

**Condominium Form
(Tentative Occupancy Date)**

Property 28 Freeland, Toronto, ON

Suite 2807

**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. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, 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 home.

VENDOR Pinnacle Yonge Tower One Limited Partnership
Full Name(s)
PURCHASER Sasan TAVANA
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the ____ day of _____, 20__.

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**.

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 **Firm Occupancy Date**.

the ____ day of _____, 20__.
Final Tentative Occupancy Date

or

the 19 day of October, 2022.
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 1 below.

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 18 day of December, 2024.

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., at least **90 days** before the **First Tentative Occupancy Date**), or else the **First Tentative Occupancy Date** automatically becomes the **Firm Occupancy Date**.

the ____ day of _____, 20__.

3. Purchaser's Termination Period

If the home is not complete by the **Outside Occupancy Date**, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

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).

the 17 day of January, 2025.

Note: Any time 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 ____ day of _____, 20__.

VENDOR: _____

PURCHASER: _____



Bennett Jones

Bennett Jones LLP

3400 One First Canadian Place, PO Box 130

Toronto, Ontario, Canada M5X 1A4

Tel. 416.863.1200 Fax: 416.863.1716

Solicitor: Leonard A. Gangbar

Project: (THE PRESTIGE AT PINNACLE ONE YONGE)

August 10, 2022

Sasan TAVANA
c/o Pedram Rahbaran
15 Jean Street
Toronto, ON M4W 3A6

Delivered by Registered Mail and Email:
sasantavana700@gmail.com

Sarah Ovenden
Direct Line: 416.777.4836
Direct Fax: 416.777.5501
Email: ovendens@bennettjones.com

File: 2807/(THE PRESTIGE AT PINNACLE ONE
YONGE)/77004.3

Copy to Solicitor for Purchaser:
Chi-Nam Steve Chan
By Facsimile: 905 882 8609

Second Notice - s.5(c) of Taron Addendum
END OF UNAVOIDABLE DELAY EVENT
NOTICE OF TOTAL UNAVOIDABLE DELAY PERIOD

Dear Purchaser:

RE: An Agreement of Purchase and Sale (the "Purchase Agreement") between:
Vendor : Pinnacle Yonge Tower One LP
Purchaser : Sasan TAVANA
Description : Dwelling Unit 7 Level 28, Parking Unit P Level , Locker Unit L
Level ; Plan TSCP
Address : Suite 2807, 28 Freeland Street, Toronto, Ontario
(THE PRESTIGE AT PINNACLE ONE YONGE) (the "Unit")
Firm Occupancy Date : October 19, 2022

PLEASE NOTE THAT:

1. The "Unavoidable Delay" initiating event referred to in our recent Notice to you has ended. The "Unavoidable Delay" was made up of:
 - (a) One or more labour strikes by the various construction workers, as more particularly described in the First Notice of May 6, 2022, in which started on May 1, 2022 and ended on June 29, 2022 ("Strike Period"); plus
 - (b) An additional period of 30 days representing additional lost time caused by the strike(s) (the "Remobilization Period").
2. The total setback in time directly caused by the "Unavoidable Delay" (the Strike Period plus the Remobilization Period) is: (i) 59 days; plus (ii) 30 days for a total of: 89 days ("Unavoidable Delay Period"). Therefore, the date of conclusion of the Unavoidable Delay is 29th day of July, 2022.
3. Your new Critical Dates taking into account the total Unavoidable Delay Period are set out in the Revised Statement of Critical Dates attached as follows:
 - (a) Firm Occupancy Date is **October 19, 2022**

Should you have any questions, please do not hesitate to contact the Pinnacle One Yonge Sales Office at info@pinnacleoneyonge.ca

Yours very truly,

BENNETT JONES SLP

"Sarah Ovenden"¹

Sarah Ovenden, Law Clerk
Encl.

¹executed pursuant to the *Electronic Commerce Act*