

## WAIVER AND RELEASE

TO: Pratt Hansen Group Inc. ("Pratt Hansen")

RE: Doug and Betty Pottter purchase from Pratt Hansen  
41 Ferndale Dr., Unit # 307 being Building #41 Unit # 307  
Manhattan, Barrie, Ontario  
Closing Date: June 14, 2012.

IN CONSIDERATION of supplying installing a kitchen backsplash above unit,, provided by Pratt Hansen to the undersigned and for other good and valuable consideration, the undersigned hereby remises, releases, and forever discharges Pratt Hansen of and from all actions, suits, debts, duties, accounts, bonds, covenants, contracts, claims and demands whatsoever which the undersigned now has or hereafter can, shall, or may have for or by reason of, or in any way arising out of, any claims by the undersigned relating the installation of the shower enclosure in the main washroom instead of the ensuite bathroom, as set out in the Agreement of Purchase and Sale between the parties and in particular, without limiting the generality of the foregoing, the undersigned hereby waives his/her rights under the *Ontario New Home Warranties Plan Act* to pursue a delayed closing claim with the *Tarion Warranty Corporation* following the final closing of the above-noted transaction.

THE UNDESIGNED agrees to keep confidential the terms of all arrangements made between the parties and the undersigned expressly acknowledges that the value of the consideration given or otherwise provided to the undersigned shall be returned or reimbursed to Pratt Hansen should the undersigned breach his/her/their confidentiality obligations.

THE PROVISIONS hereof shall enure to the benefit of the successors and assigns of Pratt Hansen and shall be binding on heirs, executors, successors, assigns, administrators and legal personal representatives of the undersigned.

IN WITNESS WHEREOF this waiver and release has been executed by the undersigned at Barrie this                      day of January 2012.

  
Witness

  
Purchaser

  
Purchaser

