FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED SYNDICATED CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED SYNDICATED CREDIT AGREEMENT (this "**Amendment**") is dated as of October 10, 2008 and entered into by and between **OLYMPIA TRUST COMPANY**, in its capacity as trustee of **CRESCENT POINT ENERGY TRUST**, as borrower, and **THE BANK OF NOVA SCOTIA**, a Canadian chartered bank, as Agent and the Lenders, and is made with reference to that certain Second Amended and Restated Syndicated Credit Agreement dated as of March 1, 2007 by and between the Borrower, the Agent and the Lenders as amended by the first amendment dated May 28, 2007, the second amendment dated October 22, 2007 and the third amendment dated May 26, 2008 (such Second Amended and Restated Syndicated Credit Agreement, as so amended, being referred to herein as the "**Credit Agreement**").

RECITALS

WHEREAS the Borrower and the Lenders desire to amend the Credit Agreement to (i) amend the Authorized Amount and Borrowing Base Limit; and (ii) make certain other amendments.

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1
DEFINITIONS

1.1 Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement.

SECTION 2
AMENDMENTS TO THE CREDIT AGREEMENT

2.1 **Amendment to Existing Definitions**.

(a) The definitions of "Authorized Amount", "Credit Facility", "Margin" and "Operating Credit Agreement" in Section 1.1 of the Credit Agreement are amended to read as follows:

"**Authorized Amount**" means Cdn. $1,070,000,000 or the Equivalent Amount of U.S. Dollars.

"**Credit Facility**" means the revolving/non-revolving term credit facility in the maximum principal amount of Cdn. $1,070,000,000 or the Equivalent Amount in U.S. Dollars to be made available by the Lenders to the Borrower in accordance with, and subject to reduction in accordance with, the provisions hereof.

"**Margin**" means:

(a) in respect of the period commencing on the Effective Date and ending on the Conversion Date, a margin expressed as a rate per 365 day period for Prime Rate Loans, U.S. Base Rate Loans, fees payable upon the acceptance of Bankers' Acceptances, and payment of Standby Fees, payable to the Lenders as set forth in the table below:

Type of Borrowing or Fee	Debt to Cash Flow Ratio				
	≤1.0 to 1.0	>1.0 to 1.0 ≤1.5 to 1.0	>1.5 to 1.0 ≤2.0 to 1.0	>2.0 to 1.0 ≤2.5 to 1.0	>2.5 to 1.0
Bankers Acceptances	90 BPs	100 BPs	112.5 BPs	132.5 BPs	157.5 BPs
Prime Rate Loans	0 BPs	0 BPs	12.5 BPs	32.5 BPs	57.5 BPs
U.S. Base Rate Loans	0 BPs	0 BPs	12.5 BPs	32.5 BPs	57.5 BPs
Standby Fees	15 BPs	15 BPs	17.5 BPs	20 BPs	25 BPs

(b) in respect of the period commencing on the Conversion Date and ending on the Maturity Date, a margin expressed as a rate per 365 day period for Prime Rate Loans, U.S. Base Rate Loans and fees payable upon the acceptance of Bankers' Acceptances payable to the Lenders as set forth in the table below:

Type of Borrowing or Fee	Debt to Cash Flow Ratio				
	≤1.0 to 1.0	>1.0 to 1.0 ≤1.5 to 1.0	>1.5 to 1.0 ≤2.0 to 1.0	>2.0 to 1.0 ≤2.5 to 1.0	>2.5 to 1.0
Bankers Acceptances	115 BPs	125 BPs	137.5 BPs	157.5 BPs	182.5 BPs
Prime Rate Loans	25 BPs	25 BPs	37.5 BPs	57.5 BPs	82.5 BPs
U.S. Base Rate Loans	25 BPs	25 BPs	37.5 BPs	57.5 BPs	82.5 BPs

"**Operating Credit Agreement**" means the second amended and restated letter loan agreement dated May 26, 2008 between the Borrower, as borrower, and BNS, as lender, in respect of an operating credit facility, as such agreement may be amended, supplemented, extended, revised or restated from time to time.

2.2 **Individual Commitment Amounts**. The Parties agree that upon satisfaction of the conditions precedent to this agreement set out in Section 3 hereof (referred to herein as the "Effective Date"), the Individual Commitments of the Lenders shall be the amount set out beneath each Lender's signature on the signature page of this Amendment, subject to subsequent reduction or adjustment pursuant to the Credit Agreement.

2.3 **Borrowing Base Limit**. Commencing from the Effective Date of this Amendment, the Borrowing Base Limit is Cdn. $1,150,000,000, subject to further adjustment and redetermination as provided for in Article 10 of the Credit Agreement.

SECTION 3
CONDITIONS PRECEDENT

3.1 Section 2 of this Amendment shall become effective only upon the satisfaction of the following conditions precedent (which the Agent and the Lenders may waive in whole or in part on such terms as they deem appropriate in their absolute discretion):

(a) Receipt by the Agent in form and substance satisfactory to it of the following:

(i) all credit documentation required by the Agent and the Lenders in respect of the Credit Facility on terms and conditions satisfactory to the Lenders;

(ii) an officer's certificate from each of the Borrower and the Guarantors certifying as to the authorization of this Amendment and the acknowledgement hereto, as applicable;

(iii) an opinion of the Borrower's Counsel, addressed to the Agent and the Lenders, in respect of the Borrower and the Guarantors and this Amendment, as to status, authority, authorization, execution, delivery, validity and enforceability, and such other matters as the Agent requires;

(b) Payment of all fees due by the Borrower to the Agent and the Lenders;

(c) No Default or Event of Default then existing; and

(d) There being no material adverse change in the financial condition of the Borrower or any of the Guarantors, taken as a whole, since the date of the last annual financial statements of the Borrower on a Consolidated Basis.

SECTION 4
REPRESENTATIONS AND WARRANTIES

4.1 In order to induce the Agent and the Lenders to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, the Borrower represents and warrants to the Agent and the Lenders as of the date hereof:

(a) The Borrower has the full power and capacity to enter into this Amendment and to perform its obligations under the Credit Agreement, as amended by this Amendment (the "**Amended Agreement**").

(b) The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of the Amended Agreement have been duly authorized by all necessary action on the part of the Borrower.

(c) The execution and delivery by the Borrower of this Amendment and the performance by the Borrower of the Amended Agreement do not conflict with or contravene or constitute a default under (i) the Trust Indenture or any resolutions of the Borrower; (ii) any agreement or instrument to which the Borrower is a party or by which it is bound; or (iii) any law, regulation, judgment, order, license or permit having application to the Borrower or any of its property or assets, except to the extent that any such conflict or default would not have a Material Adverse Effect.

(d) This Amendment has been duly executed and delivered by the Borrower and the Amended Agreement is a legally valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(e) The representations and warranties contained in Article 12 of the Credit Agreement (other than those which are within the scope of paragraphs (a) to (d above) are and will be true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.

SECTION 5
MISCELLANEOUS

5.1 **Reference to the Credit Agreement and the Other Loan Documents**.

(a) On and after the date hereof, each reference in the Credit Agreement to "**this Agreement**", "**hereunder**", "**hereof**", "**herein**" or words of like import referring to the Credit Agreement and each reference in the other Loan Documents to the "**Credit Agreement**," "**thereunder**," "**thereof**" or words of like import referring to the Credit Agreement shall mean and be a reference to the Amended Agreement.

(b) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Agent or the Lenders under, the Credit Agreement or any of the other Loan Documents.

5.2 **Fees and Expenses**. The Borrower acknowledges that all reasonable costs, fees and expenses as incurred by the Agent and the Lenders and the Lender's Counsel with respect to this Amendment shall be for the account of Borrower.

5.3 **Headings**. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

5.4 **Applicable Law**. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

5.5 **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

5.6 **Olympia Execution**. The parties hereto acknowledge that Olympia Trust Company is entering into this Amendment solely in its capacity as Trustee on behalf of Crescent Point Energy Trust and the obligations of Crescent Point Energy Trust hereunder shall be binding upon Olympia Trust Company in such capacity provided that any recourse against Olympia Trust Company in such capacity or against any Unitholder or in any manner in respect of any indebtedness, obligation or liability of Olympia Trust Company in its capacity as trustee of Crescent Point Energy Trust arising hereunder or arising in connection herewith or from the matters to which this Amendment relate, including without limitation, claims based in contract, negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of the Trust Fund as defined in the Trust Indenture as such Trust Indenture may, subject to compliance with Section 13.2(h) of the Credit Agreement, be amended from time to time.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

AGENT:

THE BANK OF NOVA SCOTIA

Per: ______________________________
Name: Richard Lee
Title: Managing Director

Per: ______________________________
Name: Jeff Cebryk
Title: Director

BORROWER:

OLYMPIA TRUST COMPANY, as trustee of CRESCENT POINT ENERGY TRUST

Per:
Name: W. Anne DeWaele
Title: Senior Trust Officer

Per:
Name: **Sangita Prasad**
Title: **Assistant Vice President**

LENDERS:

THE BANK OF NOVA SCOTIA

Per: ______________________
Name: Richard Lee
Title: Managing Director

Per: ______________________
Name: Jeff Cebryk
Title: Director

Individual Commitment Amount: $135,625,000

BANK OF MONTREAL

Per:
Name: Katherine Wytrykush
Title: Vice President

Per: ______________________
Name:
Title:

Individual Commitment Amount: $215,625,000

THE TORONTO-DOMINION BANK

Per:
Name: Clark Terriff
Title: Vice President & Director

Per:
Name: David Radomsky
Title: Vice President

Individual Commitment Amount: $182,500,000

ROYAL BANK OF CANADA

Per: ______________________
Name: Teresa ~~Hornett~~
Title: Authorized Signatory

Individual Commitment Amount: $130,000,000

CANADIAN IMPERIAL BANK OF COMMERCE

Per:
Name: **Kevin McConnell**
Title: **Authorized Signatory**

Per:
Name: **Dale Meger**
Title: **Authorized Signatory**

Individual Commitment Amount: $126,500,000

NATIONAL BANK OF CANADA

Per: ______________________
Name: Doug Ruzicki
Title: Authorized Signatory

Per: ______________________
Name: Greg Steidl
Title: Authorized Signatory

Individual Commitment Amount: $69,000,000

SOCIÉTÉ GÉNÉRALE (CANADA BRANCH)

Per: ____________________
Name: Robert PAGE
Title: Managing Director

Per: ____________________
Name: Paul PRIMAVESI
Title: Vice President

Individual Commitment Amount: $69,000,000

ALBERTA TREASURY BRANCHES

Per: ____________________
Name: Brad Heck
Title: Director

Per: ____________________
Name: Wes Jardine
Title: Associate Director

Individual Commitment Amount: $51,750,000

BNP PARIBAS (CANADA)

Per:
Name: **Chris Rice**
Title: **Vice President**

Per:
Name: **Jean-Philippe Cadot**
Title: **Director**

Individual Commitment Amount: $45,000,000

FORTIS CAPITAL (CANADA) LTD.

Per: ______________________
Name: **Doug Clark**
Title: **Director**

Per: ______________________
Name: **Cory Wallin**
Title: **Assistant Vice President**

Individual Commitment Amount: $45,000,000

In consideration of the Agent and the Lenders entering into this Amendment, the provisions of this Amendment are hereby acknowledged and agreed to by the undersigned Guarantors and the undersigned Guarantors hereby confirm that the Guarantor Security provided by them, as applicable, remains in full force and effect:

CRESCENT POINT GENERAL PARTNER CORP.

Per: ______________________
Name: Greg Tisdale
Title: Chief Financial Officer

CRESCENT POINT RESOURCES INC.

Per: ______________________
Name: Greg Tisdale
Title: Chief Financial Officer

CRESCENT POINT RESOURCES LIMITED PARTNERSHIP, by its General Partner, **CRESCENT POINT GENERAL PARTNER CORP.**

Per: ______________________
Name: Greg Tisdale
Title: Chief Financial Officer

THE CRESCENT POINT COMMERCIAL TRUSTEES, in their capacity as trustees of **CRESCENT POINT COMMERCIAL TRUST**

____
Witness as to the signature of Gregory Turnbull

____
GREGORY TURNBULL

____
Witness as to the signature of Paul Colborne

____
PAUL COLBORNE

Execution Form