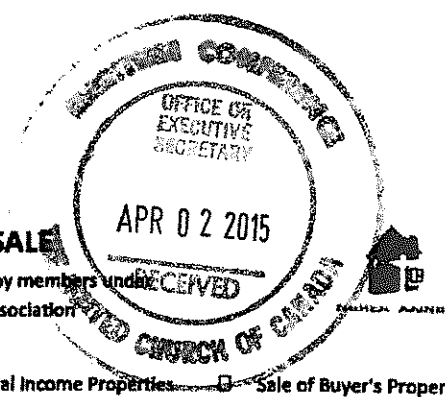




AGREEMENT OF PURCHASE AND SALE

Approved by The New Brunswick Real Estate Association for use by members under
An Act to Incorporate The New Brunswick Real Estate Association



The attached schedule, if applicable, forms part of this contract:

- Vacant Land
- Mini/Mobile Home
- Condominium
- Multi-Use Residential Income Properties
- Sale of Buyer's Property

The Buyer Raymond La France

offers to buy from the Seller St. Miles Church through

Century 21 River-Valley Realty and Century 21 River-Valley Realty
Seller's Agent (Company) Buyer's Agent (Company)

the Property designated as civic address: 3540 Westfield Road, South John

having PID(s): 295337, 55221840 & 55221832 PAN #: 1509374 (the "Property")

at a purchase price of Sixty Thousand ~~XX~~ Dollars
(\$ 60,000.00) on the following terms and conditions.

1. HST

The parties agree that if this transaction is subject to HST, any such HST applicable to the transaction IS or IS NOT included in the purchase price.

JLB Seller's Initials RRY Buyer's Initials

2. DEPOSIT

(a) Deposit(s) will be payable to the Listing Agent, to be held in trust, pending completion or other termination of this Agreement. The deposit(s) shall be credited towards the purchase price on completion, and the Buyer shall pay the balance of the purchase price on closing or as otherwise stated in this Agreement.

(b) The Buyer submits with this offer 0 Dollars
(\$) CASH / CHEQUE / OTHER: _____

(c) The Buyer agrees to increase deposit to \$ 3,000.00 or _____ % of the purchase price CASH / CHEQUE / OTHER: _____
on or before the 23 day of April, 2015.

3. FINANCING

This Agreement is subject to the Buyer delivering to the Seller or Seller's Agent written proof of financing in the amount of approximately \$ _____ (or 75 % of purchase price) on or before the 22 day of April, 2015 falling which this Agreement becomes null and void.

4. CLOSING DATE

This Agreement shall be completed on or before the 1st day of May, 2015 (hereinafter called the "Closing Date"). Upon completion, vacant possession of the Property shall be given to the Buyer, unless otherwise specified. The Seller shall ensure that the Property is available for the pre-closing inspection by 5 A.M. (P.M.) on or before the 30th day of April, 2015.

5. INSPECTION

The Buyer DOES or DOES NOT require an inspection of the Property. The Buyer is urged to carefully inspect the Property and may, if desired, have the Property inspected at the Buyer's expense. If the results of the inspection are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or the Seller's Agent on or before the 22 day of April, 2015, upon which this Agreement becomes null and void.

Acknowledgement of completion of Page 1 - Seller's Initials JLB Buyer's Initials RRY

Property designated as civic address: 3540 Westfield Road, Saint John

6. INSURANCE

This offer IS or IS NOT conditional on the Buyer obtaining insurance for the Property satisfactory to the Buyer, effective on the closing date. The Buyer must deliver written notice, to the Seller or Seller's Agent no later than 5:00 A.M. / P.M. on the 22nd day of April, 2015, that this condition is fulfilled, or this Agreement becomes null and void. The Seller agrees to co-operate in providing access to the Property as required for the fulfillment of this condition.

7. WATER TEST

The Buyer, at the Buyer's expense, DOES or DOES NOT require the water supply to be tested for:

potability (E.coli / Coliform) any additional criteria (chemical / mineral): _____

If the results of such testing fail to meet the Guidelines for Canadian Drinking Water Quality or any additional criteria as specified, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent on or before the 22 day of April, 2015 upon which this Agreement becomes null and void.

8. ENVIRONMENT

The Buyer DOES or DOES NOT require an environmental assessment at the Buyer's expense. The Seller acknowledges that the Listing Agent has advised the Seller to disclose any known or suspected environmental concerns with respect to the Property. If the results of the assessment are not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ upon which this Agreement becomes null and void.

9. RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

The Seller WILL or WILL NOT provide a current Residential Property Disclosure Statement to the Buyer on or before the _____ day of _____, 20____. If the information contained in the Residential Property Disclosure Statement is not satisfactory to the Buyer, the Buyer may terminate this Agreement by delivering written notice to the Seller or Seller's Agent by the _____ day of _____, 20____ upon which this Agreement becomes null and void.

10. ADDITIONAL TERMS AND CONDITIONS

This Agreement is further subject to the following terms and conditions:

- ① Septic to be cleaned by vendors prior to close at vendor's expense.
- ② Acceptance is subject to approval by the Maritime Conference of the United Church of Canada by April 18, 2015 or before.
- ③ Vendors to have oil tank emptied at their expense and to have ownership of the oil.

J.B. J.W. Seller's Initials RRY Buyer's Initials

11. ADJUSTMENTS

Property taxes, rentals, leases, municipal charges, fuel/heating items on the premises and assessments are to be adjusted to the Closing Date. The cost of municipal improvements, betterment charges, and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the Closing Date unless otherwise stated.

Acknowledgement of completion of Page 2 - Seller's Initials J.B. J.W. Buyer's Initials RRY

Property designated as civic address: 3540 Westfield Road, Saint Louis

12. RISK

The Property being purchased shall be and remain at the risk of the Seller, pending completion of the sale. The Seller shall hold all insurance policies and the proceeds thereof, in trust for the parties as their interests may appear. In the event of damage, the Buyer may, at the Buyer's option, agree to complete the purchase with the proceeds of the Seller's unit policy. Alternatively, the Buyer may, at the Buyer's option, declare this Agreement null and void.

13. FIXTURES / CHATTELS / LEASED EQUIPMENT

(a) All existing fixtures on the property, which may include but are not limited to: flooring and floor coverings, drapery tracks, ceiling fans and light fixtures, built-in appliances, bathroom mirror(s), heating-ventilating-air conditioning equipment, garage door opener(s), central vacuum, and all applicable accessories/remote(s) and all other items secured by means of nails, screws, plumbing, wiring, ducting and related accessories are to be included in the purchase price except items which are leased or rented including those specifically listed herein in this Agreement, with the following exceptions:

Red carpet in main church to remain with property.

(b) The following chattels owned by the Seller and presently located at the Property shall remain with the Property, to be included in the purchase price, and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

Any appliances to remain. "No is where it"

(c) The Seller agrees to inform the Buyer of any leased equipment. In the case of leased equipment, the Buyer may be required to purchase the product from the lessor or assume the existing lease. Current leased equipment is (include lessor name below):

- Hot Water Tank: _____ Furnace / Heating System: _____
- Propane Tank: _____ Security System: _____
- Other: _____

14. SURVEY

The cost of a New Brunswick Land Surveyor's Real Property Report shall be the responsibility of the Buyer. Notwithstanding the foregoing, the Seller is to supply to the Buyer or Buyer's Agent any New Brunswick Land Surveyor's Real Property Report / Subdivision Plan / Survey Plan that may be in the Seller's possession, without warranty.

15. TITLE SEARCH

The Buyer may examine the title of the Property at the Buyer's expense and any valid objection to title which the Buyer wishes to make shall be made in writing to the Seller on or before the day of closing. In the event a valid objection to title is made that the Seller is unable or unwilling to remove prior to closing, and which the Buyer does not waive, this Agreement becomes null and void.

16. CONVEYANCE

The conveyance of the Property shall be by Transfer, Deed, or Bill of Sale drawn at the expense of the Seller, to be delivered on payment of the purchase price on the Closing Date. The Property is to be conveyed free from encumbrances, except utility easements that do not materially affect the enjoyment of the Property, registered restrictions, or covenants that affect the Property.

Acknowledgement of completion of Page 3 - Seller's Initials JLB Buyer's Initials RRY

Property designated as civic address: 7540 Westfield Road, Saint John

17. ADDITIONAL DOCUMENTS

The attached additional documents, if applicable, form part of this contract:

- Covenants
- Builder's Specifications
- Municipal Drainage Plans
- Floor Plans
- House Plans
- Other: _____
- Other: _____
- Other: _____

18. GENERAL

- (a) Any tender of documents to be delivered or money payable may be made by the Seller, Seller's Agent or Lawyer or the Buyer, Buyer's Agent or Lawyer or any other party acting on their behalf. Money paid, subsequent to the deposit, shall be by Solicitor's trust cheque, certified cheque, or the equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- (b) The Buyer shall have the right, upon providing the Seller with reasonable notice, to conduct a pre-closing inspection of the Property to ensure that the Property is in the same state of repair and condition as viewed on the date of this Agreement. If the Property is not in the same state of repair and condition and the Seller is unable or unwilling to make the necessary repairs, then this Agreement may become null and void at the buyer's discretion.
- (c) All warranties and representations contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- (d) In all aspects of this Agreement, time shall be of the essence. In the event of a written agreement of extension, time shall continue to be of the essence. This Agreement shall be to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- (e) This Agreement is to be read with all changes of gender or number as the context requires. This Agreement shall constitute the entire Agreement between the parties and shall be governed by the laws of the Province of New Brunswick.
- (f) The Seller and the Buyer agree to be bound by offers and counter offers and related documentation and/or communication that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.
- (g) The Buyer and Seller have the right to seek legal counsel with respect to this Agreement.
- (h) If the Buyer defaults in the completion of the sale under the terms of this Agreement, any money paid hereunder shall be forfeited to the Seller without interest or penalty by way of liquidated damages, or the Seller may, at the Seller's option, compel the Buyer to complete the sale.
- (i) If this Agreement becomes null and void under the terms of this Agreement, all deposits paid shall be returned to the Buyer in full. By signing this Agreement, the Buyer and Seller consent and irrevocably instruct the Seller's Agent to release all deposits to the Buyer without interest or penalty.
- (j) In the event that 18(i) is applicable, the Buyer and Seller both agree to release and forever discharge each other, the Seller's Agent and the Buyer's Agent from any claims that either party has or may have arising from the deposit.
- (k) Once received and accepted, all Schedules and additional documents attached shall form part of this Agreement of Purchase and Sale and shall be deemed acceptable to the Buyer and Seller.
- (l) The Seller warrants that the Property IS or IS NOT registered under the Farm Land Identification Program (FLIP).

19. AGENCY RELATIONSHIP

The Seller and the Buyer acknowledge having received, read and understood the "WORKING WITH A REALTOR" form, as published by The New Brunswick Real Estate Association and acknowledge and confirm as follows:

(a) The Seller DOES or DOES NOT have an Agency relationship with:

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR® (please print)

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR® (please print)

Acknowledgement of completion of Page 4 - Seller's Initials [Signature] Buyer's Initials [Signature]

Property designated as clwlc address: 3540 Westfield Road, Saint John

(b) The Buyer DOES or DOES NOT have an Agency relationship with:

_____ as represented by _____
NAME OF AGENT (company) NAME OF REALTOR* (please print)

(c) The Buyer and the Seller acknowledge that by signing this Agreement they have consented to a Dual Agency relationship with:

Century 21 River Valley Realty as represented by LINDA DONOVAN / Donke Blau
NAME OF AGENT (company) NAME OF REALTOR* (please print)

and GEORGE CARROLL
NAME OF REALTOR* (please print)

20. TIME FOR ACCEPTANCE

This offer shall be open for acceptance until 5 A.M. / P.M. the 2 day of April, 2015.
Notification of the acceptance of this offer shall be communicated by the Seller's Agent to the Buyer's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at Saint John, this 31ST day of March, 2015.

Signed and delivered in the presence of

WITNESS

BUYER

Ray Ly Fran

WITNESS

BUYER

21. ACCEPTANCE

I hereby confirm this offer was presented and accepted at 1:00 A.M. / P.M. the 1 day of April, 2015.

Signed and delivered in the presence of

WITNESS

SELLER

Linda Donovan x Joanne Buckley
Linda Donovan x Joanne Buckley

WITNESS

SELLER

22. REJECTION

I hereby confirm this offer was presented and rejected at _____ A.M. / P.M. the _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

SELLER

WITNESS

SELLER

Acknowledgement of completion of Page 5 - Seller's Initials

Buyer's Initials

[Signature] [Signature]

Property designated as civic address: 3540 Westfield Road, Saint John

23. COUNTER OFFER

(a) I confirm having read and understood this Agreement and have **MODIFIED THE PRICE TO** _____ or **ACCEPTED THE PRICE OF:** _____ Dollars (\$ _____)

along with the following amendments:

This counter offer shall be open for acceptance until _____ A.M. / P.M. on the _____ day of _____, 20____.
Notification of the acceptance of this counter offer shall be communicated by the Buyer's Agent to the Seller's Agent prior to the designated time and date or this Agreement becomes null and void.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

WITNESS

SELLER

SELLER

(b) The Buyer hereby agrees to the above price of \$ _____ and all other amendments contained in this counter offer.

Dated at _____, this _____ day of _____, 20____.

Signed and delivered in the presence of

WITNESS

WITNESS

BUYER

BUYER

Seller's Solicitor: _____ Phone: _____ Fax: _____
Buyer's Solicitor: _____ Phone: _____ Fax: _____

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Acknowledgement of completion of Page 6 - Seller's Initials [Signature] Buyer's Initials [Signature]



WORKING WITH A REALTOR®



Approved by The New Brunswick Real Estate Association for use by members under
An Act to Incorporate The New Brunswick Real Estate Association

AN EXPLANATION OF THE RELATIONSHIP BETWEEN YOU AND YOUR REALTOR®

REALTOR®, **REALTORS®**, and the **REALTOR®** logo are trademarks controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of The New Brunswick Real Estate Association (NBREA) and CREA. As all licensed real estate professionals in New Brunswick are members of NBREA, they are referred to throughout as "REALTORS®".

In achieving superior service, REALTORS® abide by The REALTOR® Code, a strict Code of Ethics which serves to protect the buying and selling public alike. One of the ethical obligations embodied in the Code requires that REALTORS® disclose who they are representing in a real estate transaction.

Agent means a person or company who, for another, either alone or through one or more licensed real estate professionals, trades in real estate. The individual REALTOR® represents the Agent throughout the transaction, therefore the term REALTOR® is used throughout to refer to both "Agent" and "REALTOR®".

Client is an individual(s) who has engaged an Agent to act on his or her behalf to buy or sell real estate (an "agency relationship"). The REALTOR® (representing the Agent) owes the Client the duties of utmost care, competence, accountability, loyalty, obedience, integrity, and confidentiality.

Customer is an individual(s) who has not formally engaged an Agent to act on his or her behalf to buy or sell real estate. A Customer, on the other hand, may receive information and assistance from the REALTOR®, but is not represented by that REALTOR® or the Agent.

Regardless of who the REALTOR® represents, however, the REALTOR® is obliged to treat all parties to a transaction honestly and fairly.

ARTICLE 2 of The REALTOR® Code

A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement from, his or her Clients and those Customers who are not represented by other registrants regarding the role and the nature of the service the REALTOR® will be providing. This disclosure shall be made at the earliest possible opportunity and in any event prior to the REALTOR® providing professional services which go beyond providing information as a result of incidental contact by a consumer.

For more information on topics such as the REALTOR® Code, visit www.nbre.ca or www.crea.ca.

SELLER'S REPRESENTATION An agency agreement to list a property for sale exists between an Agent and a Seller. When a REALTOR®, on behalf of the Agent, represents the Seller, he or she is the SELLER'S AGENT and accordingly must do what is best for the Seller of the property. The SELLER'S AGENT is normally called the LISTING AGENT because the seller and the SELLER'S AGENT have formed a written contract called a listing agreement.

BUYER'S REPRESENTATION When a REALTOR®, on behalf of the Agent, represents the Buyer, he or she is the BUYER'S AGENT and his or her primary obligations are to the Buyer. Ideally, this relationship should be confirmed in a written agreement that specifies the Buyer's obligations, explains the services that the REALTOR® will provide and specifies how much will be paid for these services and who will be paying.

DUAL REPRESENTATION When both the Buyer and Seller are represented by the same REALTOR® or by different REALTORS® licenced with the same Agent, this creates a type of dual representation situation where the REALTOR's duty of confidentiality and loyalty to both the Buyer and Seller come into conflict. This places limitations upon the type of representation that can be provided. This is referred to as DUAL AGENCY. If you find yourself involved in a DUAL AGENCY relationship, before making or receiving an offer, both you and the other party will be asked to consent in writing to this new DUAL AGENCY relationship.

ACKNOWLEDGEMENT

This form does not create an Agency relationship. Its purpose is to ensure that all parties understand and acknowledge the types of representation that may occur.

I have read and understood this form and acknowledge that:

George Smith of *Century 21 RVR*
 NAME OF REALTOR NAME OF AGENT (company)

NAME OF REALTOR of NAME OF AGENT (company)

has explained the Working with a REALTOR® form.

ST. EILES CHURCH *[Signature]* *Mar 29/15*
 SELLER (please print) SELLER (signature) DATE

[Signature] *Mar 29/15*
 SELLER (please print) SELLER (signature) DATE

RAYMOND LA FRANCE *[Signature]*
 BUYER (please print) BUYER (signature) DATE

BUYER (please print) BUYER (signature) DATE

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DUAL AGENCY AGREEMENT

Approved by The New Brunswick Real Estate Association for use by members under
An Act to Incorporate The New Brunswick Real Estate Association



Between Century 21 River-Valley Realty
NAME OF AGENT (company)

Represented by Linda Donovan and George Carroll
NAME OF REALTOR* NAME OF REALTOR*

Representing St. Nilo Church and _____
SELLER BUYER

_____ and _____
SELLER BUYER

Property: 3540 Woodfield Road, Saint John, N.B.

In order to facilitate the purchase and sale of the Property, the Buyer, Seller and Agent agree as follows:

1. The Seller and the Buyer and the Seller acknowledge and agree that it is not a breach of duty for the Agent (company) to represent both the Buyer and the Seller, as Dual Agent, with respect to the purchase and sale of the Property.
2. Any previous Agreements between the Agent (company) and the Buyer or the Seller shall continue, except as modified by this Agreement. In the event of conflict, the provisions of this Agreement shall apply.
3. The Buyer and the Seller acknowledge and agree that:
 - a) the Agent (company) will deal with the Buyer and the Seller impartially;
 - b) the Agent (company) will have a duty of disclosure to both the Buyer and the Seller except that:
 - i. the Agent (company) will not disclose that the Buyer is willing to pay a price or agree to terms other than those contained in the Agreement of Purchase and Sale, or that the Seller is willing to accept a price or terms other than those contained in the Listing Agreement;
 - ii. the Agent (company) will not disclose the motivation of the Buyer or the Seller unless authorized, in writing, by the Buyer or the Seller;
 - iii. the Agent (company) will not disclose personal information about either the Buyer or the Seller unless authorized in writing;
 - c) without limiting 3(b), the Agent (company) will disclose to the Buyer defects about the condition of the Property known to the Agent.

4. By signing this contract, I acknowledge having read and understood the **WORKING WITH A REALTOR*** form as published by The New Brunswick Real Estate Association.

Dated at Saint John, N.B. this 29 day of March, 2015.

Signed and delivered in the presence of

Linda Donovan
WITNESS

[Signature]
x
SELLER

Linda Donovan
WITNESS

[Signature]
x
SELLER

Dated at Saint John this 27th day of March, 2015.

Signed and delivered in the presence of

[Signature]
WITNESS

[Signature]
+
BUYER

WITNESS

BUYER

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Acknowledgement of completion of Page 1 - Seller's Initials _____ / _____ Buyer's Initials _____ / _____

Installed June 1995

