FIRST RIGHTS AGREEMENT

801 BUILDING

QUANTICO CAPITAL CORP., WESTHILLS DEVELOPMENT CORPORATION, TOKAY RESOURCES LTD., LAW INVESTMENTS LTD. AND CANADIAN INCOME FUND GROUP INC.

\- AND -

REALEX PROPERTIES CORP.

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FIRST RIGHTS AGREEMENT

THIS AGREEMENT made as of the 1st day of February, 2007.

BETWEEN:

QUANTICO CAPITAL CORP.

\- and -

WESTHILLS DEVELOPMENT CORPORATION

\- and -

TOKAY RESOURCES LTD.

\- and -

LAW INVESTMENTS LTD.

\- and -

CANADIAN INCOME FUND GROUP INC.

(each, an "**Offeror**")

\- and -

REALEX PROPERTIES CORP.
(the "**Offeree**")

WHEREAS the Offerors are the beneficial owners, each as to an undivided 20% interest, of an undivided 50% beneficial interest in the Property;

AND WHEREAS the Offerors and OPSEU are party to the Project Co-owners Agreement in respect of their respective undivided beneficial interests in the Property;

AND WHEREAS each Offeror has agreed to grant to the Offeree a ROFR and ROFO on the terms and conditions set forth herein;

NOW THEREFORE, THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Offerors and the Offeree) the Offerors and the Offeree hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including in the recitals herein, the schedules hereto, and in any notices given hereunder and any agreements supplementary or amendatory hereto, the following terms shall have the meanings hereunder set forth unless the context or subject matter is inconsistent therewith:

"**801 Building Lands**" means the lands described in Schedule "A" hereto.

"**Acceptance Notice**" has the meaning ascribed thereto in Section 4.1.

"**Additional Lands**" means any lands owned by The City of Calgary and required for, or intended to be concurrently developed in connection with, the development of the 801 Building Lands and/or the Nexen Development Site.

"**Affiliate**" of a person means:

(i) any person which, directly or indirectly, through one or more persons, controls or is controlled by or is under common control with that person,

(ii) a spouse, parent, grandparent, brother, sister or child of that person,

(iii) a parent, grandparent, brother, sister or child of the spouse of that person,

(iv) a corporation of which the securities to which are attached more than 50% of the votes that may be cast to elect directors of the corporation where the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of that corporation are owned directly or indirectly by, or a majority of the directors are, persons described in paragraphs (ii) or (iii) above, or

(v) a trust or estate of which more than 50% of the legal interest therein is owned directly or indirectly by, or a majority of the trustees or executors are, persons described in paragraphs (ii) or (iii) above.

"**Agreement**" means this first rights agreement and all schedules attached hereto, as amended from time to time in accordance with this Agreement.

"**Air Space Lease**" means the lease dated June 25, 1980 made between Algas Properties Limited, as tenant, and The City of Calgary, as landlord, a caveat in respect of which lease is filed against the title to the Lands as instrument number 811 033 087, as such lease has been assigned to and assumed by Nova, an Alberta Corporation, Nova Realty Associates Limited Partnership, Nova Gas Transmission Ltd., TransCanada PipeLines Limited and subsequently assigned to 697604 Alberta Ltd.

"**Arm's Length**" means the relationship between persons who are not "related persons" as defined in the *Income Tax Act* (Canada).

"**Barclay Consortium**" means, collectively, Quantico, Westhills, Tokay, Law and CIFG.

"**Barclay Co-owners**" means the beneficial owners from time to time of the Barclay Interest, the Barclay Co-owners being as of the date of this Agreement the Offerors, each as to an undivided 20% beneficial interest as tenant in common in the Barclay Interest.

"**Barclay Co-owners Agreement**" means any co-owners agreement from time to time made among the Barclay Co-owners respecting their ownership of the Barclay Interest as tenants in common.

"**Barclay Interest**" means the undivided 50% beneficial interest in the Property held by the Barclay Co-owners as a tenant in common; the Barclay Interest shall not include, for greater certainty, any additional interest in the Property (including an undivided interest as tenant in common) hereafter acquired by the Barclay Co-owners.

"**Buildings**" means the buildings located on the Lands as of the date of this Agreement.

"**Business Day**" means a day other than a Saturday or Sunday or a statutory or civic holiday in Calgary, Alberta.

"**Chattels**" means all chattels now or hereafter jointly owned or leased by the Project Co-owners and used exclusively in connection with the ownership or operation of the Lands and the Improvements.

"**CIFG**" means Canadian Income Fund Group Inc.

"**Closing**" has the meaning ascribed thereto in Section 5.1(a).

"**Closing Date**" means the date for the Closing of the purchase and sale of the applicable Subject Interest as provided for in Article 3 and Article 4.

"**control**", "**controlled**", "**controlling**" or similar terms means the ownership, directly or indirectly, through one or more persons, of:

(a) in the case of a corporation, the securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of that corporation where the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation;

(b) in the case of a general partnership, joint venture or any other unincorporated association or organization, ownership interests therein representing more than 50% of the voting interests of that entity;

(c) in the case of a limited partnership, (i) if the general partner of the limited partnership is a corporation, sufficient securities of that corporation to control that corporation in accordance with paragraph (a) of this definition and (ii) if the general partner of the limited partnership is an entity other than a corporation, sufficient ownership interests of that entity to control that entity in accordance with paragraph (b) of this definition; and

(d) in the case of a trust, estate or any other entity, more than 50% of the legal interest therein.

"**Co-owners Agreements**" means the Barclay Co-owners Agreement and the Project Co-owners Agreement.

"**Disposition**" means the sale, conveyance or transfer of the whole or any part of an Offeror's Interest or any interest therein, whether directly or indirectly and whether by sale of assets or sale or issuance of shares in a corporation, and "**Dispose**" has a corresponding meaning.

"**Election Notice**" has the meaning ascribed thereto in Section 3.1.

"**Improvements**" means all buildings and fixed improvements now or hereafter constructed on the Lands and includes the Buildings and any related structures and any additions thereto or replacements thereof.

"**Lands**" means, collectively, the 801 Building Lands and the Additional Lands, if any.

"**Law**" means Law Investments Ltd.

"**Mortgage**" means any instrument evidencing security upon the Property or any portion thereof or interest therein by way of mortgage, hypothec, pledge, charge, lien or other encumbrance, including a debenture, deed of trust or any other instrument evidencing security but does not include any mortgage and charge by an Offeree of its separate Offeree's Interest.

"**Mortgagee**" means the mortgagee, chargee or secured party or trustee for bondholders, as the case may be, who from time to time holds a Mortgage.

"**Nexen Development Site**" means the lands described in Schedule "B" hereto.

"**Offer Terms**" has the meaning ascribed thereto in Section 4.1.

"**Offeree's Solicitors**" means such firm of solicitors as are appointed by the Offeree from time to time for purposes of this Agreement and the transactions contemplated hereby and notice of which is provided to the Offerors.

"**Offer Notice**" has the meaning ascribed thereto in Section 4.1.

"**Offeror's Interest**" means an Offeror's undivided interest as tenant in common in the Barclay Interest.

"**Offeror's Solicitors**" in respect of the Offeror means such firm of solicitors as are appointed by such Offeror from time to time for purposes of this Agreement and the transaction contemplated hereby and notice of which is provided to the Offeree.

"**OPSEU**" means Optrust 801 - 7th Avenue Inc.

"**Permitted Disposition**" has the meaning ascribed thereto in Section 2.6.

"**person**" means an individual, partnership, corporation, government or any department or agency thereof, a trustee, and an unincorporated organization and the heirs, executors, administrators or other legal representatives of individuals, and words importing "**person**" have similar meanings.

"**Prior Rights**" has the meaning ascribed thereto in Section 2.4.

"**Project Co-owners**" means the beneficial owners of the Property from time to time and being, as of the date of this Agreement, OPSEU and the Barclay Consortium, each as to an undivided 50% interest as tenants in common.

"**Project Co-owners Agreement**" means the co-owners agreement in respect of the Property dated July 19, 2000 among Mancal Properties Inc. and the Barclay Consortium, as co-owners, and 801 Seventh Inc. (formerly 697604 Alberta Ltd.), as bare trustee, nominee and agent, as assigned to and assumed by OPSEU in respect of the interest of Mancal Properties Inc. thereunder, as amended or restated from time to time, and any agreement entered into in replacement thereof or in substitution therefor by the Project Co-owners.

"**Property**" means the Lands, the Buildings, the Improvements, the Chattels, all easements and other rights appurtenant thereto and all fixtures and other property, whether real or personal, now or hereafter acquired or held jointly by the Project Co-owners in connection with the foregoing, including the interest of the Project Co-owners in the Additional Lands, if any.

"**Quantico**" means Quantico Capital Corp.

"**ROFO**" has the meaning ascribed thereto in Section 2.3.

"**ROFR**" has the meaning ascribed thereto in Section 2.2.

"**Sale Notice**" has the meaning ascribed thereto in Section 3.1.

"**Sale Offer**" means a *bona fide* Arm's Length offer made to an Offeror to purchase all of the Offeror's Interest of such Offeror or any interest therein or part thereof but not any other real or personal property or interest therein held by such Offeror (save and except for the Offeror's interest, if any and if applicable, in the Nexen Development Site) from a person acting as principal, for cash and assumption of existing obligations and for no other consideration and not as part of or in connection with another transaction (save and except for the concurrent acquisition by such person of the Offeror's Interest and the Offeror's interest, if any and if applicable, in the Nexen Development Site), provided that the date for closing such purchase is not less than 30 days and not greater than 45 days following the acceptance of such Sale Offer.

"**Sale Price**" means the purchase price payable pursuant to Article 3 or Article 4, as applicable.

"**Sale Terms**" has the meaning ascribed thereto in Section 3.1.

"**Subject Interest**" has the meaning ascribed thereto in Section 3.1 or Section 4.1, as applicable.

"**Tokay**" means Tokay Resources Ltd.

"**Westhills**" means Westhills Development Corporation.

1.2 Schedules

The following schedule is attached to and forms part of this Agreement:

Schedule "A"	801 Building Lands
Schedule "B"	Nexen Development Site

ARTICLE 2
GRANT AND TERMINATION OF FIRST RIGHTS

2.1 Restriction on Dispositions

Except as otherwise expressly permitted by this Agreement, no Offeror shall make any Disposition of its Offeror's Interest or any part thereof or interest therein that is not a Permitted Disposition without first complying with Article 3 or Article 4 of this Agreement and any attempt to do so shall be void.

2.2 Grant of Rights of First Refusal

Each Offeror hereby grants to the Offeree a separate and distinct right of first refusal (each, a "**ROFR**") to purchase the Offeror's Interest of such Offeror in accordance with Article 3 hereof.

2.3 Grant of Rights of First Offer

Each Offeror hereby grants to the Offeree a separate and distinct offer (each, a "**ROFO**") to purchase the Offeror's Interest of such Offeror in accordance with Article 4 hereof.

2.4 Prior Rights

The Offeree acknowledges that the Project Co-owners Agreement may provide for continuing rights of first refusal and/or continuing rights of first offer in respect of the interests of the Project Co-owners in the Property (the "**Prior Rights**") and that each ROFR and ROFO granted hereunder is subject and subordinate to such Prior Rights.

The Offeree further acknowledges and agrees that an Offeror may elect to deliver any notice to be delivered to a Project Co-owner pursuant to the Project Co-owners Agreement in respect of such Prior Rights concurrently with the delivery of a Sale Notice or Offer Notice to the Offeree pursuant to this Agreement, as applicable.

The Offeree and the Offerors agree that any Election Notice or Acceptance Notice delivered to an Offeror pursuant to this Agreement shall be deemed to have been delivered on the condition that such notice shall not be effective unless the Offerors determine, acting reasonably, that the applicable Project Co-owner has either (i) expressly waived its applicable Prior Rights in connection with the proposed transaction in respect of which such Election Notice or Acceptance Notice has been given, or (ii) exercised (or failed to exercise) its Prior Rights in a manner such that the purchase and sale transaction constituted upon such Election Notice or Acceptance

Notice becoming effective is permitted to be completed for purposes of, and in compliance with, the Project Co-owners Agreement.

2.5 Continuing Rights

Except as otherwise provided for in this Section 2.5, the ROFOs and ROFRs are intended to be of a continuing nature and shall not be terminated by any Disposition.

If the sale of a Subject Interest to a person other than the Offeree is completed in accordance with Article 3 or Article 4, as applicable, then the ROFO and ROFR in respect of such Subject Interest (but not in respect of any other Offeror's Interests) shall thereupon terminate and be of no further force or effect.

If a Permitted Disposition set forth in Section 2.6(a), Section 2.6(b) or Section 2.6(e) is completed in accordance with this Agreement, then all of the ROFOs and ROFRs in respect of the Offeror's Interests which are so disposed of (but not in respect of any other Offeror's Interests) shall thereupon terminate and be of no further force or effect.

2.6 Permitted Dispositions

The following Dispositions (each, a "**Permitted Disposition**") may be completed without the provisions of Article 3 or Article 4 being complied with:

(a) any compulsory sale or transfer pursuant to the provisions of the Project Co-owners Agreement, including the transfer of the Offeror's Interest of the Barclay Co-owners in connection with the exercise of the remedies of a non-defaulting Project Co-owner in the event of a default by the Barclay Co-owners under the Project Co-owners Agreement or pursuant to the "forced sale" provisions of the Project Co-owners Agreement;

(b) any sale or transfer made pursuant to the exercise of any "piggyback" or similar rights pursuant to the Project Co-owners Agreement;

(c) any sale or transfer of all or any part of an Offeror's Interest made by an Offeror to another Offeror or such other Offeror's Affiliate, whether made pursuant to a Co-owners Agreement or otherwise, provided that, as applicable, such purchaser or transferee has agreed in writing with the Offeree to assume and be bound by the restrictions and obligations to which the transferor is subject under this Agreement and that the Offeror's Interest or such part thereof transferred to such transferee is and shall continue to be (notwithstanding such transfer) subject to and bound by the ROFR and ROFO granted in respect thereof pursuant to this Agreement;

(d) any sale or transfer of all or any part of an Offeror's Interest made by an Offeror to an Affiliate of such Offeror, provided that, as applicable, such Affiliate has agreed in writing with the Offeree to assume and be bound by the restrictions and obligations to which such Offeror is subject under this Agreement and that the Offeror's Interest or such part thereof transferred to such Affiliate is and shall continue to be (notwithstanding such transfer) subject to and bound by the ROFR and ROFO granted in respect thereof pursuant to this Agreement; and

(e) any joint sale or transfer, including by way of land exchange or dedication, of a portion of the 801 Building Lands by the Project Co-owners to The City of Calgary, which sale or transfer is determined by the Project Co-owners, in their sole and absolute discretion, to be necessary or desirable in connection with the development of the Lands.

An Offeror proposing to make a Permitted Disposition shall give the Offeree ten (10) day's prior notice in writing of such Permitted Disposition, provided that the failure of such Offeror to do so shall not affect the validity of such Disposition.

2.7 Consent for Purposes of Co-owners Agreements

To the extent required for purposes of the Co-owners Agreements, each Offeror hereby consents for purposes thereof to any Disposition to the Offeree made in compliance with this Agreement.

2.8 Subordination

The rights of the Offeree under this Agreement shall be subject and subordinate to all existing or future Mortgages and the Offeree shall, whenever requested by the Barclay Co-owners or a Mortgagee, at the Offeree's sole cost and expense (and at no cost to the Barclay Co-owners or such Mortgagee), enter into an agreement with the Mortgagee whereby the Offeree postpones and subordinates its rights under this Agreement to the interest of such Mortgagee and provide such further assurances as the Mortgagee may from time to time request.

ARTICLE 3
RIGHTS OF FIRST REFUSAL

3.1 Right of First Refusal

An Offeror may Dispose of all or any portion of its Offeror's Interest (for purposes of this Article 3, the "**Subject Interest**") pursuant to a Sale Offer if it has received and accepted, subject only to compliance with the provisions of this Section 3.1, such Sale Offer.

Such Offeror shall promptly deliver a notice setting forth the terms of the Sale Offer and the identity of the person making the Sale Offer (the "**Buyer**") (hereinafter in this Section 3.1 called the "**Sale Notice**") and, in any event within 3 Business Days of receiving the Sale Offer, such Offeror shall deliver a copy of the Sale Offer to the Offeree. The Sale Notice shall be deemed to contain an offer to sell the Subject Interest to the Offeree on the terms and conditions set out in the Sale Offer except that the terms and conditions in the Sale Offer shall be deemed to be amended only to the extent that the completion of the sale and payment of the purchase price will be 50 days after delivery by the Offeree of the notice to the Offeror electing to accept the offer contained in the Sale Notice (such terms and conditions being hereinafter in this Section 3.1 called the "**Sale Terms**"). The Offeree shall, within 20 days after receipt of the Sale Notice and the copy of the Sale Offer (hereinafter in this Section 3.1 called the "**Election Period**"), deliver notice to such Offeror:

(a) the Offeree's election (the "**Election Notice**") to accept the offer contained in the Sale Notice; or

(b) the Offeree's approval (the "**Consent Notice**") of the sale of the Subject Interest on the Sale Terms, to the Buyer.

If, before 4 o'clock p.m. (Calgary time) on the last day of the Election Period, the Offeree gives the Election Notice, then the Offeree shall purchase the Subject Interest and the applicable Offeror and the Offeree agree to complete the transaction in accordance with the Sale Terms and the applicable provisions of this Agreement.

If, before 4 o'clock p.m. (Calgary time) on the last day of the Election Period, the Offeree gives the Consent Notice or the Offeree fails to give the Election Notice and fails to give the Consent Notice, then in any of such cases the applicable Offeror shall have the right, to sell the Subject Interest to the Buyer on the Sale Terms within a period of 60 days from the expiry of the Election Period, but not otherwise. If no sale is so completed within such 60 day period in accordance with the Sale Terms, the Seller shall not proceed with any Disposition of its Offeror's Interest or any part thereof or interest therein without again complying with all applicable provisions of this Agreement.

ARTICLE 4
RIGHTS OF FIRST OFFER

4.1 Right of First Offer

If an Offeror wishes to Dispose of all or any portion of its Offeror's Interest (for purposes of this Article 4, the "**Subject Interest**"), other than pursuant to Section 3.1, it shall, before any such Disposition, deliver a notice to that effect (hereinafter in this Section 4.1 called the "**Offer Notice**") to the Offeree. The Offer Notice shall be deemed to contain an offer to sell the Subject Interest to the Offeree at a price in cash and on terms and conditions set out in the Offer Notice (such price and terms and conditions being hereinafter in this Section 4.1 called the "**Offer Terms**", provided that the Offer Terms shall provide for a closing date which is not less than 45 and not greater than 90 days from the date of acceptance of the offer contained in the Offer Notice). Thereupon, the Offeree shall, within 35 days after receipt of the Offer Notice (hereinafter in this Section 4.1 called the "**Option Period**"), deliver a notice to the Offeror of:

(a) the Offeree's election (the "**Acceptance Notice**") to accept the offer contained in the Offer Notice; or

(b) the Offeree's approval (the "**Approval Notice**") of the sale of the Subject Interest to any third party on the Offer Terms.

If, before 4 o'clock p.m. (Calgary time) on the last day the Option Period, the Offeree gives the Acceptance Notice, then the Offeree shall purchase the Subject Interest and the applicable Offeror and the Offeree agree to complete the transaction in accordance with the Offer Terms and the applicable provisions of this Agreement.

If, before the end of the Option Period, the Offeree gives the Approval Notice or the Offeree fails to give the Acceptance Notice and fails to give the Approval Notice, then in any of such cases the Offeror shall have the right to sell the Subject Interest to any third party on terms not materially more favourable to such third party than the Offer Terms within 120 days after the Option Period has expired. If no sale is so completed within such 120 day period, the Offeror shall not proceed with any Disposition of its Offeror's Interest or any part thereof or interest therein without again complying with all applicable provisions of this Agreement.

ARTICLE 5
CLOSING

5.1 Closing

(a) The closing ("**Closing**") of the sale of a Subject Interest to the Offeree pursuant to this Agreement shall be held at the office of the Offeree's Solicitors in Calgary, Alberta at 10:00 a.m. (Calgary time) on the applicable Closing Date.

(b) At the Closing, the applicable Offeror shall deliver to the Offeree a transfer of the Subject Interest, together with such instruments and documents (to be satisfactory to the Offeror's Solicitors and the Offeree's Solicitors, each acting reasonably) as may be required pursuant to the Offer Terms or the Sale Terms, as applicable, or are necessary or desirable to give effect to the sale, transfer and assumption of such Subject Interest.

(c) At the Closing, the Offeree shall pay the Sale Price to the applicable Offeror and adjusted in accordance with Section 5.1(d), and execute all documents delivered by such Offeror pursuant to Section 5.1(b) or Section 5.1(d) required to be executed by the Offeree.

(d) At the Closing, except to the extent that the Sale Terms or the Offer Terms, as applicable, expressly or by necessary implication otherwise provide:

(i) adjustments shall be made as of the Closing Date as would be consistent with similar transactions in Calgary, Alberta;

(ii) the Offeror shall deliver a statement of adjustments to the Offeree;

(iii) any documents required to be delivered in connection with the transfer of the Subject Interest pursuant to the Co-owners Agreements and any related agreements (including pursuant to or in connection with any declaration of trust or shareholders agreement), including any required transfer of shares in any title nominee, shall be executed and delivered by the Offeree and, as applicable, the applicable Offeror;

(iv) the applicable Offeror shall either provide the Offeree with evidence reasonably satisfactory to the Offeree that it is not then a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) or provide the Offeree with a certificate pursuant to Subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the Sale Price, provided that if such evidence or certificate is not forthcoming, the Offeree may make the payment of tax required under Section 116 of the *Income Tax Act* (Canada) and deduct such payment from the Sale Price; and

(v) the Offeree shall either provide evidence satisfactory to the applicable Offeror, acting reasonably, that the Offeree is registered under the provisions of the Excise Tax Act relating to goods and services tax ("**GST**") and that such Offeror has no obligation under the Excise Tax Act to collect GST in connection with the purchase and sale, or Offeree shall pay any applicable GST to such Offeror in addition to the Sale Price.

ARTICLE 6
REPRESENTATIONS OF OFFERORS

6.1 Representations and Warranties

Each Offeror jointly and severally represents and warrants to the Offeree, which representations and warranties, the Offerors acknowledge, are being relied upon by the Offeree, that as of the date hereof:

(a) the Offerors are the sole beneficial owners of all right, title and interest in and to a 50% undivided beneficial interest in the Property and have not, either individually or jointly, effected any sale, assignment, exchange, transfer or conveyance or, save and except pursuant to the Project Co-owners Agreement, granted any option to purchase, right of first refusal, right of first offer or similar right, or interest or entered into any agreement to do so;

(b) 801 Seventh Inc. (formerly 697604 Alberta Ltd.) has no beneficial interest in the Property and is the sole legal owner of a 100% fee simple interest in and to the Lands described in paragraphs 1 to 4 of Schedule "A" hereto and the tenant under the Air Space Lease and holds such interests as nominee and trustee for and on behalf of the Project Co-owners solely; and

(c) the entering into of this Agreement by the Offerors and the fulfillment of their obligations hereunder will not result in the violation of any of the constating documents of the Offerors or any breach or default under any agreement or obligation to which the Offerors or any of them are a party or by which the Offerors or any of them are bound.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Notice

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by facsimile transmission addressed to the respective parties as follows:

(a) to Realex Properties Corp.:

Suite 1200, 606 – 4th Street S.W.
Calgary, AB
T2P 1T1

Attention: Mr. Mark Suchan
Facsimile No.: (403) 264-5889

(b) to Quantico Capital Corp.:

Suite 1220, 606 - 4th Street S.W.
Calgary, AB
T2P 1T1

Attention: Mr. Harold Milavsky
Facsimile No.: (403) 268-0688

(c) to Westhills Development Corporation:

Suite 700, 505 - 3rd Street S.W.
Calgary, AB
T2P 3E6

Attention: Mr. Joseph Killi
Facsimile No.: (403) 215-2115

(d) to Tokay Resources Ltd.:

59 Bel Aire Place SW
Calgary, AB
T2V 2C3

Attention: Mr. Tony Vanden Brink
Facsimile No.: (403) 263-4022

(e) to Canadian Income Fund Group:

Suite 3500, 350 - 7th Avenue S.W.
Calgary, AB
T2P 3N9

Attention: Kent MacIntyre
Facsimile No.: (403) 261-8670

(f) to Law Investments Ltd.:

1210, 606 - 4th Street S.W.
Calgary, AB
T2P 1T1

Attention: James Sardachuk
Facsimile No.: (403) 237-8097

or to such other address or facsimile number as any party may from time to time notify the other party in accordance with this Section 7.1. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and if made or given by facsimile transmission, shall be conclusively deemed to have been given on the date of transmission thereof (transmission confirmed).

7.2 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

7.3 Entire Agreement

This Agreement (including the schedules hereto) and any agreements executed and delivered by the parties pursuant to the terms hereof embody the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied between the parties hereto and there are no representations, warranties, guarantees, promises or collateral or past agreements oral or written, express or implied, existing between the Offerors and the Offeree with respect thereto which are not expressly set forth therein.

7.4 Jurisdiction

This Agreement shall be governed by, and construed and interpreted in accordance with the provisions of the laws of the Province of Alberta.

7.5 Assignment

The Offeree may not assign this Agreement or any rights arising hereunder, either in whole or in part.

7.6 Dates

If the date for the making of any payment hereunder or the date for the doing of any act hereunder shall fall on a day other than a Business Day, such date shall be extended to the first Business Day following such day.

7.7 Time

Time shall be of the essence of this Agreement and any agreement of purchase and sale arising hereunder. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded.

7.8 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns hereunder.

7.9 Invalidity

If any material covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.10 Amendment of Agreement

No amendment, supplementation or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

7.11 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

7.12 Headings

In this Agreement the captions, headings and table of contents are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.

7.13 Number and Gender

In this Agreement, except as otherwise expressly provided or as the context otherwise requires, a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa.

7.14 Execution in Counterpart and by Facsimile

This Agreement may be executed in counterpart, each of which shall be deemed to be an original and such counterparts together shall constitute one single document, and may be delivered by facsimile transmission.

IN WITNESS WHEREOF this Agreement has been executed as of the date and year first above written by the parties under the hands of their proper signing officers duly authorized in that behalf.

QUANTICO CAPITAL CORP.

Per: ______________________
Name: DWAYNE LASHYN
Title: VICE PRESIDENT

WESTHILLS DEVELOPMENT CORPORATION

Per: ______________________
Name: Joseph Killi
Title: President

TOKAY RESOURCES LTD.

Per: ______________________
Name: Antonie Vanden Brink
Title: President

LAW INVESTMENTS LTD.

Per: ______________________
Name: James Sardachuk
Title: Vice President

CANADIAN INCOME FUND GROUP INC.

Per: ________________________________

Name: Kent MacIntyre
Title: CEO

REALEX PROPERTIES CORP.

Per: ________________________________

Name: Marc Sardachuk
Title: President & CEO

SCHEDULE "A"

801 BUILDING LANDS

FEE SIMPLE ESTATE IN:

1. PLAN "A1"
   BLOCK 34
   LOTS 21 TO 26 INCLUSIVE
   EXCEPTING THEREOUT: (AS TO SURFACE ONLY)
   THE ROAD WIDENING AND CORNER CUTS ON PLAN 8111565

2. DESCRIPTIVE PLAN 9210939
   BLOCK 46
   LOT 15"A"
   EXCEPTING THEREOUT ALL MINES AND MINERALS

ALL MINES AND MINERALS WITHIN, UPON OR UNDER:

3. PLAN A1
   BLOCK 46
   LOTS 15 TO 20 INCLUSIVE
   ESTATE: FEE SIMPLE

4. PLAN 8050 EJ
   BLOCK 46
   LOT F
   ESTATE: FEE SIMPLE

LEASEHOLD INTEREST IN:

5. The premises demised pursuant to the Air Space Lease.

SCHEDULE "B"

NEXEN DEVELOPMENT SITE

1. PLAN 8050 EJ
   BLOCK 46
   LOT A

2. PLAN A1
   BLOCK 46
   THAT PORTION OF LOT 1 LYING EAST OF THE WESTERLY 5 FEET AND SOUTH OF THE NORTHERLY 7 FEET AND THOSE PORTIONS OF LOTS 2 AND 3 LYING SOUTH OF THE NORTHERLY 7 FEET

3. PLAN A1
   BLOCK 46
   THOSE PORTIONS OF LOTS 4 AND 5 LYING SOUTH OF THE NORTHERLY 7 FEET THROUGHOUT