August 19, 2009

CONFIDENTIAL

____
(Please print full name)

____
(Please print full address, including postal code)

____

Dear Sirs:

Re: Goldmark Minerals Ltd.

We understand that you (the "**Shareholder**") beneficially own, or exercise control or direction over (i) the number of common shares ("**Goldmark Shares**") of Goldmark Minerals Ltd. ("Goldmark"); and (ii) options ("**Options**") to purchase Goldmark Shares, each as set forth on the signature page hereof.

Pursuant to an arrangement agreement dated August 19, 2009 (the "**Agreement**") between Goldmark and Tuscany Energy Ltd. ("**Tuscany**"), Tuscany will acquire all of the issued and outstanding Goldmark Shares (the "**Transaction**") on a fully diluted basis, pursuant to a plan of arrangement under the *Business Corporations Act* (Alberta).

In consideration for Tuscany entering into the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Transaction

1.1 Pursuant to the Transaction, Tuscany will acquire the issued and outstanding Goldmark Shares on the basis of 0.6 common shares ("**Tuscany Shares**") of Tuscany for each Goldmark Share.

1.2 Notwithstanding the foregoing, the completion of the Transaction is subject to various conditions as set forth in the Agreement, which conditions are for the exclusive benefit of Tuscany and/or Goldmark, which Tuscany and/or Goldmark has the right, in its sole discretion, to waive in whole or in part, or to rely on in connection with termination of the Agreement and this agreement and their respective obligations to complete the Transaction. Further, the Shareholder acknowledges and agrees that the Agreement may be amended or amended and restated and any such amendment or amendment and restated shall not in any way affect the obligations of the Shareholder hereunder unless the number of Tuscany Shares to be issued pursuant to the Transaction is reduced from that contemplated by Section 1.1 hereof.

2. Agreement to Vote or to Tender

2.1 The Shareholder hereby irrevocably agrees to vote (and, if voting by proxy, to provide evidence thereof to Tuscany within 10 days prior to the meeting of shareholders of Goldmark to consider the Transaction), all of the Goldmark Shares and Options that the Shareholder beneficially owns or over which it exercises control or direction (the "**Presently Held Securities**") and any additional Goldmark Shares that the Shareholder may hereafter become the beneficial owner of or exercise control or direction over (including any such Goldmark Shares issued on exercise of any Options) (the "**After Acquired Securities**") (the Presently Held Securities and the After Acquired Securities, collectively, the "**Subject Securities**") in favour of the Transaction and any other matters proposed by Goldmark that are necessary or desirable to complete the Transaction and not withdraw any proxies or change the vote in respect thereof, except as provided herein.

2.2 Notwithstanding Section 2.1 hereof, provided that the Shareholder is not in breach of the provisions hereof, if the board of directors of Goldmark shall determine that a Superior Proposal (as defined in the Agreement) is made and the board of directors of Goldmark shall have recommended that holders of Goldmark Shares tender their Goldmark Shares in acceptance of such Superior Proposal or vote in favour thereof, and:

(a) Tuscany shall not have increased the consideration per Goldmark Share to a consideration at least equal to such Superior Proposal; and

(b) the Goldmark Non-Completion Fee (as defined in the Agreement) shall have been paid by Goldmark to Tuscany pursuant to the Agreement,

the Shareholder shall not be required to vote the Subject Securities in favour thereof or, if voted, may withdraw any proxies or change the vote in respect thereof, and vote, or tender, any of the Subject Securities in favour of the Superior Proposal, following the expiry of the period pursuant to the Agreement that Tuscany has to increase the consideration per Goldmark Share to equal or exceed the value of the consideration that shareholders of Goldmark will receive pursuant to such Superior Proposal, as provided in the Agreement.

2.3 If for any reason the Superior Proposal is withdrawn, expires, terminates or any of the Subject Securities are not taken up and paid for pursuant to the Superior Proposal, the Shareholder agrees to deposit (and not withdraw) such Subject Securities or vote the Subject Securities, as the case may be, in accordance with Section 2.1 hereof, if the Transaction is still outstanding.

3. Representation, Warranties and Covenants of the Shareholder

3.1 The Shareholder represents and warrants to Tuscany, and acknowledges that Tuscany is relying upon such representations and warranties in entering into this agreement that:

(a) the Shareholder has good and sufficient power, authority and right to enter into this agreement and to complete the transactions contemplated hereby;

(b) assuming the due execution and delivery of this agreement by Tuscany, this agreement is a legal, valid and binding obligation of the Shareholder enforceable by Tuscany against the Shareholder in accordance with its terms subject to the limitation that the enforceability of any waiver of statutory rights may be limited by applicable law, and the consummation by the Shareholder of the transactions contemplated hereby will not constitute a violation of or default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Shareholder is a party or by which the Shareholder is bound;

(c) the Shareholder is the beneficial owner of, or exercises control or direction over, the Presently Held Securities, and will, upon deposit of same under the Transaction, hold such securities free and clear of all liens, charges, encumbrances, security interests and other rights of others whatsoever and the Shareholder has, or in the case of the After Acquired Securities will have, good and sufficient power, authority and right to transfer or cause to be transferred the legal and beneficial title to the Subject Securities to Tuscany with good and marketable title thereto; and

(d) the Presently Held Securities represent all of the Goldmark Shares and Options beneficially owned or over which the Shareholder exercises control or direction and the Shareholder does not hold any other rights to acquire any Goldmark Shares, other than the Options.

The foregoing representations and warranties will be true and correct on the date hereof and on the date of completion of the Transaction.

3.2 The Shareholder covenants and agrees with Tuscany that so long as the Shareholder is required to vote the Subject Securities in favour of the Transaction, the Shareholder will not, and will use its reasonable best efforts to cause its representatives and advisors not to, directly or indirectly:

(a) solicit, initiate, invite, encourage or continue any inquiries or proposals from, or negotiations with, any person, company or other entity (other than Tuscany or any of its affiliates) relating to the purchase of Goldmark Shares or any other securities of Goldmark, any amalgamation, merger or other form of business combination involving Goldmark, any sale, lease, exchange or transfer of any material assets of Goldmark, or any take-over bid, reorganization, recapitalization, liquidation or winding-up of or other business combination or other transaction involving Goldmark with any person other than Tuscany or any of its affiliates (a "**Proposed Transaction**");

(b) enter into any agreement, discussions or negotiations with any person, company or other entity other than Tuscany or any of its affiliates with respect to a Proposed Transaction or a potential Proposed Transaction;

(c) furnish or cause to be furnished any non-public information concerning the business, results of operations, assets, liabilities, prospects, financial condition or affairs of Goldmark or any of its subsidiaries to any person, company or other entity other than Tuscany and its representatives, other than as disclosed prior to the date hereof; or

(d) take any action that might reasonably be expected to reduce the likelihood of success of the Transaction,

provided that if the Shareholder is a director or officer of Goldmark, the foregoing provisions of this Section 3.2 shall not restrict the Shareholder from discharging his or her fiduciary duties to Goldmark in accordance with the Agreement and acting in accordance with Section 3.2 of the Agreement.

3.3 The Shareholder covenants and agrees with Tuscany that so long as the Shareholder is required to vote the Subject Securities in favour of the Transaction hereunder, that:

(a) it will notify Tuscany promptly if it is aware of any such discussions or negotiations being sought or of any proposal in respect of a Proposed Transaction being received, being considered or indicated to be forthcoming;

(b) except as contemplated herein, it shall not sell, assign, convey, otherwise dispose of or pledge, charge, encumber or grant a security interest in or grant to any other person any interest in any of the Subject Securities;

(c) it shall not exercise any rights of a dissent or appraisal in respect of any resolution approving the Transaction or any aspect thereof, and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate laws to delay, hinder, upset or challenge the Transaction;

(d) it shall exercise all voting rights attached to the Subject Securities to vote against any resolution to be considered by the securityholders of Goldmark that, if approved, could reasonably be considered to reduce the likelihood of success of the Transaction;

(e) in connection with the completion of the Transaction, if the Shareholder is a director or officer of Goldmark or its subsidiary, it will, if requested by Tuscany, resign his or her position as a director and/or officer of Goldmark and its subsidiary effective at such time as may be requested by Tuscany (provided such time is not prior to the effective time of the Transaction) and if an officer provide a mutually acceptable (acting reasonably) release in favour of Tuscany and Goldmark and will use its reasonable best efforts to enable Tuscany to elect or appoint all of the directors of Goldmark and to effect an orderly transition of management and control of Goldmark at the time and in the manner requested by Tuscany; and

(f) in the event that it holds or exercises control or direction over any Options, it will either exercise such Options (by payment of the full exercise price therefor) and vote or tender the Goldmark Shares received on exercise in favour of the Transaction in accordance with Sections 2.1 and 2.2 hereof, or it agrees that all such Options shall terminate immediately prior to the effective time of the Transaction, and it will, prior to the Mailing Date (as defined in the Agreement) enter into an agreement with Goldmark and Tuscany in respect of the foregoing.

4. Representations and Warranties of Tuscany

4.1 Tuscany hereby represents and warrants to the Shareholder, and acknowledges that the Shareholder is relying upon such representations and warranties and entering into this agreement that:

(a) Tuscany has good and sufficient power, authority and right to enter into this agreement and to complete the transactions contemplated hereby, and this agreement has been duly executed and delivered by Tuscany and constitutes a legal, valid and binding obligation of Tuscany enforceable against it in accordance with its terms;

(b) upon acceptance by the Shareholder of this agreement, this agreement will be a valid and binding agreement, enforceable against Tuscany in accordance with its terms and neither the execution of this agreement nor the consummation by Tuscany of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which Tuscany is a party and by which Tuscany is bound; and

(c) the Tuscany Shares issuable pursuant to the Transaction will be validly issued as fully paid and non-assessable.

5. Termination

5.1 The obligations hereunder of the Shareholder shall terminate at the option of the Shareholder upon written notice given by the Shareholder to Tuscany:

(a) if the Agreement is terminated in accordance with its terms, other than as a result of a breach of this agreement by the Shareholder or a breach of the Agreement by Goldmark, unless the Goldmark Non-Completion Fee (as defined in the Agreement) shall have been paid to Tuscany; or

(b) if the Transaction is not completed on or before October 29, 2009.

5.2 The obligations hereunder of Tuscany shall terminate at the option of Tuscany upon written notice given by Tuscany to the Shareholder:

(a) if the Shareholder has breached or failed to perform and satisfy any of its covenants or agreements herein contained in a material respect or any of the representations and warranties of the Shareholder contained herein is not true and correct in a material respect; or

(b) if the Agreement is terminated in accordance with its terms.

5.3 In the event of the termination of this agreement as provided in Sections 5.1 or 5.2 above, this agreement shall forthwith become void and of no further force or effect other than Section 14.5 and this Section 5, and there shall be no liability on the part of any party hereto, provided that the foregoing shall not relieve any party from any liability for any breach of this agreement.

6. Regulatory Approvals

6.1 The Shareholder covenants that, so long as the Shareholder is required to vote the Subject Securities in favour of the Transaction, the Shareholder shall, acting reasonably, at Tuscany's or Goldmark's cost, co-operate with Tuscany in obtaining all governmental and regulatory approvals required to permit Tuscany to complete the Transaction in accordance with its terms and to acquire Goldmark Shares thereunder, as contemplated in the Agreement.

7. Fiduciary Duties

7.1 Nothing herein shall restrict or limit the actions of the Shareholder that are required to be taken by the Shareholder in the discharge of his duties as a director or officer of Goldmark.

8. Public Disclosure

8.1 The Shareholder agrees not to make any disclosure or announcement of or pertaining to this agreement, the Agreement or the Transaction nor to disclose that any discussions or negotiations are taking place in connection therewith without the prior written consent of Tuscany except as required by law.

9. Amendments and Assignment

9.1 This agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. No party to this agreement may assign any of its rights or obligations under this agreement without the prior written consent of the other party.

10. Time

10.1 Time shall be of the essence of this agreement.

11. Survival

11.1 The representations, warranties and covenants of the Shareholder and of Tuscany herein shall survive the consummation of the Transaction and the acquisition of the Subject Securities by Tuscany.

12. Successors and Assigns

12.1 This agreement shall be binding upon, enure to the benefit of and be enforceable by the Shareholder, Tuscany and their respective successors and permitted assigns.

13. Notice

13.1 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered:

(a) in the case of the Shareholder, to the address appearing on the first page of this letter; and

(b) in the case of Tuscany Energy Ltd., to 2000, 633 - 6th Avenue S.W., Calgary, AB T2P 2Y5, Attention: Mr. C.A. Teare, Vice-President, Finance and Chief Financial Officer, facsimile: (403) 260-9890.

or to such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this paragraph. Any notice or other communication given or made shall be deemed to have been duly given or made as at the date delivered or sent if delivered personally or sent by facsimile transmission at the address for service provided herein.

14. General

14.1 All references to Goldmark Shares herein shall include any shares into which the Goldmark Shares may be reclassified, subdivided, redivided, consolidated or converted by amendment to the articles of Goldmark and the price per share referred to herein shall be amended accordingly.

14.2 Words signifying the singular number shall include, whenever appropriate, the plural and vice versa; and words signifying the masculine gender shall include, whenever appropriate, the feminine or neuter gender.

14.3 The Shareholder agrees that if this agreement is breached, or if a breach hereof is threatened, damages may be an inadequate remedy and, therefore, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance, and other forms of equitable relief, or any combination thereof, shall be available to Tuscany.

14.4 This agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

14.5 Tuscany and the Shareholder agree to pay their own respective expenses incurred in connection with this agreement and the transactions contemplated hereby.

15. Acceptance

15.1 If you are in agreement with the foregoing, kindly signify your acceptance by signing the second copy of this letter and delivering it to Tuscany in the manner provided below. This letter may be signed in two or more counterparts that together shall be deemed to constitute one valid and binding agreement and delivery of counterparts may be effected by means of facsimile transmission or other electronic means.

Yours very truly,

TUSCANY ENERGY LTD.

Per: ____

In consideration of your entering into of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Shareholder hereby irrevocably accepts the foregoing as of this ___ day of ___________________, 2009.

____
(Signature of Shareholder)

____
(Name of Shareholder - please print)

____
(Number of Goldmark Shares beneficially held or controlled)

____
(Number of Options Held)