

Property: Unit 8 Level 1

## 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** BRIAN BIZARRIA

#### 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 23rd day of September, 2015

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 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.

For purchase agreements signed after the Roof Assembly Date, the **First Tentative Occupancy Date** is inapplicable and the Vendor shall instead elect and set either a **Final Tentative Occupancy Date** or a **Firm Occupancy Date**

the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_  
Final Tentative Occupancy Date

or

the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_  
Firm Occupancy Date

If the Vendor cannot provide Occupancy by the **Firm Occupancy Date**, then the Purchaser is entitled to delayed occupancy compensation (see section 7 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 25th day of September, 2017

#### 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 1 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 25 day of June, 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 25th day of October, 2017

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 7, 10 and 11 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 revised **Statement of Critical Dates**; or 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 5 of the Addendum)

Acknowledged this 30th day of June, 2014.

**VENDOR :**

**PURCHASER :**