

WRI
25
TRFD TO
WPI-239



**AGREEMENT OF PURCHASE AND SALE
AMENDMENT**

BETWEEN Pratt Hansen Group Inc. THE VENDOR,

AND Larry Pilozo THE PURCHASER(S)

ON PROPERTY LOT # 25 WRI PLAN NUMBER 51M. to follow

DRAWN THE 20th DAY OF August 20 07

AND CLOSING ON THE 20th DAY OF June 20 09

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

The lot is to change from lot #25 WRI to lot #239 WPI, 1958 Prince Crt. (40' Lot) as per compensation for delay. No increase to purchase price.
The new move in date is to be December 15th, 2008.
The new closing date is to be May 15th, 2009.

The following is the new Rent-to-Own payment schedule:

December 15th, 2008
January 15th, 2009
February 15th, 2009
March 15th, 2009
April 15th, 2009
May 15th, 2009



The current scheduled payments are to change from August 15th, 2008 to August 28th, 2008 and September 15th, 2008 to September 28th, 2008.

**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 Toronto THIS 13th DAY OF AUGUST 20 08

WITNESS

PURCHASER

WITNESS

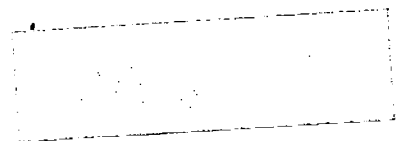
PURCHASER

Accepted:
DATED AT BARRIE THIS 18th DAY OF AUGUST 20 08

Pratt Hansen Group Inc.

VENDOR

Starling



TRF TO
WPI-239
AUG 19 2008
WRI-25

Essement (In Gross) for Municipal Services

LARRY PLOZO

(the "Transferor") grants and transfers to

1. The easement is for the purpose of allowing all those entitled thereto and their contractors, workmen and others authorized by the Transferee:
 - (a) vehicular and pedestrian ingress and egress over the Easement Lands at all times with all supplies, machinery, materials, vehicles and equipment as may be required for all purposes necessary or incidental to the enjoyment of the rights set forth herein, including but not limited to constructing, installing, repairing, replacing, maintaining, opening, and adding to, removing, relocating, reconstructing, renewing, examining, surveying, replacing, enlarging, expanding, supplementing and operating municipal services including, but not limited to sanitary sewers, storm sewers, drainage courses, water mains and all appurtenances necessary or incidental to the enjoyment of the rights set forth herein.
2. The Transferee covenants that upon the completion of the construction or any other work on the aforesaid municipal services, the Transferee will fill in all excavations and as far as practicable, restore the surface of the Easement Lands to the same elevations as the ground existed prior to the commencement of the work, and finished with topsoil and grass seed, and shall remove all equipment and debris related to or arising from the said work. The Transferee shall not be responsible to replace and/or repair any improvements to the Easement Lands including, but not limited to, buildings, gardens and decorative fences.
3. It is understood and agreed by the parties that the Transferor is responsible for maintaining the Easement Lands and that the Transferee shall assume no responsibility whatsoever for the day to day repair and/or periodic maintenance of the Easement Lands, however, should the Transferor fail to maintain the Easement Lands, the Transferee may enter upon the lands and maintain them at the Transferor's expense.
4. The Transferor shall not, nor permit others to excavate, drill, install, erect or build on, in, over, through or under the easement, any pit, well, pavement, building fence, structure or other obstruction of any nature whatsoever including the planting of trees or otherwise landscaping without the prior written consent of the Transferee, but otherwise the Transferor shall have the full right to use and enjoy the Easement Lands subject always to and so as not to interfere with the rights and easements hereby granted to the Transferee.
5. The Transferor hereby releases and indemnifies the Transferee from any and every claim which might arise out of the exercise by the Transferee of any of the rights granted by this grant of easement or which may arise out of the existence or operation of such services as may be required by the Transferee from time to time and accepts the consideration above mentioned in full satisfaction of all such claims, provided the Transferee fills in all excavations and, as far as is practicable, restores the surface of the Easement Lands to the condition existing prior to any entry to exercise the rights hereby granted subject to what is set out in paragraph 2 above.
6. The Transferor covenants with the Transferee that it has the right to convey the easements herein set out to the Transferee notwithstanding any act of the Transferor and further covenants that the Transferor or its successors and assigns will execute such further assurances and do such other acts as may be reasonably required to vest in the Transferee the rights hereby transferred.
7. The Transferor and Transferee agree that notwithstanding any rule of law or equity and even though any of the municipal services may become annexed or affixed to the Easement Lands, title to the municipal services shall nevertheless remain in the Transferee.
8. The invalidity or unenforceability of any provision of this easement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.
9. The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant, including all of the covenants and conditions herein contained, shall extend to, be binding upon and ensure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively, and all covenants herein contained shall be construed to be several as well as joint and wherever the singular or the masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.