

[RECIPIENT COMPANY LETTERHEAD]

_____, 20____

CHAIR RESOURCES INC.
c/o Sayer Energy Advisors
1620, 540 - 5th Avenue SW
Calgary, Alberta T2P 0M2

Attention: Tom Pavic

Re: **Confidentiality Agreement**
Property Divestiture

_____ (“**Recipient**”) has expressed an interest in the purchase of certain oil and natural gas interests owned by Chair Resources Inc. and /or its Affiliates (collectively, “**Chair**”) in the areas as indicated on Schedule “A” (the “**Properties**”). Chair may provide Recipient access to certain information relating to the Properties, including but not limited to land schedules; leases and agreements and correspondence and other information in respect thereof; information relating to or obtained from drilling and operating wells and other oilfield operations; the kind, quantity or rate production of substances from wells and related information; costs and expenses; royalty payments; financial results; marketing materials; geological and geophysical information and other documentation.

Subject to Clause 4 of this Agreement, the information that is disclosed by Chair to Recipient in connection with a possible sale of the Properties by Chair to Recipient (a “**Possible Sale**”) is referred to in this Agreement as “**Confidential Information**”.

In this Agreement, “**Representatives**” means, in relation to a party to this Agreement, such party’s Affiliates (as hereinafter defined) and its and its Affiliates’ directors, employees, agents, consultants, representatives and advisors.

In consideration of Chair providing the Confidential Information, Recipient agrees as follows:

1. Recipient shall keep the Confidential Information in the strictest of confidence and shall not use the Confidential Information for any purpose whatsoever other than for the purpose of appraising the Properties in connection with a Possible Sale. Recipient shall not disclose any Confidential Information to any person other than its Representatives to the extent they have a need to know such information for the purpose of appraising the Properties in connection with a Possible Sale. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Chair with a list of its Representatives who have received Confidential Information.
2. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, the possibility of a Possible Sale or any terms, conditions or other facts with respect to any Possible Sale except to Recipient’s Representatives to the extent they have a need to know such information for the purpose of appraising the Properties in connection with a Possible Sale.

3. If Recipient or any of its Representatives is required to disclose any Confidential Information by:
 - a) any law, rule or regulation applicable to Recipient or its Representatives;
 - b) the rules of any listing authority or stock exchange with which Recipient or any of its Representatives is bound to comply; or
 - c) any legal or regulatory proceeding, order, subpoena or request of any court of competent jurisdiction or any other competent jurisdictional governmental, regulatory or supervisory body,then:
 - d) Recipient shall:
 - i) unless prohibited by law, provide Chair with prompt written notice of such request or requirement in order to enable Chair to seek an appropriate protective order or other remedy and, if Chair seeks such an order, provide such cooperation as Chair shall reasonably request in respect thereof;
 - ii) if requested by Chair, consult with Chair with respect to taking steps to resist or narrow the scope of such request or legal process; and
 - iii) use its commercially reasonable efforts to ensure that all Confidential Information so disclosed will be accorded confidential treatment; and
 - e) Recipient and its Representatives may disclose that portion (and only that portion) of the Confidential Information that Recipient or such Representative is, on the advice of counsel, legally required to disclose after taking into consideration any protective order or other remedy obtained by Chair.
4. The restrictions set forth in Clauses 1 and 2 above shall not apply to any information (which will not be Confidential Information) which is:
 - a) now in the public domain or becomes part of the public domain other than through an act of Recipient or its Representatives; or
 - b) in the lawful possession of Recipient prior to its disclosure by Chair; or
 - c) becomes part of the public domain as a result of a disclosure pursuant to Clause 3, provided that Chair was given notice pursuant to that Clause prior to such disclosure; or
 - d) made available to Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and not be bound to Chair under a confidentiality agreement with respect to such Confidential Information.
5. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Chair and its joint venture partners against Recipient arising by any breach hereof, Recipient shall:
 - a) be liable to Chair for all losses, costs, damages and expenses whatsoever which it may suffer, sustain, pay or incur; and in addition,
 - b) indemnify Chair against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Chair or which Chair may suffer, sustain, pay or incur;

resulting from disclosure or use of any part or parts of the Confidential Information by Recipient or its Representatives that is not permitted by the provisions of this Agreement.

6. If Recipient determines that it does not wish to continue discussions regarding a transaction between itself and Chair relating to of the Properties, it will promptly advise Chair of that decision. Irrespective of whether Recipient has provided such notice to Chair, upon request by Chair, Recipient and its Representatives will promptly either return to Chair or destroy (which destruction shall be certified to Chair by Recipient in writing) all Confidential Information (including all copies or reproductions thereof in whatever form or medium, including electronic copies), provided that, notwithstanding the foregoing:
- a) if and to the extent that Recipient or any of its Representatives are required by law, applicable documentation retention policies or professional standards (in the case of accountants and other professional advisors) to retain an archival copy of any Confidential Information, Recipient or such Representative, as the case may be, may retain such copy for the period required by law, applicable document retention policy or professional standards, provided that such Confidential Information is at all times held pursuant to and in accordance with this Agreement; and
 - b) Recipient and/or its Representatives shall not be required to destroy Confidential Information which is solely contained on back-up servers or other data storage/archival systems if such Confidential Information is deleted from local hard drives and no attempt is made to recover or access such Confidential Information from such back-up servers or other data storage/archival systems.

Any oral Confidential Information and any Confidential Information retained pursuant to this Clause 6 will continue to be subject to the terms of this Agreement notwithstanding termination of this Agreement pursuant to Clause 13.

7. The parties hereto hereby acknowledge and agree that neither of them now has or shall hereafter have any obligation to:
- a) sell or purchase; or
 - b) make any offer to sell or purchase; or
 - c) enter into an agreement to sell or purchase

the Properties (in whole or in part) except as may arise under a legally binding and enforceable definitive agreement providing for the purchase and sale entered into after the date hereof (a "**Definitive Sale Agreement**").

For greater clarity, the Parties agree that (a) this Agreement does not constitute a Definitive Sale Agreement and (b) any letter of intent, memorandum of agreement or accepted offer or bid that (in any such case) is subject to execution of a definitive agreement (even if it requires good faith negotiation of the definitive agreement) shall not constitute a Definitive Sale Agreement.

8. Recipient understands that in providing access to the Confidential Information, Chair makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Chair nor any of its Representatives shall have any liability to Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.

9. Recipient acknowledges and agrees that money damages would be an insufficient remedy for any actual or threatened breach of this Agreement by it or its Representatives. Therefore, without prejudice to the rights and remedies otherwise available to Chair, Chair shall be entitled to seek equitable relief by way of injunction or specific performance, without proof of actual damages and without the requirement of posting a bond or other security, if Recipient or any of its Representatives breaches or threatens to breach any of the provisions of this Agreement. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by Recipient or its Representatives, then Recipient will reimburse Chair for its costs and expenses (including reasonable legal fees and expenses) incurred in connection with all such litigation.
10. Recipient understands and agrees that:
 - a) Chair shall be free to conduct (or not conduct) the process for the sale of the Properties as it shall determine in its sole and absolute discretion, including, without limitation, negotiating with any other person and entering into definitive agreements without prior notice to Recipient or any other person;
 - b) any procedures relating to the process for the sale of the Properties may be changed at any time without notice to Recipient or any other person, provided that any such changes will not affect Recipient's or its Representatives' obligations hereunder;
 - c) neither Chair nor any of its Representatives have any obligation to disclose any information to Recipient and may withhold any information in its sole and absolute discretion;
 - d) Chair shall have the right to reject or accept any proposal or offer from, or to terminate discussions and negotiations with, Recipient, at any time and for any reason whatsoever, in its sole discretion; and
 - e) neither Recipient nor any of its Representatives shall have any claims whatsoever against Chair or any of its Representatives arising out of or relating to a sale of the Properties (whether to Recipient or any other person) other than under a Definitive Sale Agreement entered into after the date hereof.
11. Recipient hereby acknowledges that it is aware of and that it will advise its Representatives privy to the Confidential Information that applicable security laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
12. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Chair's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any Representative of Chair, or with any customer, supplier, sales representative, or competitor of Chair except with the express written permission of Chair. Any such permission granted by Chair may be revoked at any time.
13. Except as provided in Clause 6, this Confidentiality Agreement shall remain in force for a period of one year from the date hereof, provided that the termination of this Agreement shall not relieve any party from liability for any breach that occurs prior to such termination or any breach of provisions that survive termination.

14. This Agreement shall be construed and determined according to the laws of the Province of Alberta. Recipient hereby irrevocably and unconditionally:
 - a) agrees to submit to the exclusive jurisdiction of the courts of the Province of Alberta, in the judicial district of Calgary, for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby;
 - b) agrees not to commence any action, suit or proceeding relating thereto except in such courts;
 - c) waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in such courts; and
 - d) waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
15. No failure or delay by Chair in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
16. This Agreement contains the entire agreement between the parties hereto concerning the use or confidentiality of the Confidential Information, and no modification of this Agreement or waiver of the terms and conditions hereof shall be binding, unless approved in writing by each party hereto.
17. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Confidentiality Agreement.
18. This Confidentiality Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.
19. In this Agreement:
 - a) “**Affiliate**” of a person means any person controlling, controlled by or under common control with such first person, in each case whether directly or indirectly; where “control” and any derivation thereof means the possession, directly or indirectly (other than in the capacity of an officer, director or employee of a person) of the power to direct or significantly influence the management, policies or business of a person whether through ownership of voting securities, partnership interests, by agreement or otherwise, provided that an investment fund, its investment fund manager, the fund’s portfolio companies and any other investment funds managed by such investment fund manager and their portfolio companies shall be Affiliates;
 - b) “**person**” has a broad meaning and includes any individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, or other entity or governmental entity; and
 - c) “**including**” means “including, without limitation”.
20. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Recipient accepts the Confidential Information provided by or on behalf of Chair in connection with its appraisal of the Properties in connection with a Possible Sale subject to the terms and conditions set forth in this Confidentiality Agreement and agrees to be bound by and observe the provisions thereof.

Yours truly,

COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: *(please check one)*

_____ **Electronic** or _____ **Hard copy (binder)**

NAME OF CONTACT PERSON TO FORWARD INFORMATION

CONTACT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Option to Attach Business Card Here:

Accepted by Chair Resources Inc. this ___ day of _____, 20___

Alan Butler
Vice President

SCHEDULE "A"

Recipient wishes to obtain additional information relating to the following Properties:

- VERGER**
- HANGINGSTONE / PORTAGE**
- NIPISI**
- LLOYDMINSTER**
- SWAN HILLS**
- FONTAS**