

**AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE**

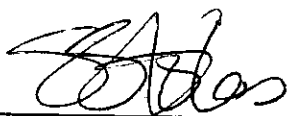
BETWEEN Pratt Hansen Group Inc. THE VENDOR,
AND Robert Phillips THE PURCHASER(S)
ON PROPERTY LOT # 5052 PLAN NUMBER 51M- 866
DRAWN THE 17th DAY OF March 20 07
AND CLOSING ON THE 20th DAY OF December 20 07.

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

**Agreement of Purchase and Sale to include Schedule Work
Credit for Paint as per attached.**

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 Innisfil THIS 12th DAY OF April 20 07.


WITNESS


PURCHASER

WITNESS

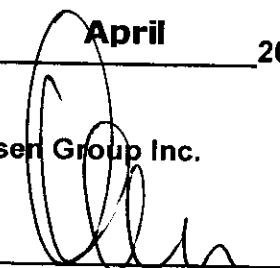
PURCHASER

Accepted;

DATED AT Barrie THIS 16 DAY OF April 20 07

Pratt Hansen Group Inc.

WITNESS


PER:

Schedule *
WORK CREDIT

The Purchaser(s), ROBERT PHILLIPS,
hereby agrees with Pratt Hansen Group Inc. ("Pratt Homes") that I/we shall be permitted to access
LOT # 5052 (the "Property") to supply
and/or install (as noted) those items (hereinafter collectively referred to as the "Work") detailed below in exchange
for a credit on the Statement of Adjustments on the closing date as follows:

SUPPLY & INSTALL PAINT INCLUDING TRIM, BASE COAT, FINAL
COAT & EXTERIOR PAINT [REDACTED] [REDACTED]

(hereinafter collectively referred to as the "Work Credit")

The Purchaser(s) fully acknowledges and understands the terms set out herein and the Purchaser(s) hereby agrees that the Work Credit is subject to the following terms and conditions:

1. All Work must be completed as specified herein and within the timelines specified by the **Pratt Homes** Superintendent and/or Site Supervisor as provided to the Purchaser(s) during the construction period.
2. No children under the age of sixteen (16) are allowed on the Property at any time.
3. Save and except as specifically provided herein, no persons, other than the Purchaser(s), may access the Property. A third party contractor retained by the Purchaser(s) may be permitted to assist the Purchaser(s) in completing the Work if, prior to accessing the Property, the third party contractor provides **Pratt Homes** with the following:
 - (a) A Waiver and Release executed in favour of **Pratt Homes**; and
 - (b) A copy of the WSIB Certificate issued to such third party contractor.
4. The appropriate steel toed footwear and approved hard hats are to be worn at all times while in or about the Property and such attire is not provided by **Pratt Homes**.
5. All safety standards, as dictated by the *Occupational Health and Safety Act* and the *Ontario Building Code* and any related legislation and/or regulations, must be adhered to at all times and the Purchaser(s) are responsible for familiarizing his/her/themselves with such provisions.
6. The Purchaser(s) acknowledges that **Pratt Homes** reserves the right, in its sole discretion, to complete the Work and to select colours and materials, as necessary, if the Work is not completed by the Purchaser(s) in the manner specified herein and within the timelines stipulated by **Pratt Homes**. In such circumstances, the Purchaser(s) acknowledge that the Work Credit will be forfeited with no credit for any Work partially completed by the Purchaser(s).
7. The Purchaser(s) shall be responsible for any additional costs incurred by **Pratt Homes**, whether construction related or otherwise, as a result of any substantial alterations made to the Property.
8. The Purchaser(s) acknowledge that alterations, deletions and additions made by the Purchaser(s) and defects in materials, design and Work supplied and/or installed by the Purchaser(s) are not covered by the warranty provisions of the *Ontario New Home Warranties Plan Act*. The Purchaser(s) expressly acknowledge such exclusions and agree that **Pratt Homes** shall not, either before or after the closing date, be responsible or liable for rectifying any deficiencies related to or associated with the Work.

IN CONSIDERATION OF **Pratt Homes** allowing me/us to access the Property to complete the above noted Work, the Purchaser(s) (on my/our own behalf and on behalf of my/our personal representatives, heirs, executors and administrators, agents, contractors and invited guests) HEREBY EXPRESSLY AGREE that **Pratt Homes** and its directors, officers, agents and/or employees shall not be liable for any damages arising from any personal injury, illness, damage or loss sustained by the Purchaser(s) as a result of having accessed the Property during construction and prior to the Closing Date.

I/WE AGREE TO RELEASE AND DISCHARGE **Pratt Homes** and its directors, officers, agents and/or employees from any and all claims or causes of action arising out of the negligence of **Pratt Homes** and its directors, officers, agents and/or employees.

I/WE acknowledge that I/WE have carefully read this Schedule and the releases contained herein. I/WE UNDERSTAND that, by signing this Schedule, I/WE are waiving any right to bring a legal action or claim against **Pratt Homes** relating to the contents hereof.

Robert Phillips
Purchaser signature
Print Name: Robert Phillips

Purchaser signature
Print Name: _____