

EVE

SCHEDULE "A"

ADDITIONAL PROVISIONS

1. DEFINITIONS

In addition to any other defined words or terms used throughout this Agreement, the defined terms set out below shall have the meanings ascribed thereto, namely:

- (a) "Act" means the Condominium Act, S.O. 1998, the regulations thereunder and any amendments thereto, and any other terms used herein shall have ascribed to them the definitions contained in the Act or in the Condominium Documents, unless the context herein otherwise requires;
- (b) "Adjacent Condominium" means the proposed two (2) high-rise condominiums to be constructed by the Vendor on a portion of the Lands, and as more generally described in the Condominium Documents;
- (c) "Agreement" means this agreement of purchase and sale, together with all Schedules hereto, and including any amendments and addendums to this Agreement;
- (d) "Building" means the residential structure constructed, or to be constructed, by the Vendor on the Lands;
- (e) "Closing Date" or "Date of Closing" or "Closing" means ~~the date on which the Vendor shall deliver to the Purchaser, in its sole discretion, the Closing Documents, which shall be at least 15 days after written notice that the Closing Documents have been registered.~~ *means that date or dates designated by the Vendor to the Purchaser, which date shall be at least 15 days after written notice that the Closing Documents have been registered.* *JULY 09, 2009* *DM* The Vendor may, in its sole discretion, postpone the Closing Date from time to time, provided that the Closing Date shall not be later than 24 months after the Confirmed Possession Date;
- (f) "Condominium" means the condominium to be created by the registration of the Creating Documents;
- (g) "Condominium Corporation" or "Corporation" means the condominium corporation constituted under the Act by the registration of the Creating Documents;
- (h) "Condominium Documents" means, the Creating Documents, the by-laws and rules of the Condominium and the Disclosure Statement (inclusive of the budget statement), as may be amended from time to time;
- (i) "Confirmed Possession Date" means the date, or any extension or acceleration thereof, pursuant to the provisions of this Agreement selected by the Vendor and confirmed in writing to the Purchaser at least 120 days before the date identified in such notice, and confirmed no later than 30 days following the completion of the roof assembly of the Building which contains or incorporates the Residential Unit, and which selected date shall not be more than 24 months from the originally scheduled Tentative Possession Date. If the Vendor has not so provided the Purchaser with the notice and confirmation at least 90 days prior to the Tentative Possession Date, the Confirmed Possession Date shall be deemed to be the Tentative Possession Date. If the Creating Documents were registered at least 22 days prior to the Confirmed Possession Date, the Confirmed Possession Date shall also be the Closing Date.
- (j) "Consultant" means any or all of the Vendor's architects, planners, engineers and other professional and business advisors as may be relevant in the context;
- (k) "Creating Documents" means the declaration, plan, and description which are to be registered and will serve to create the Condominium, as may be amended from time to time;
- (l) "Disclosure Statement" means the statement delivered by the Vendor to the Purchaser as required by the Act;
- (m) "ETA" means the *Excise Tax Act* (Canada), as amended;
- (n) "Governmental Authorities" or "Governmental Authority" means the Municipality or any other relevant governmental authority or agency or private or public utility;
- (o) "GST" means the federal goods and services tax exigible with respect to the within transaction pursuant to the ETA;
- (p) "Interim Occupancy Period" means the period of time from the Confirmed Possession Date to the Closing Date;
- (q) "Mortgagee" means the Vendor's construction lender for the development of any part of the Lands;
- (r) "Municipality" means the City of Mississauga;
- (s) "Occupancy Agreement" means the terms and conditions of occupation of the Unit during the Interim Occupancy Period;
- (t) "Occupancy Fee" means the monthly fee payable in advance by the Purchaser during the Interim Occupancy Period and based upon the aggregate of the following amounts:
 - (i) where applicable, interest calculated on a monthly basis on the unpaid balance of the Purchase Price at the rate prescribed by the Act;
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable to the Property; and
 - (iii) the projected monthly common expense contribution for the Property;
- (u) "Plan Act" means the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. 0.31, as amended;
- (v) "Permitted Encumbrances" means those instruments and documents, to which the Purchaser's title will be subject being the following:
 - (i) the Condominium Documents, including any agreements referred to therein, notwithstanding that they may be amended and varied from the proposed Condominium Documents contained in the Disclosure Statement;