

CORPORATE ACCESS NUMBER: 2014475988

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMALGAMATION**

**CRESCENT POINT GENERAL PARTNER CORP.
IS THE RESULT OF AN AMALGAMATION FILED ON 2009/01/15.**



Articles Of Amalgamation

Business Corporations Act
Section 185

1. Name of Amalgamated Corporation

Crescent Point General Partner Corp.

2. The classes of shares, and any maximum number of shares that the corporation is authorized to issue:
The attached Schedule re Authorized Shares is incorporated in this form.

FILED

JAN 15 2009

McCarthy Tétrault LLP
Calgary, Alberta

3. Restrictions on share transfers (if any):

The attached Schedule re Share Transfer Restrictions is incorporated in this form.

Per: Y. Plate

4. Number, or minimum and maximum number of directors:

Minimum: 1 Maximum: 15

5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):

None

6. Other provisions (if any):

The attached Schedule re Other Provisions is incorporated in this form

7. Name of Amalgamating Corporations

Corporate Access Number

Name of Amalgamating Corporations	Corporate Access Number
Crescent Point General Partner Corp.	2013750738
Villanova Energy Corp.	2014475558

Scott Saxberg

Name of Person Authorizing (please print)

Director

Title (please print)



Signature

January 15, 2009

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4, (780) 422-7330

REG 3068 (99/01)

192892-408489
DOCS #270813

**Articles of Amalgamation
For
CRESCENT POINT GENERAL PARTNER CORP.**

Share Structure:	THE ATTACHED SCHEDULE RE AUTHORIZED SHARES IS INCORPORATED IN THIS FORM.
Share Transfers Restrictions:	THE ATTACHED SCHEDULE RE SHARE TRANSFER RESTRICTIONS IS INCORPORATED IN THIS FORM.
Number of Directors:	
Min Number of Directors:	1
Max Number of Directors:	15
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	THE ATTACHED SCHEDULE RE OTHER PROVISIONS IS INCORPORATED IN THIS FORM.

**Registration Authorized By: JULIAMAI L. GIFFEN
SOLICITOR**

SCHEDULE RE AUTHORIZED SHARES
CRESCENT POINT GENERAL PARTNER CORP.

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of Class A Preferred Shares ("Class A Shares") and an unlimited number of Class B Preferred Shares ("Class B Shares").

I. COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

1. Voting

1.1 The holders of the Common Shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each Common Share held at such meetings.

2. Dividends

2.1 Holders of Common Shares shall be entitled to receive, if, as and when declared by the Board of Directors, such dividends as may be declared thereon by the Board of Directors from time to time to the exclusion of holders of Class A Shares and Class B Shares.

3. Liquidation, Dissolution or Winding-Up

3.1 In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a "Distribution"), holders of Common Shares shall be entitled, subject to the preferences accorded to holders of any other shares of the Corporation ranking senior to the Common Shares from time to time with respect to payment on a Distribution, to share equally, share for share, in the remaining property of the Corporation.

II. CLASS A PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Class A Shares are as follows:

1. Definition of Redemption Amount

1.1 "Redemption Amount" for a Class A Share shall be equal to \$0.10 per share, plus all declared and unpaid dividends in respect of such share to the date of redemption.

2. Voting Rights and Amendments

2.1 Subject to the Business Corporations Act (Alberta) (the "Act"), holders of Class A Shares shall not be entitled to receive notice of, attend or vote at meetings of shareholders of the Corporation.

2.2 The rights, privileges, restrictions and conditions attached to the Class A Shares may be amended, modified, suspended, altered or repealed but only if consented to, or approved by, the holders of the

Class A Shares in accordance with the requirements of the Act.

3. Dividends

3.1 Holders of Class A Shares shall be entitled to receive, if, as and when declared by the Board of Directors, such dividends as may be declared thereon by the Board of Directors from time to time to the exclusion of holders of Common Shares and Class B Shares.

4. Liquidation

4.1 The holders of the Class A Shares and Class B Shares shall rank equally with respect to any Distribution and in the event of a Distribution, shall be entitled to payment of an amount equal to the Redemption Amount for each Class A Share and each Class B Share in priority to the holders of the Common Shares or any class ranking junior to the Class A Shares and Class B Shares.

5. Redemption by the Corporation

5.1 Subject to the Act, the Corporation may, without providing notice to the holders thereof, redeem at any time the whole or from time to time any part of the then outstanding Class A Shares on payment or deposit of the Redemption Amount for each Class A Share to be redeemed.

If part only of the Class A Shares represented by any certificate are redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

5.2 Subject to the Act, the Corporation shall pay to the holder of the Class A Shares to be redeemed the Redemption Amount of each such share on or after the date of redemption, provided that such holder has presented and surrendered to the Corporation the certificates representing the Class A Shares so called for redemption. Payment for Class A Shares to be redeemed by the Corporation may at its option be paid in trust units or fractional trust units of Crescent Point Energy Trust having a fair market value equal to the Redemption Amount. If the Corporation elects to pay the Redemption Amount in cash, such payment shall be made by cheque payable at par in Canadian funds at any branch of the Corporation's bankers. Such payment shall be sent in accordance with the Act to the holder of such Class A Shares and redemption shall be deemed to have taken place upon such sending.

5.3 From and after the date of redemption, the holders of any such Class A Shares to be redeemed shall not be entitled to exercise any of the rights of the holders of Class A Shares in respect thereof unless payment or deposit of the Redemption Amount per Class A Share shall not be made in accordance with the foregoing provisions, in which event the rights of the holders of such Class A Shares shall remain unaffected.

6. Redemption at the Option of the Holders of Class A Shares

6.1 Subject to the provisions of the Act, a holder of Class A Shares shall be entitled to require the Corporation to redeem at any time or from time to time all or any part of the Class A Shares held by such holder by depositing with the Corporation:

(a) an irrevocable request in writing specifying:

(i) that such holder desires to have the whole or any part of the Class A Shares held by such holder redeemed by the Corporation; and

(ii) the business day, which shall not be less than three business days after the day on which the request in writing is deposited with the Corporation, on which the holder desires to have the Corporation redeem such shares (the "Retraction Date") and

(b) the share certificate(s) representing the Class A Shares which the holder desires to have the Corporation redeem.

If part only of the Class A Shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

6.2 On the Retraction Date the Corporation, if permitted by the Act, shall redeem the number of Class A Shares to be redeemed by paying the holder of such Class A Shares an amount per share equal to the Redemption Amount, provided that all requirements set out under this clause have been complied with. Payment for Class A Shares to be redeemed by the Corporation shall be made by cheque payable at par in Canadian funds at any branch of the Corporation's bankers. Such payment shall be sent in accordance with the Act to the holder of such Class A Shares and redemption shall be deemed to have taken place upon such sending. If on the Retraction Date the Corporation would be prevented by the Act from redeeming all of the Class A Shares requested by the holder thereof to be redeemed, the Corporation shall redeem, disregarding fractions, that number of Class A Shares that it is permitted by the Act to redeem and the Corporation shall redeem the balance of the outstanding Class A Shares requested by such holder to be redeemed at the earliest time or times as the redemption is permitted by the Act.

6.3 From and after the Retraction Date, the holders of any such Class A Shares to be redeemed shall not be entitled to exercise any of the rights of the holders of Class A Shares in respect thereof unless payment of the Redemption Amount per Class A Share shall not be made in accordance with the foregoing provisions, in which event the rights of the holders of such Class A Shares shall remain unaffected.

III. CLASS B PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Class B Shares are as follows:

1. Definition of Redemption Amount

1.1 "Class B Share Consideration Amount" shall be an amount which is equal to the aggregate fair market value of the consideration received by the Corporation for the issuance of the Class B Shares which are issued and outstanding from time to time.

1.2 "Redemption Amount" for a Class B Share shall be equal to the quotient obtained by dividing the Class B Share Consideration

Amount by the number of issued and outstanding Class B Shares plus all declared and unpaid dividends in such Class B Shares to the date of redemption.

2. Voting Rights and Amendments

2.1 Subject to the Act, holders of Class B Shares shall not be entitled to receive notice of, attend or vote at meetings of shareholders of the Corporation.

2.2 The rights, privileges, restrictions and conditions attached to the Class B Shares may be amended, modified, suspended, altered or repealed but only if consented to, or approved by, the holders of the Class B Shares in accordance with the requirements of the Act.

3. Dividends

3.1 Holders of Class B Shares shall be entitled to receive, if, as and when declared by the Board of Directors, such dividends as may be declared thereon by the Board of Directors from time to time to the exclusion of holders of Common Shares and Class A Shares.

4. Liquidation

4.1 The holders of the Class A Shares and Class B Shares shall rank equally with respect to any Distribution and in the event of a Distribution, shall be entitled to payment of an amount equal to the Redemption Amount for each Class A Share and each Class B Share in priority to the holders of the Common Shares or any class ranking junior to the Class A Shares and Class B Shares.

5. Redemption by the Corporation

5.1 Subject to the Act, the Corporation may, without providing notice to the holders thereof, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares on payment or deposit of the Redemption Amount for each Class B Share to be redeemed.

If part only of the Class B Shares represented by any certificate are redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

5.2 Subject to the Act, the Corporation shall pay to the holder of the Class B Shares to be redeemed the Redemption Amount of each such share on or after the date of redemption, provided that such holder has presented and surrendered to the Corporation the certificates representing the Class B Shares so called for redemption. Payment for Class B Shares to be redeemed by the Corporation may at its option be paid in trust units or fractional trust units of Crescent Point Energy Trust having a fair market value equal to the Redemption Amount. If the Corporation elects to pay the redemption in cash, such payment shall be made by cheque payable at par in Canadian funds at any branch of the Corporation's bankers. Such payment shall be sent in accordance with the Act to the holder of such Class B Shares and redemption shall be deemed to have taken place upon such sending.

5.3 From and after the date of redemption, the holders of any such Class B Shares to be redeemed shall not be entitled to exercise any of the rights of the holders of Class B Shares in respect thereof unless

payment or deposit of the Redemption Amount per Class B Share shall not be made in accordance with the foregoing provisions, in which event the rights of the holders of such Class B Shares shall remain unaffected.

6. Redemption at the Option of the Holders of Class B Shares

6.1 Subject to the provisions of the Act, a holder of Class B Shares shall be entitled to require the Corporation to redeem at any time or from time to time all or any part of the Class B Shares held by such holder by depositing with the Corporation:

- (a) an irrevocable request in writing specifying:
 - (i) that such holder desires to have the whole or any part of the Class B Shares held by such holder redeemed by the Corporation; and
 - (ii) the business day, which shall not be less than three business days after the day on which the request in writing is deposited with the Corporation, on which the holder desires to have the Corporation redeem such shares (the "Retraction Date") and
- (b) the share certificate(s) representing the Class B Shares which the holder desires to have the Corporation redeem.

If part only of the Class B Shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

6.2 On the Retraction Date the Corporation, if permitted by the Act, shall redeem the number of Class B Shares to be redeemed by paying the holder of such Class B Shares an amount per share equal to the Redemption Amount, provided that all requirements set out under this clause have been complied with. Payment for Class B Shares to be redeemed by the Corporation shall be made by cheque payable at par in Canadian funds at any branch of the Corporation's bankers. Such payment shall be sent in accordance with the Act to the holder of such Class B Shares and redemption shall be deemed to have taken place upon such sending. If on the Retraction Date the Corporation would be prevented by the Act from redeeming all of the Class B Shares requested by the holder thereof to be redeemed, the Corporation shall redeem, disregarding fractions, that number of Class B Shares that it is permitted by the Act to redeem and the Corporation shall redeem the balance of the outstanding Class B Shares requested by such holder to be redeemed at the earliest time or times as the redemption is permitted by the Act.

6.3 From and after the Retraction Date, the holders of any such Class B Shares to be redeemed shall not be entitled to exercise any of the rights of the holders of Class B Shares in respect thereof unless payment of the Redemption Amount per Class B Share shall not be made in accordance with the foregoing provisions, in which event the rights of the holders of such Class B Shares shall remain unaffected.

SCHEDULE RE SHARE TRANSFER RESTRICTIONS
CRESCENT POINT GENERAL PARTNER CORP.

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in the Schedule re Other Provisions to these Articles.

SCHEDULE RE OTHER PROVISIONS
CRESCENT POINT GENERAL PARTNER CORP.

(1) The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting but the number of additional directors shall not at any time exceed one-third (1/3) of the number of directors who held office at expiration of the last annual meeting.

(2) No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

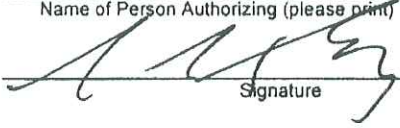
(3) Meetings of shareholders may be held outside of Alberta.

(4) The by-laws of the former Crescent Point General Partner Corp. shall, mutatis mutandis, be the by-laws of the Corporation, such by-laws from and after the effective date hereof to be supplemented, amended or repealed in accordance with the provisions of the Business Corporations Act (Alberta) relating to the making, amending and repealing of by-laws.

6. To be completed only by Alberta Corporations:

Are at least one quarter of the members of the Board of Directors resident Canadians?

Yes No

Scott Saxberg January 15, 2009
Name of Person Authorizing (please print) Telephone Number (daytime) Date
 Director
Signature Title (please print)

FILED
JAN 15 2009
McCarthy Tétrault LLP
Calgary, Alberta
Per: 

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4, (780) 422-7330

REG 3017(9901)

192892-408489
DACS #270831

Notice Of Address or Notice of Change of Address

Business Corporations Act
Section 20

1. Name of Corporation	2. Corporate Access Number
Crescent Point General Partner Corp.	

3. Address of Registered Office (P.O. box number can only be used by a Society)			
Street	City/Town	Province	Postal Code
3300, 421 -7 Avenue S.W.	Calgary	Alberta	T2P 4K9

OR

Legal Land Description	Section	Township	Range	Meridian

4. Records Address (P.O. Box number cannot be used)			
Street	City/Town	Province	Postal Code
3300, 421 -7 Avenue S.W.	Calgary	Alberta	T2P 4K9

OR

Legal Land Description	Section	Township	Range	Meridian

5. Address for Service by Mail (if different from Item 3)
NOTE: If this is a change, please read instruction carefully.

--

FILED

JAN 15 2009

McCarthy Tétrault LLP
Calgary, Alberta

Per: *J Peate*

Scott Saxberg		January 15, 2009
Name of Person Authorizing (please print)	Telephone Number (daytime)	Date
<u><i>Scott Saxberg</i></u>		
Signature		Director
		Title (please print)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, 3rd Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta T5J 4L4, (780) 422-7330

REG 3018(99/01)

192892-408489
DOCS #270893



10000707103464239

CAN: 2014475988

In the Matter of the
Business Corporations Act (Alberta)

and

In the Matter of Articles of Amalgamation
Filed Pursuant to Section 185 of the Said Act

FILED

JAN 15 2009

McCarthy Tétrault LLP
Calgary, Alberta

In the Name

Per: *J. Peate*

CRESCENT POINT GENERAL PARTNER CORP.

Statutory Declaration

I, Scott Saxberg, of the City of Calgary, in the Province of Alberta, refer to the proposed amalgamation of Crescent Point General Partner Corp. (the "Corporation") with Villanova Energy Corp. ("Villanova") and DO SOLEMNLY DECLARE that:

1. I am a proposed director of the Amalgamated Corporation (as defined below) and have personal knowledge of the matters herein deposed to.
2. I have satisfied myself that as of the date hereof there are reasonable grounds for believing that:
 - (a) the corporation continuing from the amalgamation of the Corporation and Villanova (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - (b) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation or Villanova will be prejudiced by the said amalgamation.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the City of
Calgary, in the Province of Alberta, this
15 day of January, 2009.

Jullamai L. Giffen
A Commissioner for Oaths in and for the
Province of Alberta

Jullamai L. Giffen
Barrister & Solicitor

Scott Saxberg
Scott Saxberg

Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2009/01/15

Corporate Access Number: 2014475988

Service Request Number: 12590001
Alberta Corporation Type: Named Alberta Corporation
Legal Entity Name: CRESCENT POINT GENERAL PARTNER CORP.
French Equivalent Name:
Nuans Number:
Nuans Date:
French Nuans Number:
French Nuans Date:

REGISTERED ADDRESS

Street: 3300, 421 - 7 AVENUE S.W.
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4K9

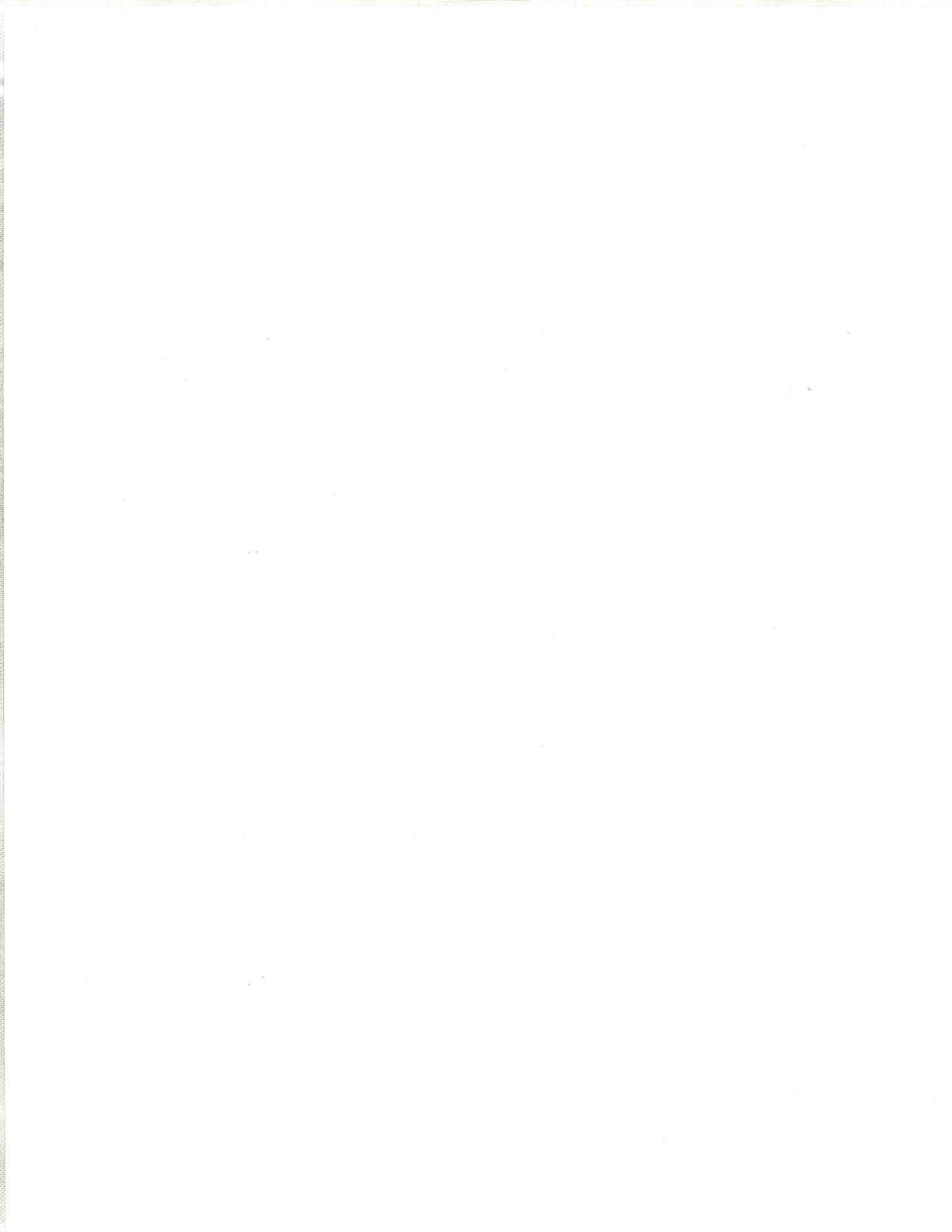
RECORDS ADDRESS

Street: 3300, 421 - 7 AVENUE S.W.
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4K9

ADDRESS FOR SERVICE BY MAIL

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

Share Structure: THE ATTACHED SCHEDULE RE AUTHORIZED SHARES IS INCORPORATED IN THIS FORM.
Share Transfers Restrictions: THE ATTACHED SCHEDULE RE SHARE TRANSFER RESTRICTIONS IS INCORPORATED IN THIS FORM.
Number of Directors:



Postal Code:
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: CUGNET
First Name: KENNEY
Middle Name: F.
Street/Box Number:
City:
Province:
Postal Code:
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: BANNISTER
First Name: PETER
Middle Name:
Street/Box Number:
City:
Province:
Postal Code:
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: TURNBULL
First Name: GREGORY
Middle Name: G.
Street/Box Number:
City:
Province:
Postal Code:
Country:
Resident Canadian: Y
Named On Stat Dec:

Last Name: ROMANZIN
First Name: GERALD
Middle Name: A.
Street/Box Number:

City:
Province:
Postal Code:
Country:
Resident Canadian: Y
Named On Stat Dec:

Amalgamating Corporation

Corporate Access Number	Legal Entity Name
2013750738	CRESCENT POINT GENERAL PARTNER CORP.
2014475558	VILLANOVA ENERGY CORP.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2009/01/15
Statutory Declaration	10000707103464239	2009/01/15
Share Structure	ELECTRONIC	2009/01/15
Restrictions on Share Transfers	ELECTRONIC	2009/01/15

Registration Authorized By: JULIAMAI L. GIFFEN
SOLICITOR