5WD-3

## **AMENDMENT** TO AGREEMENT OF PURCHASE AND SALE

H HANSEN DEVELOPMENT INC. **BETWEEN** 

THE VENDOR,

AND Jeff Smyth & Brian Dawe PURCHASER(S)

ON PROPERTY LOT 3 s/w

PLAN # 51M-835

DRAWN THE 28th

DAY OF

April

2013

AND CLOSING ON THE

31st

DAY OF March

2014

IN CONSIDERATION OF THE COVENANTS AND AMENDMENTS PROVIDED HEREIN, THE PURCHASER(S) AND THE VENDOR HEREBY REVIVE AND RATIFY THE AFOREMENTIONED AGREEMENT AND AGREE TO THE FOLLOWING AMENDMENTS

Add RENT TO OWN program.

Delete work credit (paint)

New move in date will be October 3 2013, New closing date will be June 3 2014

Vendor has received total of \$

,this includes !

eccupancy fee and initial deposits

Credit purchase price by New purchase price is \$

and except for such changes as noted herein, all other terms and conditions contained in this Agreement of Purchase and Sale shall remain the same as stated therein.

DATED AT Barrie THIS /7th

**DAY OF** September

2013

WITNESS:

WITNESS:

Accepted:

DATED AT

Barrie

THIS

DAY OF September ZO13 7th

2013

H Hansen Development Inc.

**WITNESS:** 

## SCHEDULE I2

## Rent-to-own

2(a) The Purchaser agrees to pay the following occupancy fees and additional deposits by way of a series of post-dated cheques as described below;

Occupancy Fee Deposit Amount Total Cheque Date Cheque Due
October 03rd, 2013
November 03rd, 2013
December 03rd, 2014
February 03rd, 2014
March 03rd, 2014
April 03rd, 2014
May 03rd, 2014
May 03rd, 2014
June 03rd, 2014

2(b) The total credit deposits as set out above is \$ 9,300.00. THE PURCHASER agrees to pay the balance of the purchase price

by certified cheque to the vendor or as it directs, on closing, subject to adjustments.

2(c) THE PARTIES AGREE that the Possession date shall be <u>October 03rd, 2013</u>. The Vendor reserves the right to change

the Possession date in its discretion, in which case, the due dates for the additional deposits and occupancy fees and the closing date shall be adjusted proportionately.

