AMENDING AGREEMENT

This Agreement is made effective the 11th day of April, 2006.

B E T W E E N:

BLUE POWER ENERGY CORPORATION,
a corporation governed by the laws of the Province of Ontario,
having its registered office at 360 Bay Street, Suite 500,
Toronto, Ontario M5H 2V6

(hereinafter referred to as the "**Purchaser**")

OF THE FIRST PART

- and -

THE SHAREHOLDERS OF CHILLY-BIN INC.,
listed on the signature pages to this Agreement

(hereinafter collectively referred to as the "**Vendors**"
and individually referred to as a "**Vendor**")

OF THE SECOND PART

WHEREAS the Purchaser and the Vendors have entered into a share purchase agreement dated as of February 28, 2006 (the "**Purchase Agreement**");

AND WHEREAS the Purchaser intended to amend its articles of amalgamation to consolidate the common shares of the Purchaser on the basis of one post-consolidation common share for every five pre-consolidation shares (the "**Share Consolidation**"), as described in the Management Information Circular and Proxy Statement of the Purchaser dated March 13, 2006, following the completion of acquisition by the Purchaser of all of the common shares of Chilly-Bin from the Vendors pursuant to the Purchase Agreement (the "**Acquisition**");

AND WHEREAS the Purchaser now wishes to complete the Share Consolidation prior to the completion of the Acquisition;

AND WHEREAS each of the Vendors consents to the completion of the Share Consolidation prior to the completion of the Acquisition and acknowledges and agrees that, notwithstanding Section 2.2 of the Purchase Agreement which provides that the purchase price for the Company Shares shall be paid and satisfied by the issuance and delivery to the Vendors at the Time of Closing of one Purchaser Share for each one Company Share, following the Share Consolidation, the purchase price payable under the Purchase Agreement for the Company Shares shall be paid and satisfied by the issuance and delivery to the Vendors at the Time of Closing of one Purchaser Share (after giving effect to the Share Consolidation) for every five Company Shares;

AND WHEREAS all capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement;

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties, provisions and covenants contained in this Agreement, the parties, each intending to be bound by this Agreement, agree as follows:

1. Payment of Purchase Price

1.1 Section 2.2 of the Purchase Agreement is hereby deleted and replaced with the following:

> "**Payment of Purchase Price**. The purchase price for the Company Shares shall be paid and satisfied by the issuance and delivery to the Vendors at the Time of Closing of one Purchaser Share for every five Company Shares."

2. Other Terms and Conditions

2.1 All other terms and conditions of the Purchase Agreement remain the same and are in full force and effect.

3. Entire Agreement

3.1 This Agreement constitutes the entire agreement between the parties with respect to the amendment of the Purchase Agreement, and there are no oral statements, representations, warranties, undertakings or agreements between the parties modifying the provisions of this Agreement. This Agreement supersedes all previous agreements relating to the subject matter hereto.

4. Governing Law

4.1 This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5. Enurement

5.1 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

6. Severability

6.1 If any of the provisions of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Further Assurances

7.1 Each of the parties covenants and agrees to execute and deliver and cause to be executed and delivered such further agreements or documents, and to do and perform and cause to be done and performed any further or other acts or things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

8. Execution in Counterparts

8.1 This Agreement may be executed by the parties hereto in separate counterparts or duplicates each of which when so executed and delivered shall be an original, but all such counterparts or duplicates shall together constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any of such counterpart and delivering same by telex, telecopy, telegraph, cable or otherwise in writing (each delivery by any of such means to be deemed to be delivery of an originally executed counterpart for all purposes).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

PURCHASER:

BLUE POWER ENERGY CORPORATION

By: *"signed"*
Name: Jim Voisin
Title: President

VENDORS:

ALFER INC.

By: *"signed"*
Name: A.N. Ferris
Title: President

ALLAN RINGLER SERVICES INC.

By: *"signed"*
Name: Allan Ringler
Title: President

ELEN ENTERPRISES (ONTARIO) INC.

By: *"signed"*
Name: Norman Brewster
Title: President

GEORGE DUGUAY SERVICES INC.

By: *"signed"*
Name: George Duguay
Title: President

KALWEA FINANCIAL CORP.

By: *"signed"*
Name: Harry Quint
Title: General Partner

NOMINEX LTD.

By: *"signed"*
Name: Neil Novak
Title: President

"signed"	)	*"signed"*
Witness	)	Peter Miller
"signed"	)	*"signed"*
Witness	)	Jim Voisin