting Shareholder**" means any one of them;
- "**Effective Date**" means the date the Arrangement is effective under the CBCA;
- "**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date;
- "**Exchanging TriAxon Shareholders**" means TriAxon Shareholders that are Qualifying TriAxon Shareholders (other than Crescent Point) and TriAxon Shareholders that do not complete a Letter of Transmittal prior to the Effective Date of the Arrangement;
- "**Final Order**" means the final order of the Court approving the Arrangement pursuant to the CBCA in respect of TriAxon, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- "**Interim Order**" means an interim order of the Court concerning the Arrangement pursuant to the CBCA in respect of TriAxon and the TriAxon Shareholders, containing declarations and directions with respect to the Arrangement and the holding of the TriAxon Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- "**Letter of Transmittal**" means the Letter of Transmittal for use by TriAxon Shareholders to be delivered in connection with the Arrangement;
- "**Longbow**" means Longbow Resources Inc., a corporation amalgamated under the ABCA;
- "**Non-Resident Shareholder**" means a TriAxon Shareholder that is: (a) a person who is not a resident of Canada for the purposes of the Tax Act; or (b) a partnership that is not a Canadian partnership for the purposes of the Tax Act;
- "**Partnership**" means Crescent Point Resources Partnership, a partnership existing under the laws of the Province of Alberta;
- "**Partnership Interest**" means a partnership interest in the Partnership;

"**Plan**" or "**Plan of Arrangement**" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 7 of the Arrangement Agreement;

"**Qualifying TriAxon Shareholders**" means TriAxon Shareholders who at all relevant times are not Non-Resident Shareholders;

"**Registrar**" means the Registrar duly appointed under section 260 of the ABCA;

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1. (5th Supp), as amended, including the regulation promulgated thereunder;

"**TEI**" means TriAxon Energy Inc., a corporation incorporated under the ABCA;

"**TriAxon**" means TriAxon Resources Ltd., a corporation incorporated under the CBCA;

"**TriAxon LP**" means TriAxon Limited Partnership, a partnership existing under the laws of the Province of Alberta;

"**TriAxon Meeting**" means the special meeting of TriAxon Shareholders to be held to consider the Arrangement and related matters, and any adjournments thereof; and

"**TriAxon Shares**" means the common shares of TriAxon, and "**TriAxon Shareholders**" means the holders from time to time of TriAxon Shares.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles, sections, subsections and subparagraphs are to articles, sections, subsections 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 In the event that the date on which any action is required to be taken hereunder by any of the parties hereto 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.
- 1.6 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 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 TriAxon Shareholders; (b) TriAxon; (c) Crescent Point; (d) AcquisitionCo; (e) AmalCo; and (f) the Partnership.
- 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 expressly provided herein:
- (a) the TriAxon Shares held by Dissenting Shareholders who have exercised Dissent Rights which remain valid immediately prior to the Effective Time shall, as of the Effective Time, be deemed to have been transferred to Crescent Point and as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as TriAxon Shareholders, other than the right to be paid the fair value of their TriAxon Shares in accordance with the Dissent Rights;
 - (b) the wind-up of Longbow shall be commenced in accordance with applicable laws and with the following:
 - (i) the stated capital of all of the shares of Longbow shall be reduced without payment to \$1.00 in aggregate immediately prior to the wind-up;
 - (ii) all of the property of Longbow shall be distributed to TriAxon;
 - (iii) TriAxon shall assume and become liable to pay, satisfy, discharge and observe, perform and fulfill all of the liabilities and obligations of Longbow; and
 - (iv) a statement of intent to dissolve for Longbow shall be filed by TriAxon with the Registrar;
 - (c) the Asset Transfer Agreement shall become effective;
 - (d) TriAxon LP shall be dissolved in accordance with applicable laws and with the following:
 - (i) TriAxon LP shall transfer undivided interests in all of its assets to TriAxon and TEI in accordance with their respective interests in TriAxon LP;

- (ii) TriAxon and IEI shall assume all of the liabilities of TriAxon LP in accordance with their respective interests in TriAxon LP;
 - (iii) TriAxon LP shall be dissolved; and
 - (iv) a declaration of dissolution of TriAxon LP shall be filed by TriAxon with the Registrar;
- (e) the TriAxon Shares held by Exchanging TriAxon Shareholders shall be transferred to Crescent Point (free of any claims) in exchange for Crescent Point Shares on the basis of 0.18 of a Crescent Point Share for each TriAxon Share so transferred;
- (f) AcquisitionCo and TriAxon shall be amalgamated and continued as one corporation under the CBCA to form AmalCo in accordance with the following:
- (i) **Name.** The name of AmalCo shall be "TriAxon Resources Ltd.";
 - (ii) **Registered Office.** The registered office of AmalCo shall be the registered office of AcquisitionCo;
 - (iii) **Share Provisions.** AmalCo is authorized to issue an unlimited number of common shares of AmalCo;
 - (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) **Directors and Officers.**
 - (A) **Minimum and Maximum.** The directors of AmalCo shall, until otherwise changed in accordance with the CBCA, consist of a minimum number of one director and a maximum number of ten directors;
 - (B) **Initial Directors.** The initial directors of AmalCo shall be the directors of AcquisitionCo; and
 - (C) **Initial Officers.** The initial officers of AmalCo shall be the officers of AcquisitionCo;
 - (vi) **Business and Powers.** There shall be no restrictions on the business AmalCo may carry on or on the powers it may exercise;
 - (vii) **Stated Capital.** The aggregate stated capital of AmalCo will be an amount equal to the aggregate of the stated capital for the shares of AcquisitionCo and TriAxon immediately before the Effective Date;
 - (viii) **By-laws.** The by-laws of AmalCo shall be the by-laws of AcquisitionCo, *mutatis mutandis*;
 - (ix) **Effect of Amalgamation.** The provisions of subsections 186(b), (c), (d), (e) and (f) of the CBCA shall apply to the amalgamation with the result that:

- (A) all of the property of each of AcquisitionCo and TriAxon 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 TriAxon;
 - (C) any existing cause of action, claim or liability to prosecution of AcquisitionCo or TriAxon shall be unaffected;
 - (D) any civil, criminal or administrative action or proceeding pending by or against AcquisitionCo or TriAxon may be continued to be prosecuted by or against AmalCo;
 - (E) a conviction against, or ruling, order or judgment in favour of or against, AcquisitionCo or TriAxon may be enforced by or against AmalCo;
- (x) **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 Director under the CBCA which gives effect to the Arrangement shall be deemed to be the certificate of amalgamation of AmalCo;
- (xi) **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
- (xii) **Exchange and Cancellation of Shares.** On the amalgamation:
- (A) each issued and outstanding TriAxon Share (other than TriAxon Shares held by Crescent Point) shall be cancelled and such holder's name shall be removed from the register of holders of TriAxon Shares as of the Effective Date and in consideration therefor the holder thereof shall receive 0.18 of a Crescent Point Share in respect of each TriAxon Share so cancelled and the Crescent Point Shares held by such holder shall be added to the register of holders of Crescent Point Shares as of the Effective Date;
 - (B) the issued and outstanding AcquisitionCo Shares shall survive and continue to be shares of AmalCo without amendment; and
 - (C) the issued and outstanding TriAxon Shares held by Crescent Point shall be cancelled and in exchange Crescent Point shall receive an equal number of common shares of AmalCo and the common shares of AmalCo held by Crescent Point shall be added to the register of holders of common shares of AmalCo as of the Effective Date;
- (g) the wind-up of TEI shall be commenced in accordance with applicable laws and with the following:
- (i) the stated capital of all of the shares of TEI shall be reduced without payment to \$1.00 in aggregate immediately prior to the wind-up;

- (ii) all of the property of TEI shall be distributed to AmalCo;
 - (iii) AmalCo shall assume and become liable to pay, satisfy, discharge and observe, perform and fulfill all of the liabilities and obligations of TEI; and
 - (iv) a statement of intent to dissolve TEI shall be filed by AmalCo with the Registrar;
- (h) the wind-up of AmalCo shall be commenced in accordance with the following:
- (i) the stated capital of all of the shares of AmalCo shall be reduced without payment to \$1.00 in aggregate immediately prior to the wind-up;
 - (ii) all of the property of AmalCo shall be distributed to Crescent Point;
 - (iii) Crescent Point shall assume and become liable to pay, satisfy, discharge and observe, perform and fulfill all of the liabilities and obligations of AmalCo; and
 - (iv) a statement of intent to dissolve for AmalCo shall be filed by Crescent Point with the Director.
- 3.2 Crescent Point, TriAxon, AcquisitionCo, AmalCo, the Partnership 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 TriAxon Shareholder at the Effective Time, upon the transfer of each TriAxon Share pursuant to subsection 3.1(e):
- (a) each holder of a TriAxon Share shall cease to be a holder of the TriAxon Shares so transferred and the name of such holder shall be removed from the register of holders of TriAxon Shares as it relates to the TriAxon Shares so transferred; 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 subsection 3.1(e), and the name of such holder shall be added to the register of holders of Crescent Point Shares
- 3.4 With respect to each TriAxon Shareholder (other than Dissenting Shareholders and Exchanging TriAxon Shareholders) at the Effective Time, upon the cancellation of each TriAxon Share pursuant to subparagraph 3.1(f)(xii)(A):
- (a) each holder of a TriAxon Share shall cease to be a holder of the TriAxon Shares so cancelled and the name of such holder shall be removed from the register of holders of TriAxon Shares as it relates to the TriAxon Shares 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(f)(xii)(A), and the name of such holder shall be added to the register of holders of Crescent Point Shares.
- 3.5 A former holder of TriAxon Shares who is a Qualifying TriAxon Shareholder and acquires Crescent Point Shares pursuant to subsection 3.1(e) shall be entitled to make an income tax election pursuant to section 85 of the Tax Act (and the analogous provisions of applicable 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.

A Qualifying TriAxon Shareholder who is required to file a similar provincial form must provide a signed copy of the duly completed prescribed provincial form of election 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 TriAxon Shareholder within 30 days of receipt for filing by the TriAxon Shareholder with the applicable provincial authorities.

ARTICLE 4 OUTSTANDING CERTIFICATES AND FRACTIONAL SHARES

- 4.1 From and after the Effective Time, certificates formerly representing TriAxon Shares shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Shareholders, to receive the fair value of the TriAxon Shares represented by such certificates
- 4.2 Crescent Point, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of TriAxon Shares of a duly completed Letter of Transmittal and the certificates representing such TriAxon Shares, either will:
- (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 Depositary for pickup by such holder;
- certificates representing the number of Crescent Point Shares issued to such holder under the Arrangement.
- 4.3 If any certificate which immediately prior to the Effective Time represented an interest in outstanding TriAxon Shares that were 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 certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed 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 against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed
- 4.4 All dividends and distributions made with respect to any Crescent Point Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder thereof. All monies received by the Depositary shall be invested by it in interest-bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to section 4.5, the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of any applicable withholding and other taxes.

- 4.5 Any certificate formerly representing TriAxon Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of 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 TriAxon Shares to receive certificates representing Crescent Point Shares shall be deemed to be surrendered to Crescent Point together with all dividends, distributions or cash payments thereon held for such holder.
- 4.6 No fractional Crescent Point Shares will be issued. In the event that a TriAxon Shareholder would otherwise be entitled to a fractional Crescent Point Share hereunder, the number of Crescent Point Shares issued to such TriAxon 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 TriAxon Shares registered in the name of or beneficially held by such TriAxon Shareholder or their nominee shall be aggregated.

ARTICLE 5 DISSENTING SHAREHOLDERS

- 5.1 Each registered holder of TriAxon 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 TriAxon Shares and shall only be entitled to be paid the fair value of the holder's TriAxon Shares. A Dissenting Shareholder who is paid the fair value of the holder's TriAxon Shares shall be deemed to have transferred the holder's TriAxon Shares to Crescent Point at the Effective Time, notwithstanding the provisions of section 190 of the CBCA. A Dissenting Shareholder who, for any reason is not entitled to be paid the fair value of the holder's TriAxon Shares, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of TriAxon Shares that is not a Qualifying TriAxon Shareholder, notwithstanding the provisions of section 190 of the CBCA. The fair value of the TriAxon 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 TriAxon Shares at the TriAxon Meeting or, if not the same day, the day the last approval is obtained; but in no event shall TriAxon be required to recognize such Dissenting Shareholder as shareholders of TriAxon after the Effective Time and the names of such holders shall be removed from the applicable TriAxon register of shareholders as at the Effective Time. For greater certainty, in addition to any other restrictions in section 190 of the CBCA, no person who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

ARTICLE 6 AMENDMENTS

- 6.1 TriAxon and Crescent Point 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 TriAxon Meeting, approved by the Court; and (c) communicated to TriAxon Shareholders if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by TriAxon and Crescent Point at any time prior to or at the TriAxon Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the

TriAxon 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 TriAxon Meeting shall be effective only if: (a) it is consented to by each of TriAxon and Crescent Point; and (b) if required by the Court or applicable law, it is consented to by TriAxon Shareholders.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of Crescent Point and TriAxon, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Crescent Point and TriAxon, 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 and TriAxon or any former TriAxon Shareholder.