

**TO: RPL INVESTMENT FUND LTD.
c/o CMN Calgary Inc.
900 Royal Bank Building
335 – 8th Avenue SW
Calgary, Alberta T2P 1C9**

CONFIDENTIALITY AGREEMENT

In connection with a possible acquisition by us of the properties municipally known 6404 – 6428 Bowness Road NW & 6411 – 6415 Bow Crescent NW, further identified on Schedule A, located in Calgary, Alberta ("the Properties"), we acknowledge that RPL INVESTMENT FUND LTD. (the "Vendor"), and CMN Calgary Inc. (the "Advisor") are prepared to furnish us and our representatives with certain information which is non-public, confidential or proprietary in nature. As a condition of furnishing such information to us, we understand that the Vendor requires that we agree to keep such information in confidence and further agree not to disclose the Property may be available for sale or are otherwise being marketed.

All information concerning the above Properties, whether oral or in writing, furnished to us or our representatives, and all analyses, compilations, data, studies or other documents or records (whether in writing or stored in computerized, electronic, disk, tape, microfilm or other form) prepared by us or our representatives containing or based, in whole or in part, upon any such furnished information is referred to in this letter as the "Information". Notwithstanding the foregoing, Information does not include information that (i) is already known to us, (ii) is or becomes part of the public domain other than as a result of a disclosure by us or anyone to whom we transmit the information or (iii) becomes available to us from a source not known to us to be bound by confidentiality.

In consideration of the Vendor and the Advisor providing the Information, we agree that all Information shall be kept strictly confidential and shall not be used by us in any way detrimental to the Vendor, disclosed by us or our representatives in any manner whatsoever in whole or in part, without the Vendor's or Advisor's prior written consent, which consent may be arbitrarily or unreasonably withheld, or used by us or our representatives, directly or indirectly, for any purpose other than for purposes of considering a purchase of the Property.

We may transmit the Information to such of our officers, directors, employees or legal advisors (collectively referred to herein as "representatives") but only to the extent that they need to know the Information for the purpose of considering a purchase of the Property, are informed by us of the confidential nature of the Information and agree, in writing, to be bound by the terms set out in this letter in the same way that we are. We agree to be responsible for any breach of the provisions of this letter by us or any of our representatives and agree to indemnify and save harmless the Vendor for any such breach by us or our representatives. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

In the event that we or anyone to whom we transmit the Information pursuant to this Agreement become legally compelled to disclose any of the Information, we will provide the Vendor and Advisor with the prompt notice thereof so that the Vendor may seek a protective order or other appropriate remedy or the Vendor may, in its sole discretion, waive compliance.



If for any reason whatsoever the purchase is not completed, we will, if requested, promptly deliver to the Vendor or destroy all records containing the Information, without retaining copies.

This Confidentiality Agreement shall be in effect for two years from the date of execution.

Company _____

Address _____

Contact _____

Title _____

Email _____

Phone _____

Date _____ Signed _____



Schedule A

Property	Legal Description
<p>6404 – 6428 Bowness Road NW & 6411 – 6415 Bow Crescent NW</p>	<p>PLAN 4610AJ BLOCK 4 LOT 3 EXCEPTING THEREOUT A PORTION TAKEN FOR STREET WIDENING ON PLAN 76JK</p> <p>PLAN 4610AJ BLOCK 4 LOT 4 EXCEPTING AS TO SURFACE ONLY THAT PORTION TAKEN FOR STREET WIDENING ON PLAN 76JK</p> <p>PLAN: CALGARY 4610AJ BLOCK: FOUR (4) LOT: LOTS FIVE (5) TO ELEVEN (11) INCLUSIVE EXCEPTING OUT OF THE SAID LOTS FIVE (5) TO NINE (9) INCLUSIVE THE WIDENING OF THE BOWNESS ROAD, ON PLAN 76JK EXCEPTING OUT OF LOT FIVE (5) ALL MINES AND MINERALS</p> <p>LEGAL DESCRIPTION PLAN 4610AJ BLOCK 4 LOT 12</p> <p>LEGAL DESCRIPTION PLAN 4610AJ BLOCK 4 LOT 13</p>