FORM 51-102F3
MATERIAL CHANGE REPORT

Filed pursuant to: National Instrument 51-102
Section 85 (1) of the *Securities Act* (British Columbia)
Section 146 (1) of the *Securities Act* (Alberta)

Item 1. **Name and Address of Company**

BIGHORN PETROLEUM LTD.
#605 – 535 Howe Street
Vancouver, B.C. V6C 2Z4

Telephone: (604) 683-7837

Item 2. **Date of Material Change**

April 3, 2006

Item 3. **News Release**

A News Release dated and issued April 3, 2006 at Vancouver, British Columbia, through Canada Stockwatch, Market News and SEDAR.

Item 4. **Summary of Material Change**

See news release, a copy of which is attached hereto.

Item 5. **Full Description of Material Change**

See news release, a copy of which is attached hereto.

Item 6. **Reliance on subsection 7.1(2) or (3) of National Instrument 51-102**

Not applicable.

Item 7. **Omitted Information**

Not applicable.

Item 8. **Executive Officer**

Darren Stevenson, President
Telephone: (604) 683-7837

Item 9. **Date of Report**

April 3, 2006

SIGNED: *"Darren Stevenson"*

Darren Stevenson

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TSX Venture Exchange: BHP **FOR IMMEDIATE RELEASE**

BIGHORN PETROLEUM SIGNS PARTICIPATION AGREEMENT ON SLAVE POINT TEST WELL IN NORTHEASTERN BRITISH COLUMBIA AND ANNOUCES BROKERED FLOW THROUGH PRIVATE PLACEMENT

Vancouver, British Columbia – April 3, 2006 – Bighorn Petroleum Ltd. (TSX-V:BHP) ("*Bighorn*" the "*Company*")- Further to the Company's news release dated March 29, 2006 whereby the Company announced the proposed forward splitting of the Company's stock on a two for one basis. Whereby each shareholder of the Company's stock will receive one additional share for each share held. The directors of the Company feel that a forward share split will encourage market liquidity and wider distribution of the Company's shares. The proposed forward share split is subject to both shareholder and Exchange approval. The TSX Venture Exchange will determine a record date.

Bighorn Petroleum Ltd. announces a brokered private placement of up to 4,000,000 pre-split flow-through units at $0.75 per unit for gross proceeds of up to $3 million. Each pre-split flow-through unit is comprised of one pre-split flow-through common share and one-half of one pre-split share purchase warrant, with each whole warrant entitling the holder to purchase one additional common share for a period of 12 months at a price of $1.00 per share.

Blackmont Capital Inc. will act as lead agent to this financing on a commercially reasonable efforts basis. Bighorn has agreed to pay the agent a cash commission of 7% of the total gross proceeds, to be paid out of the Company's working capital at closing. In addition, Bighorn has agreed to issue to the agent that number of broker warrants as is equal to 10% of the number of pre-split flow-though units sold. Each broker warrant will entitle the holder thereof to purchase pre-split one broker unit at a price of $0.75 per broker unit for a period of 12 months from the date of closing pre-split. Each broker unit will be comprised of one common share and one-half of pre-split one share purchase warrant pre-split, with each whole warrant entitling the holder to purchase pre-split one additional common share for a period of 12 months from the date of closing at a price of $1.00 per share.

Proceeds received from the offering will be used to fund the Company's costs to drill an exploration well on the Prophet River Property located in northeastern British Columbia.

The transaction is subject to receipt of all necessary regulatory and stock exchange approvals.

Further to the Company's news release dated February 2nd, 2006 has signed a participation agreement to participate in the drilling of a Slave Point test well in the Prophet River Area of northeastern British Columbia.

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Under the terms of the agreement Bighorn Petroleum will pay 33 1/3 % of the working interest cost to earn a 21.67 % working interest in the test well and 11 sections of leases (Block A) to the deepest depth drilled and the right to participate in the drilling of an option well to earn an additional 10 sections of leases (Block B) to the deepest depth drilled under similar terms. This working interest is subject to a non-convertible 2.5% gross overriding royalty to the 100% working interest. The Operator of this well is a major Oil and Gas Company. The Operator of the well has the right to convert their 35% working interest to a 12.5% non-convertible gross overriding royalty within 30 days of receipt of production test information. If the Operator converts its working interest to a royalty the Company's working interest will increase from a 21.67% working interest to a 33 1/3% working interest.

Upon the execution of this Agreement and subject to TSXV approval, Bighorn Petroleum shall pay the Farmor $50,000 and, in the name of Farmor, issue a number of fully paid and non-assessable common shares of Bighorn Petroleum equal to $75,000 divided by the Weighted Average Price on the date of such share issuance. Any shares issued pursuant to this Subclause shall be free of any restrictions on trading, pooling or escrow other than those imposed by law, the TSXV or by the policies of any securities regulatory body;

Upon the spudding of the Test Well, pursuant to Section 5 of the Operator Agreement and subject to TSXV approval, Bighorn Petroleum shall issue, in the name of Farmor, a number of, fully paid and non-assessable common shares of Bighorn Petroleum equal to $75,000 divided by the Weighted Average Price on the date of such share issuance. Any shares issued pursuant to this Subclause shall be free of any restrictions on trading, pooling or escrow other than those imposed by law, the TSXV or by the policies of any securities regulatory body; and

As of the date of execution hereof, Bighorn Petroleum shall and does hereby fully assume and shall be responsible for one third (33 1/3%) of all of Farmor's obligations under the Operator Agreement including, without limitation: (i) one third (33 1/3%) of the cost and expense of spudding, drilling, logging and testing any Test Well, Option Well or Second Option Well, ; (ii) one third (33 1/3%) of the cost and expense of any Pre-Farmout Working Interest; (iii) one third (33⅓%) of the acquisition cost of any Mutual Interest Lands; and (iv) one third (33 1/3%) of the cost and expense of any Encumbrances.

In the event that the proven and probable reserves in excess of 75 BCF of gas are established (all zones) on any or all of the Operator Lands, subject to TSXV approval Bighorn Petroleum shall issue, in the name of Farmor, a number of fully paid and non-assessable common shares of Bighorn Petroleum (the "Reserves Bonus") equal to $200,000 divided by the Weighted Average Price on the date hereof. If an offer to purchase all or some of Bighorn Petroleum's interest occurs prior to payment of the Reserves Bonus, which offer is accepted by Bighorn Petroleum's interest occurs prior to payment of the Reserves Bonus, which offer is accepted by Bighorn Petroleum, the Reserves Bonus shall be immediately payable to the Farmor regardless of whether or not it would be otherwise payable at that point of time. Any shares issued pursuant to this Subclause shall be free of any restrictions on trading, pooling or escrow other than those imposed by law, the TSXV or by the policies of any securities regulatory body. The foregoing is subject to regulatory approval where required.

ON BEHALF OF THE BOARD OF DIRECTORS

"Darren R. Stevenson"

Darren R. Stevenson
President and CEO