

**AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE**

BETWEEN Pratt Hansen Group Inc. THE VENDOR,
AND DENNIS BEANS THE PURCHASER(S)
ON PROPERTY LOT # 110R PLAN NUMBER 51M822.
DRAWN THE 8TH DAY OF MAY 2007.
WITH A CLOSING DATE OF 25 DAY OF FEBRUARY 2008.

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

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;

<u>Occupancy Fee</u>	<u>Deposit Amount</u>	<u>Total Cheque</u>	<u>Date Cheque Due</u>
\$			<u>AUGUST 30, 2007</u>
\$			<u>SEPT 30, 2007</u>
\$			<u>OCT 30, 2007</u>
\$			<u>NOV 30, 2007</u>
\$			<u>DEC 30, 2007</u>
\$			<u>JAN 30, 2008</u>

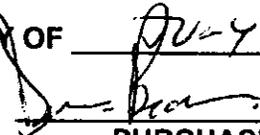
2(b) The total credit deposits as set out above is \$ _____. THE PURCHASER agrees to pay the balance of the purchase price by certified cheque to the vendor or as it directs, on closing, subject to adjustments.

2(c) THE PARTIES AGREE that the Possession date shall be August 30, 2007. 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 JANUARY 30, 2008.

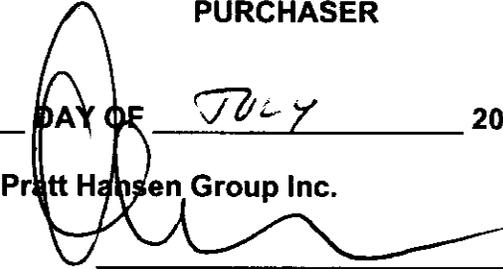
and except for such changes noted herein, all other terms and conditions contained in said Agreement of Purchase and Sale shall remain the same as stated therein.

DATED AT BARABIE THIS 5TH DAY OF JULY 2007.
 WITNESS
 PURCHASER

WITNESS

PURCHASER

Accepted;
DATED AT BARABIE THIS 9 DAY OF JULY 2007.



WITNESS

PER:

