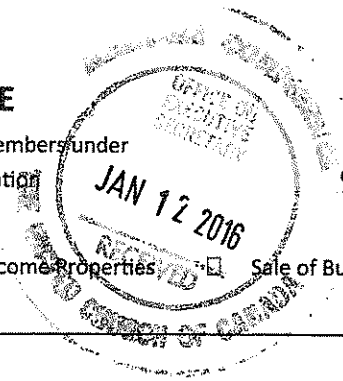




AGREEMENT OF PURCHASE AND SALE

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 Chris McDonald & Carol McDonald

offers to buy from the Seller United Church of Canada through

Royal LePage Atlantic and Royal LePage Atlantic

Seller's Agent (Company)

Buyer's Agent (Company)

the Property designated as civic address: 55 Rte 955 Cape Tormentine

having PID(s): 00846691 PAN #: _____ (the "Property")

at a purchase price of thirty two thousand five hundred Dollars

(\$ 32,500.00) on the following terms and conditions.

1. HST

Text

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.

Seller's Initials		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 five hundred within 7 days of an accepted offer Dollars (\$ 500.00) CASH / CHEQUE / OTHER: _____

(c) The Buyer agrees to increase deposit to \$ _____ or _____ % of the purchase price CASH / CHEQUE / OTHER: _____ on or before the _____ day of _____, 20____.

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 _____ % of purchase price) on or before the _____ day of _____, 20____, failing which this Agreement becomes null and void.

4. CLOSING DATE

This Agreement shall be completed on or before the 1 day of March, 2016 (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 9am A.M. / P.M. on or before the 1 day of March, 2016.

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 _____ day of _____, 20____, upon which this Agreement becomes null and void.

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

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 _____ A.M./P.M. on the _____ day of _____, 20____, 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 _____ day of _____, 20____ 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:

To contain all light fixtures, fixtures (shelves etc.) Appliances, first 3 rows of pews, tables and chairs from kitchen area, tables and chairs from pulpit area. All items as shown in pictures on the MLS listing can stay, any items to be removed to be discussed before final papers are submitted. We are aware that the stained glass plaque at front of church is to be removed. To supply legal deed to the property which includes lot size.

Purchaser shall have 5 days to satisfy themselves that this property can be converted to a residential dwelling. (Jan. 15, 2016)

		<i>[Signature]</i>	<i>[Signature]</i>
Seller's Initials		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 _____ / _____ Buyer's Initials *x [Signature]* / *x [Signature]*

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:

(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:

Appliances to stay

(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 _____ / _____ Buyer's Initials MS / BR

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: _____

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 _____ / _____ Buyer's Initials CM / EM

Property designated as civic address: 55 Rte 955 Cape Tormentine

(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:

Royal LePage Atlantic as represented by Jennifer Jones
NAME OF AGENT (company) NAME OF REALTOR® (please print)

and Jennifer Jones
NAME OF REALTOR® (please print)

20. TIME FOR ACCEPTANCE

This offer shall be open for acceptance until NOON AM / PM on the 14 day of January, 2016.
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 Ottawa, this 11 day of January, 2016.

Signed and delivered in the presence of

Paul Taylor
WITNESS
Paul Taylor
WITNESS

X James McDonald
BUYER
X James McDonald
BUYER

21. ACCEPTANCE

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

Signed and delivered in the presence of

WITNESS

WITNESS

SELLER

SELLER

22. REJECTION

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

Signed and delivered in the presence of

WITNESS

WITNESS

SELLER

SELLER

Acknowledgement of completion of Page 5 - Seller's Initials _____ / _____ Buyer's Initials James McDonald / James McDonald