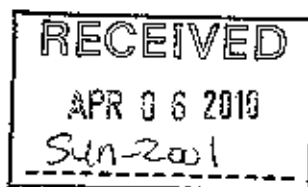


**AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE**



BETWEEN Pratt Hansen Group Inc. THE VENDOR,
AND DENNIS AND GILLIAN WALTON THE PURCHASER(S)

ON PROPERTY LOT # 2001 41-1 COULTER STREET PLAN NUMBER 51M-134.
DRAWN THE 10TH DAY OF JANUARY 2010.

WITH A CLOSING DATE OF 30TH DAY OF SEPTEMBER 2010.

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

PURCHASER WISHES TO INCREASE INITIAL
RTO PAYMENT

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;

2(b)
pay the

grees to
5.

2(c) THE PARTIES AGREE that the Possession date shall be April 24, 2010. 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 September 24, 2010.

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 BARCEL THIS 31ST DAY OF MARCH 2010.

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
PURCHASER
[Signature]
PURCHASER

Accepted;
DATED AT BARCEL THIS 6 DAY OF April 2010.

Pratt Hansen Group Inc.

WITNESS

PER: [Signature]