

STRICTLY CONFIDENTIAL

_____ (Date)
_____ (Recipient Company Full Legal Name)
_____ (Recipient Company Address)

Attention: _____ (Name of contact person)
_____ (Title of contact person)

Re: Possible Transaction between Granite Oil Corp. ("Granite") and
_____ (**"you"**)

In connection with your analysis of a possible Transaction between you and Granite Oil Corp., you have requested certain Evaluation Material in respect of Granite.

In consideration of furnishing you with or providing you access to certain Evaluation Materials, Granite requires your agreement to the provisions of this Agreement. It is understood and acknowledged that, where the terms "**you and your**" are used in this Agreement, the same shall be construed as including directors, officers, employees, agents, consultants, advisors, Affiliates and counsel.

Wheresoever used in this Agreement, the following terms shall bear the respective definitions hereinafter given, namely:

"Affiliate" shall have the meaning ascribed thereto in the ASA;

"ASA" means the *Securities Act (Alberta)*;

"this Agreement" means the agreement consisting of this letter and your acceptance hereof;

"Data Room" means the room or rooms (actual, virtual or otherwise) containing Evaluation Material;

"Effective Date" means the day, month and year first above written;

"Evaluation" means an evaluation of the properties, assets, operations, and liabilities of Granite made or to be made in contemplation of a Transaction;

"Evaluation Material" means all information of whatsoever nature or kind, provided or made available to you and the Representatives identified by you in Attachment "A" (including without limitation, written information and information which may be transmitted orally, electronically, visually or by any other means

and whether or not it is identified as "confidential") relating to Granite and its businesses, affairs, financial position, assets, operations, prospects, activities, shareholders, lenders, employees, consultants or contractors or to a Transaction including, without limitation, information provided for inspection in any Data Room and all agreements, documents, correspondence, interpretation, models, reports, evaluations, notes, analyses, financial statements, geological, engineering, seismic (either trade or proprietary) geophysical and/or land maps or data, know-how, processes, inventions, improvements, trade secrets or any other documents, data, marketing materials or information pertaining in any way whatsoever to Granite, together with all summaries, reports, analyses, evaluations, compilations, notes, studies or other documents or records in any form prepared by you or your Representatives containing or based upon, in whole or in part, such information or reflecting the review of, or interest in Granite or the Transaction ("**Notes**") and includes all information, if any, previously provided or made available to you or your Representatives; provided that Evaluation Material (excluding for this purpose, Personal Information (as defined herein) will not include any information which: (i) at the time of its disclosure to you is, or thereafter becomes, generally available to by the public (other than as a result of a disclosure directly or indirectly by you or your Representatives or pursuant to Section 6 hereof); (ii) you can demonstrate was available to you on a non-confidential basis from a source other than Granite provided that such source is not and was not, to your knowledge prohibited or restricted from transmitting or communicating the information to you or bound or by a confidentiality agreement with or other contractual, legal or fiduciary obligation to, Granite; or (iii) you can demonstrate has been independently acquired or developed by you without violating any of your obligations under this or any other agreement you may have with any Person;

"**Person**" means any natural or legal person, including a corporation, trust or partnership;

"**Representative**" means, in the case of your Representatives, any of your employees, officers, directors, agents, Affiliates, controlling persons or any advisors, counsel or consultants who are involved in the preparation of an Evaluation for you or any potential debt providers or equity underwriters involved in financing a Transaction for you and, in the case of Granite's Representatives, any of its employees, officers, directors, shareholders, agents or any advisors, counsel or consultants;

"**Term**" means a period of 12 months commencing on the Effective Date; and

"**Transaction**" means one or more proposed transactions involving a sale or merger of Granite or other form of business combination, a sale or joint venture involving all or a portion of the assets, a recapitalization of Granite or other form of strategic investment, or the purchase of assets.

Where any word or term is used herein in the singular or neuter, the same shall include the plural or masculine or feminine as the context may require.

1. **Non-Disclosure of Possible Transaction.** Without the prior written consent of Granite, you will not, and will direct your Representatives not to, disclose to any Person other than your Representatives who need to know the Evaluation Material for the purposes of evaluating the Transaction: (i) the fact that any investigations, discussions or negotiations are taking place concerning a possible Transaction; (ii) that you have requested or received Evaluation Material; (iii) any opinion or comment in respect of the Evaluation Material; or (iv) the existence of this Agreement, its subject matter, and any of the terms, conditions or any facts with respect to such possible Transaction, including the status, outcome or results thereof.
2. **Use of Evaluation Material.** You agree and you shall cause your Representatives to agree: (i) to use the Evaluation Material only for the purposes of conducting an Evaluation in furtherance of implementing a Transaction between Granite and you; (ii) not to use, exploit or employ the Evaluation Material for any other purpose or in any other manner; (iii) to keep the Evaluation Material confidential for the Term; and (iv) not sell, trade, publish copy, reproduce or otherwise disclose any Evaluation Material, without the prior written consent of Granite. You agree that Granite retains all proprietary rights in the Evaluation Material disclosed to you and any of your Representatives. It is understood that neither this Agreement nor the disclosure of any Evaluation Material to you should be construed as granting to you or any of your Representatives any licence, rights or proprietary interest in respect of any part of the Evaluation Material. Without limiting the generality of the foregoing, you hereby covenant and agree that you will not use the Evaluation

Material so as to obtain any commercial advantage over Granite or in any way which is, directly or indirectly, detrimental to Granite. You agree that neither you nor any of your Affiliates will alter, decompose, disassemble, reverse engineer or otherwise modify any Evaluation Material received hereunder, including any Evaluation Material that relates to know-how or trade secrets of Granite.

3. **Safeguard and Non-Disclosure of Evaluation Material.** You will safeguard and strictly control the dissemination of the Evaluation Material and not release or disclose any Evaluation Material to any Person, other than your Representatives and in each case only those Representatives who need to receive such information in connection with your Evaluation and who have first been informed of the confidential nature of the Evaluation Material, who are directed by you to hold the Evaluation Material in the strictest confidence and who have agreed to be bound by the terms of this Agreement and in the case of Representatives other than your directors, officers, employees and professional advisors who are legally bound by confidentiality, have signed an agreement in substantially the form of this Agreement. You agree to be responsible for and pursuant to Section 5, indemnify Granite against any breach of this Agreement by any of your Representatives or by any other person to whom you have provided Evaluation Material and shall, upon request, forthwith provide to Granite a list of all parties to whom Evaluation Material has been provided. You will, in the event of a breach of this Agreement or any disclosure of Evaluation Material by you or any of your Representatives, other than as permitted by this Agreement, through accident, inadvertence or otherwise, notify Granite of the nature of the breach promptly upon your discovery of the breach or disclosure.

4. **Return of Materials.** If you determine that you do not wish to be involved in the Transaction you will promptly advise Granite of that fact. You will keep a record of the location of any Evaluation Material provided to you. Within ten (10) business days of Granite's request therefor you will and will cause your Representatives to (i) either, at your option, destroy or return to Granite all Evaluation Material furnished to you or your Representatives, without retaining copies or other reproductions, reports, extracts, notes or other memoranda thereof (whether electronic, magnetic or otherwise); (ii) destroy or have destroyed all Notes and all documents prepared by or in the possession of you or your Representatives related to the information contained in the Evaluation Material but which does not itself constitute Evaluation Material; and (iii) provide to Granite a certificate that the terms and conditions of this paragraph have been complied with. The provisions of this Section 4 do not apply to Evaluation Material that:
 - (a) is retained in your computer backup or archival system; provided that such Evaluation Material shall be destroyed in accordance with your regular ongoing records retention process and shall not be used prior to its destruction;
 - (b) must be retained under your document retention policy or applicable law, including by stock exchange regulations or by governmental order, decree, regulation or rule;
 - (c) is contained in corporate documents which you are required by law to retain or which comprise board minutes, resolutions or briefing materials but only to the extent that such Evaluation Material is comprised of your own Notes; or
 - (d) is retained by professional advisors as reasonably necessary to support any advice given to you,provided further that, all such Evaluation Material remains subject to the confidentiality provisions of this Agreement.

5. **Liability.** Without limitation and in addition to any other rights Granite and its Representatives may have against you or arising by reason of any breach hereof, you shall:
 - (a) be liable to Granite and its Representatives, for any and all losses, costs, damages and expenses whatsoever (including loss of profit, indirect or consequential damages, legal,

accounting and other professional costs, expenses, fees and disbursements, with legal fees on a solicitor-client basis) which any of them may suffer, sustain, pay or incur; and

- (b) indemnify and hold harmless Granite and its Representatives against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Granite or its Representatives or which any of them may sustain, pay or incur,

resulting or arising, directly or indirectly, from (i) disclosure or use of any part of the Evaluation Material by you or your Representatives contrary to the provisions hereof, (ii) any other breach of this Agreement by you or your Representatives, or (iii) personal injury, death or property damage occurring on or to such property or facility as a result of your or your Representatives entry onto the premises pursuant to the right of access granted pursuant to paragraph 13. You acknowledge and agree that Granite is constituted as both beneficiary and as trustee of your covenants under this paragraph 5 for the benefit of Granite's Representatives, and that Granite and its Representatives shall be entitled to enforce such covenants on behalf of any of them and their Representatives.

6. **Legally Required Disclosures.** Should you or your Representatives be required (by deposition, interrogatory, request for information or documents in legal proceedings, subpoena, civil investigative demand, regulatory body demand or investigation (including securities exchanges) or similar process in connection with any proceeding) to disclose any Evaluation Material or any matter referred to in paragraph 1 hereof, you will provide Granite with prompt prior notice of such requirement or request so that Granite may seek an appropriate protection order, or waive compliance with any of the provisions of this Agreement, or both prior to such disclosure. If, in the absence of either a protective order or a waiver by Granite, you or your Representatives, in the written opinion of your legal counsel addressed to you, are required by law, securities regulation or policy to disclose any Evaluation Material or such other matter, you or your Representatives may, without liability hereunder, disclose that portion, and only that portion, of the Evaluation Material or such other matter that you or your Representatives are legally required so to disclose and you will exercise your reasonable efforts in such event to obtain reliable assurance that the Evaluation Material or such other matter will be accorded confidential treatment.
7. **Company Personnel.** You will not, and you will cause your Representatives not to, solicit for hire or employment, directly or indirectly, any person that was an officer, employee or consultant of Granite during the period of time that any Evaluation Material was provided to or being evaluated by you. For the purposes of this clause, "solicitation" shall not include solicitation of any officer, employee, or consultant of Granite who is solicited: (i) following completion of a Transaction by you as part of such Transaction; (ii) by advertising in a newspaper or periodical of general circulation; or (iii) indirectly through a personnel search agency engaged by you generally (not specifically in respect of Granite), provided that in the case of (ii) and (iii) you shall not, directly or indirectly pursue hiring of any officer or employee or consultant of Granite; provided that this paragraph 7 shall cease to bind you on the first to occur of: (i) expiry of the Term; or (ii) the expiry of six months following consummation by Granite of a Transaction, unless otherwise provided in the agreement governing such Transaction.
8. **No Representation or Warranty.** You understand and acknowledge that, other than as agreed in a definitive agreement, neither Granite nor its Representatives are making any representation or warranty, expressed or implied, as to the quality, accuracy or completeness of the Evaluation Material. You, on behalf of yourself and your Representatives, expressly acknowledge the inherent risk of error in the acquisition processing and interpretation of such Evaluation Material. Other than as agreed in a definitive agreement, neither Granite nor its Representatives or any of their respective officers, directors, employees or agents will have any liability whatsoever to you or to any other Person resulting from your use of or reliance upon the Evaluation Material and that you are and will be relying upon your own investigations, due diligence and analysis in evaluating and satisfying yourself as to all matters relating to the Transaction, Granite, its businesses, affairs, assets, financial condition, prospects and liabilities. Only such representations or warranties that are contained in a definitive agreement with respect to a Transaction, when as and if executed and

subject to such conditions or limitations or restrictions as may therein be specified, shall have any legal effect.

9. **Other Restrictions.** During the period commencing on the date of this Agreement and ending on the date that is 12 months from the date of this Agreement, neither you nor any of your Affiliates or Representatives, directly or indirectly, through one or more intermediaries, controlling you, under common control with you, controlled by you or any person acting jointly or in concert with you shall, without the specific prior written approval of the board of directors of Granite, which approval may be given on such terms as the board of directors of Granite may determine in their sole and absolute discretion: (i) in any manner acquire, agree to acquire or make any proposal or offer to acquire, directly or indirectly, in any manner any securities of Granite; (ii) enter into, agree, propose or offer to enter into, directly or indirectly, any merger or business combination involving Granite or any acquisition transaction relating to all or part of the assets of Granite; (iii) directly or indirectly, "solicit", or participate or join with any Person in the "solicitation" of, any "proxies" (as such terms are defined in the *Securities Act* (Alberta)) to vote, to seek to advise or to influence any Person with respect to the voting of any voting securities of Granite; (iv) form, join or in any way participate in any group acting jointly or in concert with respect to the foregoing; (v) seek any modification to or waiver of Granite's agreements and obligations under this agreement; (vi) seek, propose or otherwise act alone or in concert with others to seek to control or to influence the management, board of directors or policies of Granite; (vii) make any public or private disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing; or (viii) advise, assist or encourage any other Person in connection with any of the foregoing.

You agree to promptly advise Granite of any inquiry or proposal made to you or any of your Affiliates with respect to any of the foregoing. You also agree that, for a period of 12 months from the date of this Agreement, neither you nor any of your Affiliates (including any person or entity directly or indirectly through one or more intermediaries controlling you or controlled by or under common control with you) will, directly or indirectly or in concert with any other person: (i) request Granite or any of its Affiliates or Representatives to (1) amend or waive any provisions of this paragraph (including this sentence) or (2) otherwise consent to any action inconsistent with any provision of this paragraph (including this sentence); or (ii) take any initiative with respect to Granite or any of its Affiliates which could require Granite or any such affiliate to make a public announcement regarding (1) such initiative, (2) any of the activities referred to in the first sentence of this paragraph, (3) the possibility of a transaction involving Granite or any similar transaction or (4) the possibility of you or any other person acquiring control of Granite or any of its Affiliates, whether by means of a business combination or otherwise. This paragraph shall also apply with respect to any of the foregoing activities with respect to any holding company that may subsequently be formed to hold Granite and/or its assets.

10. **Contact with Company Personnel, Customers, Suppliers.** For 12 months from the date of this Agreement, you will not and will cause your Representatives not to, directly or indirectly, initiate or maintain contact (except for those contacts made in the ordinary course of business) with any officer, director or employee, consultant, shareholder or agent of Granite, including any creditors, customers or suppliers of Granite regarding their businesses, operations, prospects, finances or liabilities except with the express prior permission of Granite. It is understood that Ian Lamb at Cormark Securities Inc. and Ryan Hoogendam at National Bank Financial Inc. will arrange for any appropriate contacts for due diligence purposes with respect to your Evaluation and that all: (i) communications regarding a Transaction; (ii) requests for additional Evaluation Material; (iii) requests for facility tours or meetings with management; and (iv) discussions or questions regarding the Evaluation Material or the Transaction and will be submitted or directed by you to either Cormark Securities Inc. or National Bank Financial Inc.
11. **Securities Laws.** You acknowledge that you are aware of the general nature of applicable securities laws, including, without limitation, all applicable securities laws that may prohibit any Person who has material, non-public information concerning the matters which are the subject of this Agreement, from trading in securities of a company which may be a party to a transaction of, or may propose to become a party to, the type contemplated herein or from communicating

such information to other Persons and you covenant and agree to comply with all such applicable securities laws.

12. **Process.** No contract or agreement between you and Granite providing for a Transaction shall be deemed to exist unless and until a definitive agreement with respect thereto has been executed and delivered. Unless and until such an agreement has been executed and delivered, neither you nor Granite or its Representatives shall have any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement or any other written or oral expression with respect to such a Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. Granite is free to conduct any process with respect to any Transaction as they, in their sole and absolute discretion, shall determine (including, without limitation, negotiating with any Person and entering into any agreement without prior notice to you or any other Person), and you acknowledge and agree that: (i) any procedures relating to any Transaction may be changed at any time and without notice to you or any other Person; and (ii) you shall not have any claim whatsoever against Granite or any of its Representatives arising out of or relating to a Transaction (other than those as against the parties to a definitive agreement with you in accordance with the terms hereof). You agree that Granite reserves the right, in its sole and absolute discretion, to reject any and all proposals made by you with respect to a Transaction and to terminate discussions and negotiations with you at any time. For the purposes of this paragraph 12, the term "definitive agreement" does not include an executed non-binding letter of intent or any other preliminary written agreement, nor does it include any written or oral offer bid or any written or oral acceptance thereof. You acknowledge and agree that the entering into of this Agreement by Granite or any approval granted pursuant to paragraph 9 hereof does not constitute the agreement of Granite to agree to or recommend to its shareholders any Transaction, nor does it restrict the rights of Granite to solicit or provide information to any other parties in respect of a Transaction.
13. **Access to Properties.** If you or any of your Representatives are provided with physical access to any properties or facilities with respect to which Granite has an ownership interest or operates (other than access in the normal course in respect of properties or facilities in which you have an existing interest), you agree that neither you nor your Representatives shall have, and shall not make, any claims whatsoever against Granite and its Representatives or any of their respective directors, officers, shareholders, employees, agents, consultants, representatives or advisors as a result of such access including, without limitation, any and all claims and causes of action for personal injury, death or property damage occurring as a result of your or your Representatives' access to such properties or facilities and you agree to indemnify Granite and its Representatives and any of their respective directors, officers, shareholders, employees, agents, consultants, representatives or advisors from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property or facility as a result of your entry onto the premises. You shall, and shall cause your Representatives to, comply fully with all rules, regulations and instructions issued by Granite regarding you or your Representatives' access to such properties or facilities.
14. **Privacy Matters.** You agree that you will not request Granite and its Representatives to disclose to you information about identifiable individuals ("**Personal Information**") unless required by you, acting reasonably, for the purpose of evaluating the Transaction. If Personal Information is provided to you, then:
- (a) all such Personal Information shall be treated as Evaluation Material pursuant to the terms of this Agreement;
 - (b) to the extent that Granite and its Representatives discloses to you any Personal Information prior to the closing of the Transaction (the "**Closing**"), you shall, prior to the Closing: (i) collect and use Personal Information only for the purpose of evaluating the Transaction; (ii) only disclose Personal Information to those of your Representatives who need to know such Personal Information for the purpose of evaluating the Transaction; and (iii) use appropriate security measures to safeguard all Personal Information against unauthorized collection, access, use or disclosure; and

- (c) if the Transaction proceeds, following the Closing, you shall only be entitled to Personal Information that relates solely to the carrying on of the business that is the subject of the Transaction and you shall, and shall cause your Representatives to, only use and disclose that Personal Information for the purposes for which it was initially collected by Granite, unless the consent for other use or disclosure is obtained from the individuals to whom such Personal Information relates or unless otherwise permitted or required by law.

The term "Personal Information" shall not include such portions of the Personal Information which you can show were in your lawful possession before or after you received such Personal Information from Granite.

15. **No Third Parties.** In accepting and reviewing the Evaluation Material, you represent and warrant that you are acting solely for yourself. Further, you represent and warrant that neither you nor any of your Representatives, directly or indirectly, have discussed, shared or offered, and you hereby covenant that unless you have first received the written consent of Granite neither you nor any of your Representatives will discuss, share or offer, with any third party any aspect of the Evaluation Material or the fact that Granite is interested in a proposed Transaction or any form of direct or indirect participation in any possible Transaction or any joint acquisition by you and such third party. You acknowledge that the effect of this covenant is that without the full disclosure to and the written consent of Granite, neither you nor any of your Representatives can act as agent, partner, co-participant or co-venturer for any third party or third parties with respect to a proposed Transaction. In order to obtain the consent of Granite, which Granite is entitled to withhold in its sole and absolute discretion, you shall notify Granite of the identity of each Person for whom or with whom you or any of your Representatives had considered pursuing a possible Transaction and the nature and interest you or any of your Representatives and each such Person would have in respect of such possible Transaction.
16. **Remedies.** You acknowledge and agree that Granite will be irreparably damaged if any provision of this Agreement is not performed by you or your Representatives in accordance with its terms and that monetary damages would not be sufficient to remedy any breach by you or your Representatives of any term or provision of this Agreement and you further agree that Granite shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and you agree not to oppose any such application for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement on the grounds that damages would be an adequate remedy for such breach, and in addition to any other remedy available at law or in equity. You further agree to waive any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
17. **Governing Law and Attornment.** This Agreement shall be governed by and construed in accordance with the laws of Alberta and the federal laws of Canada applicable thereon. You hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of Alberta for any actions, suits or proceedings arising out of the interpretation or enforcement of this Agreement (and you agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by personal delivery to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.
18. **Notice.** All notices ("**Notices**") to be given to a party hereunder shall be in writing and delivered personally, by overnight courier or by facsimile, addressed, in the case of Granite, to the Chief Executive Officer, Suite 3230, 308 – 4th Avenue S.W., Calgary, Alberta, T2P 0H7 (in an envelope marked "Confidential"), and, in the case of you, to the addressee at the address set forth on the execution page hereof.

with a copy to:

DLA Piper (Canada) LLP
Suite 1000, 250 – 2nd Street S.W.
Calgary, Alberta T2P 0C1

Attention: Daniel Kenney
Fax No.: 403-213-4460
Email: daniel.kenney@dlapiper.com

Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day, then the Notice shall be deemed to have been given and received on the next business day. Both you and Granite may, from time to time, change our respective addresses by giving Notice to the other in accordance with the provisions of this section. For the purposes of this section, "business day" means any day other than a Saturday, Sunday or any day designated as a holiday in the place of delivery or receipt.

19. **Waiver and Amendment.** No provision of this Agreement may be waived or amended except by written consent of the party so waiving, which consent shall specifically refer to the provision being so amended or waived. No failure or delay by Granite in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
20. **Severance.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction from which no appeal exists or is taken, that provision only to the extent of such illegality, invalidity or unenforceability will be severed from this Agreement and the remaining provisions will remain in full force and effect.
21. **Headings.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
22. **Benefit and Assignment.** This Agreement is for the benefit of you, Granite and its successors and assigns and may be enforced by Granite and its successors and assigns. This Agreement shall not be assignable by you without the prior written consent of Granite. Any consent or approval that may be provided by Granite hereunder may be provided by Granite or its successor.
23. **Term.** All obligations herein shall terminate upon the expiry of the Term provided that any accrued but unsatisfied liabilities that accrued prior to the date of termination shall survive termination of this Agreement until satisfied in full. Notwithstanding the foregoing, you acknowledge that the confidentiality and non-use obligations in this Agreement pertaining to Personal Information shall survive any termination or expiration of this Agreement.
24. **Counterparts and Execution.** This Agreement may be executed in any number of counterparts and all counterparts taken together constitute one and the same instrument. Receipt of an originally executed counterpart signature page by facsimile or an electronic reproduction of an originally executed counterpart signature page by electronic mail is effective execution and delivery of this Agreement. Any party sending a counterpart by facsimile or electronic mail will also deliver the original signed counterpart to the other party; however, failure to do so will not invalidate this Agreement.



If you are in agreement with the foregoing, please sign and return one copy of this letter agreement to the following address:

Cormark Securities Inc.
Attention: Ian Lamb, Associate, Investment Banking
Suite 4800, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1

Yours truly,

GRANITE OIL CORP.

Per: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO

this ____ day of _____, 2018.

_____ (Recipient Company Full Legal Name)

Per: _____

Name: _____

Title: _____

Email: _____

Phone: _____



Attachment "A" to Confidentiality Agreement dated as of _____, 2018

between Granite Oil Corp. and _____

Forward the access key for the Evaluation Material to:

(Please fill in the following or attach a business card)

Name: _____

Title: _____

Company: _____

Address: _____

Telephone _____ **Fax:** _____

Email Address: _____

Is Online Data Room Access Required for the Key Contact?

Yes:

No:

Please list all users requiring access to the online data room:

(Required for individual users)

Name: _____ **Email:** _____ **Phone:** _____

Name: _____ **Email:** _____ **Phone:** _____