

Property PSV Tower ONE Suite: 302  
Municipal Address: (If Applicable)

## Statement Of Critical Dates

### Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.

**NOTE TO HOME BUYERS:** Please visit Tarion's website: [www.tarion.com](http://www.tarion.com) for important information about all Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your condominium unit.

**VENDOR** AMACON DEVELOPMENT (CITY CENTRE) CORP.

**PURCHASER** SHERICE AMANDA ANNIS

#### 1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is

the 29th day of June, 2015

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 3 of the Addendum by giving proper written notice as set out in section 3

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**, or (ii) a **Firm Occupancy Date**.

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 3 below

*If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.*

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is

the 30th day of July, 2018 \*

#### 2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay occupancy one or more times in accordance with section 3 of the Addendum and no later than the Outside Occupancy Date

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than (i.e., **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date

the 31st day of March, 2015.

#### 3. Purchaser's Termination Period

If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "Purchaser's Termination Period"), which period could end as late as

the 29th day of August, 2018 \*

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).

**Note:** Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum)

Acknowledged this 26th day of November, 2013.

**VENDOR :**

**PURCHASER :**

## Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. It contains important provisions that are part of the delayed closing warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED CLOSING WARRANTY.**

The Vendor shall complete all blanks set out below.

|  |                                 |                         |   |
|--|---------------------------------|-------------------------|---|
| <b>VENDOR</b>  |                                 |                         |   |
| <b>AMACON DEVELOPMENT (CITY CENTRE) CORP.</b>  |                                 |                         |   |
| <small>Full Name(s)</small>  |                                 |                         |   |
| <b>38706</b>   | <b>Suite 400, 37 Bay Street</b> |                         |   |
| <small>Tarion Registration Number</small>  | <small>Address</small>          |                         |   |
| <b>(416) 369-9069</b>  | <b>Toronto</b>                  | <b>Ontario</b>          | <b>M5J 3B2</b>  |
| <small>Phone</small>   | <small>City</small>             | <small>Province</small> | <small>Postal</small>   |
| <b>(416) 369-9068</b>  | <b>info@amacon.com</b>          |                         |   |
| <small>Fax</small>   | <small>Email</small>            |                         |   |
| <b>PURCHASER</b>   |                                 |                         |   |
| <b>SHERICE AMANDA ANNIS</b>  |                                 |                         |   |
| <small>Full Name(s)</small>  |                                 |                         |   |
| <b>26 CRESTVIEW AVE.</b>   |                                 |                         |   |
| <small>Address</small>   |                                 |                         |   |
| <b>(416) 951-5003</b>  | <b>BRAMPTON</b>                 | <b>ONTARIO</b>          | <b>L6W 2R6</b>  |
| <small>Phone</small>   | <small>City</small>             | <small>Province</small> | <small>Postal</small>   |
| <small>Fax</small>   | <small>Email</small>            |                         |   |
| <b>PROPERTY DESCRIPTION</b>  |                                 |                         |   |
| <small>Municipal Address</small>   |                                 |                         |   |
| <b>Mississauga</b>   | <b>Ontario</b>                  |                         | <small>Postal Code</small>                                    |
| <small>City</small>  | <small>Province</small>         |                         |   |
| <b>Suite 302 Unit 2 Level 3 Region: Peel</b>   |                                 |                         |   |
| <small>Short Legal Description</small>   |                                 |                         |   |
| <b>INFORMATION REGARDING THE PROPERTY</b>  |                                 |                         |   |
| The Vendor confirms that:  |                                 |                         |   |
| (a) The Vendor has obtained Formal Zoning Approval for the Building.   |                                 |                         | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.       |                                 |                         |   |
| (d) Commencement of Construction: <input type="radio"/> Has occurred; or <input checked="" type="radio"/> is expected to occur by <b>December 01, 2014</b> |                                 |                         |   |
| The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.                                |                                 |                         |   |

