

PART C: DEFINITIONS

In this Protocol:

- a) “Agreement” means the agreement of purchase and sale made between the Vendor and the Purchaser in relation to the Land;
- b) “Building Location Certificate” means a building location certificate and sketch prepared by a qualified Manitoba Land Surveyor in relation to the Land;
- c) “Closing” means the consummation of the transaction of purchase and sale in accordance with the terms of the Agreement or, in the case of a Mortgage refinancing, the advance of funds under the Mortgage;
- d) “Declaration as to Possession” means a statutory declaration respecting matters of title to and use and occupation of the Land, and including the declarations prescribed under Schedule V of this Protocol;
- e) “Discharge” means a discharge of Registration in the form prescribed by *The Real Property Act*, R.S.M. 1988, c. R30;
- f) “Duplicate Title” means a duplicate certificate of title to the Land issued by the Land Titles Office pursuant to Section 52 of *The Real Property Act*, R.S.M. 1988, c. R30;
- g) “Institutional Lender” means any bank, insurance company, trust and loan company, credit union, caisse populaire, or other institution which is regulated pursuant to federal or provincial legislation governing financial institutions;
- h) “Land” means all of the land and premises agreed to be sold by the Vendor to the Purchaser pursuant to the Agreement or, in the case of a Mortgage refinancing, all of the land and premises agreed to be mortgaged by the Mortgagor to the Mortgagee pursuant to the Mortgage Commitment;
- i) “Land Titles Office” means the Land Titles Office for the Manitoba district in which the Land is situate;
- j) “Lawyer” means a member of The Law Society of Manitoba or another lawyer who is entitled to practise in Manitoba;
- k) “Mortgage” means a mortgage in the form prescribed by *The Real Property Act*, R.S.M. 1988, c. R30 that is or is intended to be registered in the Land Titles Office as a charge on the Land;
- (l) “Mortgage Commitment” means the agreement under which the Mortgagee has agreed to loan funds to the Mortgagor on security of a Mortgage;

- m) “Mortgagee” means the owner of a Mortgage and, if more than one, includes each of such persons;;
- n) “Mortgagor” means the grantor of a Mortgage in favour of the Mortgagee and, if more than one, includes each of such persons;
- o) “Municipality” means the local government of the city, town or other municipal designation of the community in which the Land is situate;
- p) “Non-Permitted Registration” means a Registration on Title to the Land which, by the terms of the Agreement, the Vendor is obligated to discharge from Title or, in the case of a Mortgage refinancing, a Registration on Title to the Land which the Mortgagor is required to discharge by the terms of the Mortgage Commitment;
- q) “Order to Pay” means an irrevocable written authorization and direction to the Lawyer, detailing the manner in which funds are to be disbursed;
- r) “Permitted Registration” means a Registration on Title to the Land which, by the terms of the Agreement, the Purchaser has agreed to accept or assume or, in the case of a Mortgage refinancing, a Registration on Title to the Land which the Mortgagee agrees to accept in priority to its Mortgage;
- s) “Purchaser” means the person who has agreed to purchase the Land from the Vendor pursuant to the Agreement and, if more than one, includes each of such persons;
- t) “Registration” means any Instrument relating to a dealing with the Land or creating a mortgage, encumbrance or lien thereon, or evidencing title thereto, as registered in the Land Titles Office;
- u) “Registration Details Application” means the prescribed form of application to be submitted with documents which are to be registered in the Land Titles Office;
- v) “Solicitor’s Opinion” means the opinion on the Mortgage in the form attached as Schedule I to this Protocol, to be issued by the Lawyer prior to the advance of Mortgage proceeds;
- w) “Spouse or Common-Law Partner” means a spouse or common-law partner having homestead rights in the Land under *The Homesteads Act*, S.M. 1992, c. 46, C.C.S.M. c. H80;
- x) “Statement of Adjustments” means a statement of the adjustments to and the manner of payment of the purchase price, as prescribed by the Agreement;
- y) “Survey Defect” means any encroachment over a boundary or into a required yard or any other circumstance relating to the location of structures or improvements on the Land or

adjoining properties, which may have an adverse effect on the marketability, use or enjoyment of the Land or the Mortgagee's interest in the Land;

- z) "Title" means title to the Land, as registered in the Land Titles Office;
- aa) "Transfer" means a transfer of the Land in the form prescribed by *The Real Property Act*, R.S.M. 1988, c. R30;
- bb) "Vendor" means the person who has agreed to sell the Land to the Purchaser pursuant to the Agreement and, if more than one, includes each of such persons;
- cc) "Zoning Memorandum" means a zoning memorandum issued by the Municipality in relation to the Land; and
- dd) Any capitalized term not otherwise defined herein shall have the meaning ascribed to it under *The Real Property Act*, R.S.M. 1988, c. R30.