AMENDING AGREEMENT

THIS AGREEMENT made this 22nd day of July, 2005.

BETWEEN:

ALTACANADA ENERGY PARTNERSHIP,
having an office in Calgary, Alberta
(the partnership and, where applicable, its constituent partners being "Vendor")

- and -

TY RESOURCES LIMITED,
having and office in Calgary, Alberta
("Purchaser")

RECITALS:

A. WHEREAS the parties have executed the Purchase and Sale Agreement; and

B. WHEREAS the parties wish to amend the Purchase and Sale Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Definitions

In this Amending Agreement the following words and phrases shall have the meanings ascribed thereto below, namely:

"**Amending Agreement**" means this agreement together with all instruments supplemental hereto or in amendment or confirmation hereof; and

"**Purchase and Sale Agreement**" means that certain Purchase and Sale Agreement dated June 15th, 2005 between AltaCanada Energy Partnership, as Vendor and Ty Resources Limited, as Purchaser.

In addition, the definitions in the Purchase and Sale Agreement are incorporated herein by this reference.

2. Headings

The headings of clauses herein are inserted for convenience of reference only and shall not affect the construction of the provisions hereof.

3. Gender and Number

This Amending Agreement shall be read with all changes in gender and number as may be required by the context.

4. Governing Law

This Amending Agreement shall, in all respects, be subject to and be construed and enforced in accordance with the laws in effect in the Province of Alberta and each party attorns to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom for such purposes.

5. Amendments

The Purchase and Sale Agreement is amended as follows:

(i) Definition 1.1 (e) is replaced with the following:
"Closing Time" means 11 a.m. on July 22, 2005, or such other time and date as may be agreed upon in writing by Vendor and Purchaser;

(ii) The Purchase Price in Section 2.2 is amended to $490,500.00

(iii) The Allocation of Purchase Price in Section 2.3 is amended to

Petroleum and Natural Gas Rights	$392,400.00
Tangibles	$ 98,099.00
Miscellaneous Interests	$ 1.00
Total	$490,500.00

(iv) Delete the following Leases from Schedule "A" (Rivercourse)
AB Crown PNG Lease 0479010141 (Pages 13 & 14) Section 2-47-01 W4M (PNG to base Mannville)
AB Crown PNG Lease 0479010142 (Pages 15 & 16) Section 29-47-01 W4M (PNG to base Mannville)

(v) Delete the following Wells from Schedule "B"
100/06-26-036-10W4/00
100/15-02-047-01W4/00
100/15-02-047-01W4/02
1D0/10-29-047-01W4/00

(vi) Change Well Identifiers on Schedule "B" as follows
100/06-32-039-11W4/02 should be 100/06-32-039-11W4/00
100/06-32-039-11W4/03 should be 100/06-32-039-11W4/02

(vii) Amend Schedule "E" by deleting reference to 100/15-02-047-01W4/00, 100/15-02-047-01W4/02 and 1D0/10-29-047-01W4/00 under Rivercourse GPC026

6. Effective Date

The amendments provided for in Clause 5 shall so far as practicable, be regarded as being effective as of the original date of the Purchase and Sale Agreement.

7. Ratification

This Amending Agreement is supplementary to and shall form one instrument with the Purchase and Sale Agreement, such instrument shall henceforth be read together with this Amending Agreement and have effect so far as practical as though all the relevant provisions hereof and thereof were contained in one instrument and the Purchase and Sale Agreement, as amended, modified or supplemented by this Amending Agreement, is in all respects ratified and confirmed.

8. Further Assurances

Each party, without further consideration, shall in a timely fashion do or perform or cause to be done or performed all such further and other acts and things, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further and other instruments, deeds and other writings and generally shall take or cause to be taken all such further and other actions as may be reasonably necessary or desirable to carry out its obligations hereunder or to ensure and give full force and effect to the provisions and intent, purpose and meaning of this Amending Agreement.

9. Enurement

This Amending Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors, receivers, receiver-managers, trustees and permitted assigns.

10. Counterpart and Facsimile Execution

This Amending Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument. In addition, facsimile copies of executed counterparts shall be conclusively regarded for all purposes as originally executed counterparts pending the deliver of the originals.

EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

ALTACANADA ENERGY PARTNERSHIP

Per: ____________________________
Donald E. Foulkes, President

Per: ____________________________
Bill Brimacombe, Vice-President Finance

TY RESOURCES LIMITED

Per: ____________________________
Donald R. Holding, ~~President and C.E.O.~~