

**AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN Pratt Hansen Group Inc. THE VENDOR,
AND VERN MELLING AND ANITA MELLING THE PURCHASER(S)
ON PROPERTY LOT # BLD4 1 UNIT #39 PLAN NUMBER 51M-
DRAWN THE 8TH DAY OF JUNE 2008.
WITH A CLOSING DATE OF 11TH DAY OF MAY 2008.

THE PURCHASER(S) AND THE VENDOR HEREIN AGREE TO THE FOLLOWING AMENDMENTS TO THE
AFOREMENTIONED AGREEMENT:

*Change occupancy date to November 28, 2008
new closing date April 28, 2009*

DELETE THE FOLLOWING: Clauses # 2(a), 2(b), 2(c), and 2(d) on the Front page of the Agreement of
Purchase and Sale

AND
INSERT THE FOLLOWING: Clauses #2(a), 2(b), 2(c), and 2(d) as follows;

2(a) The Purchaser agrees to pay the following occupancy fees and additional deposits by way of a series of post-
dated cheques as described below;

due to the vendor or as otherwise provided in the agreement.

2(c) THE PARTIES AGREE that the Possession date shall be November 28, 2008. The Vendor
reserves the right to change the Possession date in its discretion, in which case, the due dates for the additional deposits and
occupancy fees and the closing date shall be adjusted proportionately.

2(d) THE PARTIES AGREE the within Agreement of Purchase and Sale ("agreement") does not form a Residential Rental
Agreement and that the relationship between the parties is as Vendor and purchaser and not as landlord and tenant. The purchaser
shall be responsible to any and all charges for utilities, heating, hydro, telephone and cable television from the Possession Date.
The purchaser shall be responsible for any damage to the property during the occupancy period. In the event the Purchaser
defaults in any of the Purchaser's obligations (including the obligation to arrange a new first mortgage) under this agreement,
including the payment of occupancy fees or additional deposits, the Vendor reserves the right to require immediate vacant
possession of the subject premises and the purchaser agrees to vacate forthwith upon receiving notice to do so from the vendor
and to pay all of the vendor's reasonable expenses in restoring the subject premises to the same condition as before the
Possession Date. All of the foregoing is in addition to all rights and remedies of the vendor as set out in this agreement. This
agreement shall continue to apply with all necessary changes (mutatis mutandis).

The new closing date shall be April 28, 2009.

and except for such changes noted herein, all other terms and conditions contained in said Agreement of
Purchase and Sale shall remain the same as stated therein.

DATED AT BARRIE THIS _____ DAY OF JULY 2008.

B. N. Leaf
WITNESS
B. N. Leaf
WITNESS

V. Melling
PURCHASER
Ms A Melling
PURCHASER

Accepted;
DATED AT BARRIE THIS 7 DAY OF JULY 2008.

Pratt Hansen Group Inc.

WITNESS

PER:

BHC-01039
JUL 07 2008