



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:
BUYER: **Fernando Gonzalez** & **Adam Barrieau**

AND
SELLER: **SAVANNA TORRINHA** & **PHILIP TORRINHA**

 RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the **9** day of **October**, 20**24**,

 concerning the property known as **100 BROCKVILLE Street**

 **Smiths Falls ON K7A 3Y2** as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:
Delete:
Purchase Price: Five Hundred Forty Five Thousand Dollars (\$545,000.00)
This Offer is conditional upon the Buyer arranging/determining, at the Buyer's own expense:

- a) A new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion.
- b) The inspection of the building by property inspector qualified to assess multifamily residential buildings and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion.
- c) Building insurance which is satisfactory to the Buyer in the Buyer's sole and absolute discretion.
- d) The Buyer reviewing the all management contracts, bills and leases for the subject property for a minimum of the 12 most recent months and finding the documentation satisfactory to the Buyer in the Buyer's sole and absolute discretion.

Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59PM on the 23rd day of October 2024, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to allow vacant access to the subject property to the Buyer or the Buyer's agent for the purpose of satisfying these conditions.

Insert:
Purchase Price: ~~Five Hundred Forty Five Thousand Dollars (\$545,000.00)~~ Five Hundred and Forty Thousand Dollars (\$540,000)
This Offer is conditional upon the Buyer arranging/determining, at the Buyer's own expense:

- a) A new first Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion.

Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59PM on the **30th day of October, 2024**, this Offer shall become null and void and the deposit shall be returned to the buyer in full without deduction. These conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to allow vacant access to the subject property to the Buyer or the Buyer's agent for the purpose of satisfying these conditions.

INITIALS OF BUYER(S):
INITIALS OF SELLER(S):


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Initial Initial
ST PT

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **Seller** **Buyer** until **7:00 pm**
(Seller/Buyer) (a.m./p.m.)

on the **23** day of **October**, 20**24**, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: **Oct 23, 2024, 09:48 AM EDT**
(Witness) (Buyer/Seller) **Fernando Gonzalez** (Seal) (Date) **Oct 23, 2024, 09:47 AM EDT**
(Witness) (Buyer/Seller) **Adam Barrieau** (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) (Buyer/Seller) **Savanna Torrinha** **10/23/2024 | 12:43 PM PDT**
(Witness) (Buyer/Seller) **PHILIP TORRINHA** **10/23/2024 | 12:50 PM PDT**

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed
Oct 23, 2024, 06:03 PM EDT
and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

(Signature) **Oct 23, 2024, 06:03 PM EDT** (Signature) **Oct 23, 2024, 06:03 PM EDT**

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer. **10/23/2024 | 12:43 PM PDT** **Oct 23, 2024, 09:48 AM EDT**
(Seller) **Savanna Torrinha** (Date) (Buyer) **Fernando Gonzalez** (Date)
(Seller) **PHILIP TORRINHA** **10/23/2024 | 12:50 PM PDT** **Oct 23, 2024, 09:47 AM EDT**
(Seller) **PHILIP TORRINHA** (Date) (Buyer) **Adam Barrieau** (Date)
Address for Service
(Tel. No.)
Seller's Lawyer Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)