

**SCHEDULE A**  
**Types of Permitted Early Termination Conditions**  
(Section 2)

**1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:**

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
  - (ii) a consent to creation of a lot(s) or part-lot(s);
  - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
  - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
  - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
  - (vi) allocation of domestic water or storm or sanitary sewage capacity;
  - (vii) easements or similar rights serving the property or surrounding area;
  - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
  - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

**2. The following definitions apply in this Schedule:**

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

**3. Each condition must:**

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

**4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:**

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

**APPENDIX TO  
TARION ADDENDUM TO AGREEMENT OF PURCHASE AND SALE  
ADDITIONAL EARLY TERMINATION CONDITIONS**

The following Early Termination Conditions shall form an integral part of the Agreement of Purchase and Sale and Tarion Addendum, as contemplated therein:

**Early Termination Condition no. 1:**

The Purchase Agreement is conditional upon receipt of Approval from the City of Mississauga for:

- a) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance); and
- b) site plan agreements, density agreements or other developmental agreements with the City of Mississauga and/or development Approvals required from the City of Mississauga.

This condition is for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

**Early Termination Condition no. 2:**

The Purchase Agreement is conditional upon:

- a) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded seventy percent (70%) percent on or before February 1, 2014;
- b) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged on or before February 1, 2014;

This condition is for the sole benefit of the Vendor and may be waived by it at any time in its sole discretion.

**Early Termination Condition no. 3:**

The Purchase Agreement is conditional on confirmation by the Vendor that it is satisfied in its sole discretion that the Purchaser has the financial resources to complete the transaction based on the information to be provided by the Purchaser to the Vendor as set out in paragraph 53 of the Agreement of Purchase and Sale.

The date by which this condition is to be satisfied is **sixty (60) days from the date of acceptance of the Agreement by the Vendor.**