

VIA COURIER

May 4, 2017

Manitoba Growth, Enterprise and Trade
Mineral Resources/Petroleum Branch
360-1395 Ellice Avenue
Winnipeg, MB R3G 3P2

Attention: Leo Leonen


**Re: Manitoba Units
Acquisition of Unit Interests
Crescent Point Resources Partnership ("Crescent Point"), Vendor
Corex Resources Ltd. ("Corex"), Purchaser**

Pursuant to a Purchase and Sale Agreement dated March 1, 2017 (effective: January 1, 2017) Corex Resources acquired the following unit interests from Crescent Point:

Daly Unit No. 1	36.735636%
Daly Unit No. 3	37.848468%
North Virden Scallion Unit No. 1	35.3490440%
Virden Roselea Unit No. 1	34.50973866%
Virden Roselea Unit No. 2	32.144584%
Virden Roselea Unit No. 3	35.100788%
Routledge Unit No. 1	26.35817%

The resultant interests are:

Unit	Company	Unit Working Interest
Daly Unit No. 1	Corex Resources Ltd.	100%
Daly Unit No. 3	Corex Resources Ltd.	100%
North Virden Scallion Unit No. 1	Corex Resources Ltd. Milestone Petroleum Limited Pickrell, Daniel & Virginia Lintus Resources Ltd. Pickrell, Daniel	97.97071% 1.19351% 0.36941% 0.28166% 0.18471%
Virden Roselea Unit No. 1	Corex Resources Ltd. K&N Oil Developments North West Exploration Co. Ltd. Gem Oil Inc. Berwick Minerals Limited	99.5194975% 0.2796007% 0.0878189% 0.0590669% 0.0540160%
Virden Roselea Unit No. 2	Corex Resources Ltd. Gem Oil Inc. K&N Oil Developments	94.06278% 3.67547% 2.26175%
Virden Roselea Unit No. 3	Corex Resources Ltd.	100%
Routledge Unit No. 1	Corex Resources Ltd. Adanac Oil & Gas Limited Brunello Oil, Inc.	97.97815% 0.75740% 1.26445%

We have enclosed copies of Assignments of Unit Interests for each of the units listed above evidencing this transaction. Please update your records accordingly.

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

THE PARTIES HERETO agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of January 1, 2017 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be subject to all terms and conditions of the Governing Agreement.
4. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
5. The address for service of Assignee is:

Corex Resources Ltd.
3200, 700 – 2nd Street S. W.
Calgary, Alberta
T2P 2W2

Attention: Vice-President Land
Fax: 403-265-1952

6. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
7. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

The parties have executed and delivered this agreement as of the day and year first written above.

CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per:

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per:

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (36.735636%) in the DALY UNIT NO. 1

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Daly Unit No. 1

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CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

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COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

THE PARTIES HERETO agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of January 1, 2017 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be subject to all terms and conditions of the Governing Agreement.
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Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per: _____

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (37.848468%) in the DALY UNIT NO. 3

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Daly Unit No. 3

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

THE PARTIES HERETO agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of January 1, 2017 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be subject to all terms and conditions of the Governing Agreement.
4. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
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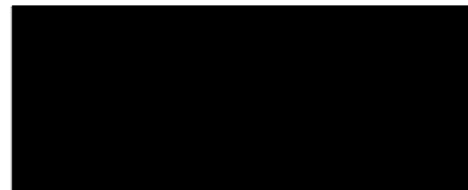
CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per: _____

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per: _____

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (35.3490440%) in the NORTH VIRDEN SCALLION UNIT NO. 1

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of North Virden Scallion Unit No. 1

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

THE PARTIES HERETO agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of January 1, 2017 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be subject to all terms and conditions of the Governing Agreement.
4. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
5. The address for service of Assignee is:

Corex Resources Ltd.
3200, 700 – 2nd Street S. W.
Calgary, Alberta
T2P 2W2

Attention: Vice-President Land
Fax: 403-265-1952

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CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per:

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per:

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (34.50973866%) in the VIRDEN-ROSELEA UNIT NO. 1

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Virden-Roselea Unit No. 1

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

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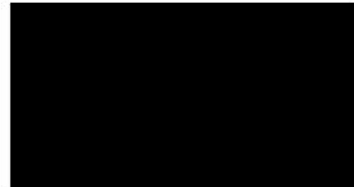
CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per: _____

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per: _____

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (32.144584%) in the VIRDEN-ROSELEA UNIT NO. 2

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Virden-Roselea Unit No. 2

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

Assignor has conveyed to Assignee all of the right, title, estate and interest of Assignor in the Unit Interest pursuant to the terms and conditions of an Agreement of Purchase and Sale dated March 1, 2017 (the "Governing Agreement").

THE PARTIES HERETO agree as follows:

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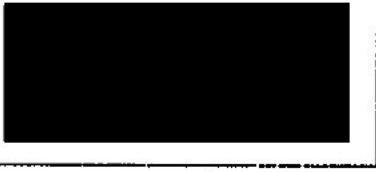
Corex Resources Ltd.
3200, 700 – 2nd Street S. W.
Calgary, Alberta
T2P 2W2

Attention: Vice-President Land
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The parties have executed and delivered this agreement as of the day and year first written above.

CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per:

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per:

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (35.100788%) in the VIRDEN-ROSELEA UNIT NO. 3

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Virden-Roselea Unit No. 3

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT is made as of May 1, 2017 between

CRESCENT POINT RESOURCES PARTNERSHIP, a general partnership, having an office in the City of Calgary, in the Province of Alberta (the "Assignor")

- and -

COREX RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (the "Assignee")

RECITALS:

Assignor is the holder of the interest in the unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest").

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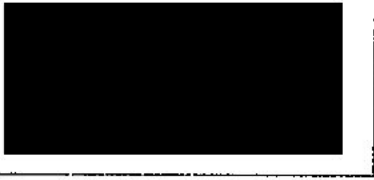
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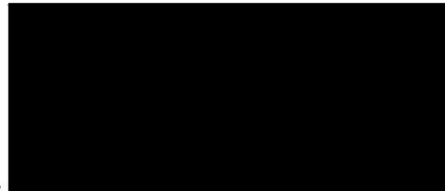
CRESCENT POINT RESOURCES PARTNERSHIP,
By its Managing Partner,
CRESCENT POINT ENERGY CORP.
(Assignor)



Per: _____

Paul Tyson
Manager - Joint Venture

COREX RESOURCES LTD.
(Assignee)



Per: _____

David McGuinness,
Executive Vice-President, Land

SCHEDULE "A" ATTACHED TO AN ASSIGNMENT OF UNIT INTEREST DATED MAY 1, 2017 BETWEEN CRESCENT POINT RESOURCES PARTNERSHIP, AS ASSIGNOR AND COREX RESOURCES LTD., AS ASSIGNEE

Unit Interest

Assignor's entire interest (26.35817%) in the ROUTLEDGE UNIT NO. 1

Agreement(s) (for reference)

Plan for Unit Operation Governing the Unitized Management Operation and Further Development of Routledge Unit No. 1