THIS AGREEMENT OF PURCHASE AND SALE dated November 6, 2020.

BETWEEN:

VILLAGE VIEW NO. 3 LIMITED PARTNERSHIP, a limited partnership registered under the laws of the Province of New Brunswick (the "**Partnership**"), as represented by its general partner, **BRITTAIN SEALE HOLDINGS INC.**, a corporation incorporated under the laws of the Province of New Brunswick (in such capacity, the " **General Partner** ")

– AND –

BRITTAIN SEALE HOLDINGS INC., a corporation incorporated under the laws of the Province of New Brunswick (the "**Company**")

– AND –

STEPHEN J. BRITTAIN, an individual residing in Rothesay, New Brunswick ("**Stephen**");

– AND –

LEE SEALE, an individual residing in Saint John, New Brunswick ("**Lee**", and collectively with Stephen, the "**Share Vendors**");

– AND –

621946 N.B. INC., a corporation incorporated under the laws of the Province of New Brunswick (the "**Unit Vendor**")

(the Share Vendors and the Unit Vendor, collectively the "**Vendors**")

– AND –

VIVERE COMMUNITIES INC., a corporation incorporated under the laws of Canada (the "**Purchaser**")

WHEREAS:

A. The Share Vendors are the owners of one hundred percent (100%) of the issued and outstanding shares of the Company, being, 50 common shares owned by Stephen, and 50 common shares owned by Lee (collectively, the "**Purchased Shares**");

B. The Unit Vendor is the owner of one hundred percent (100%) of the limited partnership units of the Partnership, being 752 limited units (the "**Purchased Units**" and together with the Purchased Shares, the "**Purchased Interest**");

C. The sole asset of the Partnership is certain lands and premises situate, lying and being at 51 Noel Avenue, Saint John, Province of New Brunswick, as more particularly described herein;

D. The Vendors agree to sell to the Purchaser, and the Purchaser agrees to purchase from the Vendors, the Purchased Interest upon the terms herein (the "**Contemplated Transactions**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements, warranties and payments hereinafter set forth and provided for, the parties covenant and agree as follows:

ARTICLE 1 - INTEREPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following words and terms shall have the meanings set out below:

(a) "**Agreement**" means this Agreement of Purchase and Sale and any instrument amending this Agreement; "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to a particular article or section; and the expression "Article" or "Section" followed by a number means and refers to the specified article or section of this Agreement;

(b) "**Building**" means the building known as 51 Noel Avenue on the Lands as hereinafter defined, together with all additional structures, fixtures and other improvements situated on, in or under the Lands;

(c) "**Business Day**" means a day other than a Saturday or Sunday on which chartered banks in Saint John, New Brunswick, are normally open for the transaction of business;

(d) "**Chattels**" means the equipment and chattels owned by the Partnership and used exclusively in the ownership of the Property and all other equipment used in the management and operation of the Building (such as equipment used for cleaning, snow removal, security, repairs and maintenance) and any other equipment belonging to the Partnership and used for the Building; all of which are listed on Schedule "A" attached hereto;

(e) "**Closing**" has the meaning set out in Section 3.4;

(f) "**Closing Date**" has the meaning set out in Section 3.4;

(g) "**Closing Documents**" means documents to be delivered by the Vendors to the Purchaser or to the Purchaser's Solicitor pursuant to Section 6.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendors or to the Vendors' Solicitor pursuant to Section 6.2;

(h) "**Company**" means Brittain Seale Holdings Inc.;

(i) "**Contemplated Transactions**" has the meaning set out in the Recitals;

(j) "**Contracts**" means the Warranties and all existing contracts and agreements (other than Leases) entered into by the Partnership or the Company, or any previous owner of the Property (or any person acting on behalf of any of them) including those entered into by the Partnership or the Company (or any person acting on behalf of either of them) in the normal course of business, including those entered into after the Date of this Agreement and prior to the Closing and approved in writing by the Purchaser to the extent the same are assignable, in each case with third parties in respect of the ownership, development, management, maintenance, repair, operation, cleaning, security, fire protection, insurance, servicing and any other aspect of the Property, all of which are listed in Schedule "B" hereto;

(k) **"Date of this Agreement"** as used herein means the date that is established by the mutual agreement of the Purchaser's Solicitor and the Vendors' Solicitor for insertion on the first page of this Agreement;

(l) **"Deposit"** has the meaning ascribed thereto in Section 3.1;

(m) **"Disclosure"** has the meaning attributed in Section 2.2 hereof;

(n) **"Disclosure Date"** means the date on which the last Disclosure is made;

(o) **"Due Diligence Date"** means thirty (30) days from the Disclosure Date, and the **"Due Diligence Period"** means that period of time which expires on the Due Diligence Date;

(p) **"Encumbrance"** or **"Encumbrances"** means any pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, easement, right-of-way, restrictive covenant, encroachment, option or adverse claim of any kind or character whatsoever;

(q) **"General Partner"** means Brittain Seale Holdings Inc. in its capacity as general partner of the Partnership;

(r) **"Lands"** means the property known as 51 Noel Avenue in Saint John, New Brunswick, identified by PIDs 00370320 and 55233035;

(s) **"Leases"** means all leases, agreements to lease, offers to lease, subleases, licenses, tenancies and other rights of occupancy of any nature or type regarding the Property (save and except rights relating to easements) or any part thereof and, where the context requires, shall include any new leases or agreements of occupancy entered into by the Partnership to the Closing Date;

(t) **"Lee"** means Lee Seale;

(u) **"Partnership"** means Village View No. 3 Limited Partnership;

(v) **"Partnership Agreement"** means the partnership agreement related to the Partnership;

(w) **"Property"** means the Lands, and all chattels, fixtures, equipment and fittings used in connection with or attached to the Building located thereon, and the benefit of all Leases;

(x) **"Property Manager"** means the Partnership's current property manager, if any;

(y) **"Purchase Price"** has the meaning ascribed thereto in Section 3.1;

(z) **"Purchased Interest"** has the meaning set out in the Recitals;

(aa) **"Purchased Shares"** has the meaning set out in the Recitals;

(bb) **"Purchased Units"** has the meaning set out in the Recitals;

(cc) **"Purchaser"** means ViveRE Communities Inc.;

(dd) **"Purchaser's Solicitor"** means Sean Glover, of Cox & Palmer, 1100-1959 Upper Water Street, Halifax, Nova Scotia B3J 3N2;

(ee) "**Share Vendors**" means Lee and Stephen;

(ff) "**Stephen**" means Stephen J. Brittain;

(gg) "**Vendors' Solicitor**" means William H. Teed, Q.C., of Cox & Palmer, 1500-1 Germain Street, Saint John, New Brunswick E2L 4V1, or such other law firm as the Vendors may designate from time to time by notice in writing to the Purchaser;

(hh) "**Tenants**" means all Tenants of the Building, and their permitted successors and assigns as provided for in their respective Leases, and "**Tenant**" means any one of them;

(ii) "**Time of Closing**" has the meaning set out in Section 3.4;

(jj) "**TSXV**" means the TSX Venture Exchange Inc.;

(kk) "**TSXV Approval**" means the approval by the TSXV for the issuance of the common shares in the capital of the Purchaser to be issued to the Vendors as the share consideration as contemplated in this Agreement and, if necessary, the other Contemplated Transactions;

(ll) "**Unit Vendor**" means 621946 N.B. Inc.;

(mm) "**Vendors**" means the Share Vendors and the Unit Vendor;

(nn) "**Warranties**" means the existing third party, non-Vendors warranties and guarantees and those that come into existence prior to the Closing Date relating to the Building including those being completed after the date hereof and before the Closing Date, if any, remaining in existence for the construction, repair and/or replacement of the roof, maintenance and repair of the Land, Building, and Chattels; and

(oo) "**Warranties and Representations**" means the Vendors' Warranties and Representations as set out in Section 7.1, and the Purchaser's Warranties and Representations as set out in Section 7.2 of this Agreement.

1.2 Knowledge

Any reference in this Agreement to the "**Knowledge of the Vendors**" or any similar qualification relating to the Vendors' knowledge means the actual knowledge of any of Stephen or Lee. Any reference in this Agreement to the "**Knowledge of the Purchaser**" or any similar qualification relating to the Purchaser's knowledge means the actual knowledge of Mike Anaka.

1.3 Schedules

The schedules to this Agreement as listed below are an integral part of this Agreement, namely:

<u>Schedule</u>	<u>Description</u>
Schedule "A"	List of Chattels
Schedule "B"	List of Contracts

ARTICLE 2 - DUE DILIGENCE

2.1 Authorization

The Partnership and the Vendors agree that forthwith upon request by the Purchaser's Solicitor they shall provide any and all reasonably necessary written permissions and consents so as to allow the Purchaser to carry out its due diligence with respect to the Property, including the acquisition of information as to its operation and financial information from the Property Manager and the Company.

2.2 Documentation for Inspection

The Partnership and Vendors shall deliver to the Purchaser's Solicitor by way of an internet link or by an otherwise acceptable electronic means from its current management records within ten (10) Business Days from the date of execution of this Agreement, the following:

(a) copies of any current Contracts ;

(b) copies of all realty tax bills for the Lands for the last full calendar year;

(c) any plans and specifications relating to the Property including survey plans, working drawings, detail drawings and shop drawings relating to the original or any subsequent or proposed construction and improvement of the Property, "as-built" drawings, and plans for leasehold or tenants' improvements;

(d) copies of all Leases and any correspondence between lessor and lessee during the previous twelve months to the date of the contract concerning their tenancy in the Property;

(e) copies of all reports and correspondence relating to the condition of the Property or compliance of the Property with applicable laws including those pertaining to soil conditions, elevators, environmental matters, fire safety or the state of repair of any building on the Property or any equipment therein (building condition assessment reports, roof reports, environmental reports etc.);

(f) copies of all licenses, permits, certificates and other approvals relating to the Property, including, without limiting the generality of the foregoing, those pertaining to fire safety and elevating devices (if applicable);

(g) an up-to-date rent roll showing the full names of all Tenants, their unit numbers, their rents, their prepaid rental deposits including date received, (which have been deposited with a Residential Tenancies Officer in accordance with the provisions of the *Residential Tenancies Act* (New Brunswick)) particulars of any defaults and any amounts owing, and the term of each lease and, with respect to commercial Tenants, if any, particulars of any leasehold inducements to which the Tenant is entitled;

(h) a current list of any arrears;

(i) a list of all employees and staff, if any, showing salaries, length of service, job descriptions and vacation entitlement;

(j) any and all consents and authorizations for the release of information on file with municipal, provincial or federal authorities including, without limiting the generality thereof, health, building and fire, labor standards, and WorkSafeNB, which will enable the Purchaser to conduct such inquiries with regard to the Property, the Chattels, and personnel (if any) employed in connection with the operation of the Property, as the Purchaser may deem necessary;

(k) details of any tenant inducements and/or landlord's work which have not yet been fully satisfied by the landlord;

(l) copies of all issued building occupancy permits relevant to the Property;

(m) details of any financial inducements to Tenants under existing Leases, whether the Leases have commenced or not, which are recoverable by the Partnership from the Tenants as part of the rental payments;

(n) financial statements for the previous two (2) years, as prepared by a recognized and certified accounting firm satisfactory to the Purchaser, acting reasonably and internally prepared interim financial statements for the current year;

(o) building operating expense statements for the three (3) most recent fiscal years of the Partnership;

(p) a list of the most recent capital expenditures for the Property, if any, for the twelve (12) month period commencing on October 1, 2019;

(q) copies of any loan and security agreements relating to the existing indebtedness and the existing mortgage, which is registered against the Property and referred to in Section 3.2(c);

(r) any capital and operating budget for the 2020 fiscal year;

(s) any corporate or partnership records relating to the Company or the Partnership; and

(t) any other documents, or information related to the Property, the Building, the Company or the Partnership, as may reasonably be requested by the Purchaser.

In addition, during the Due Diligence Period, the Partnership and Vendors shall provide such other documents as may be reasonably requested of the Partnership and Vendors by the Purchaser in order to assist it to follow up on the above due diligence review, details of which may be elaborated upon in this Agreement (all such documents, together with the disclosures set out in Sections 2.2(a) through (s) above, being the "**Disclosure**").

All of the deliveries as listed herein shall be held by the Purchaser in escrow and may be photocopied by the Purchaser, provided however that all such materials and copies made shall be treated as confidential under the terms of this Agreement and shall be returned to the Partnership if the Contemplated Transactions are not completed.

2.3 Access to Property

After the Date of this Agreement to the Due Diligence Date, the Purchaser and its agents and employees shall have free access to the Property at any reasonable time and from time to time at the Purchaser's sole risk and expense for the purpose of making any non-governmental inspections that the Purchaser may reasonably require including, without limitation, physical and structural inspections, tests and environmental audits. Such inspections shall be done so as not to interfere with the operation of the Property. The Partnership shall deliver to the Purchaser all letters of authority necessary for the Purchaser to cause such inspections to be made. The Purchaser shall minimize any interference with the Tenants' use of their respective premises. Such access shall be subject to the rights of the Tenant under the Leases. Such access shall be in the company of a representative of the Partnership. The Purchaser agrees to repair forthwith any damage to the Property arising from such access at the Purchaser's expense to the satisfaction of the Partnership, acting reasonably.

2.4 Environmental Assessment Report

The Purchaser may, at its expense, cause an environmental engineering firm to inspect the Property and carry out an environmental audit thereof and the Partnership shall render such assistance as may be reasonably required by the Purchaser in connection with such audit. The Purchaser agrees to repair forthwith any damage to the Property arising from such investigations at the Purchaser's expense to the satisfaction of the Partnership, acting reasonably.

ARTICLE 3 - PURCHASE PRICE

3.1 Agreement of Purchase and Sale

Subject to the terms and conditions hereof, at the Closing, the Vendors shall sell, assign and transfer the Purchased Interest to the Purchaser, and the Purchaser shall purchase the Purchased Interest from the Vendors.

3.2 Payment of Purchase Price

The purchase price for the Purchased Interest (the "**Purchase Price**") is **Eleven Million Two Hundred Fifty Thousand Dollars Canadian ($11,250,000.00 CDN)**, exclusive of HST, and shall be paid by the Purchaser to the Vendors as follows:

(a) the sum of **Fifty Thousand Dollars Canadian ($50,000.00 CDN)** as a deposit (the "**Deposit**") payable to the Vendors' Solicitor in Trust within two (2) days of the execution of this Agreement to be held by the Vendors' Solicitor in trust pending completion of the Contemplated Transactions or termination of this Agreement, which Deposit shall be credited towards the Purchase Price on Closing;

(b) on Closing:

  (i) the issuance by the Purchaser to the Vendors of 2,727,272 common shares at a value of $0.22 per common share, equal to **Six Hundred Thousand Dollars Canadian ($600,000.00 CDN)**; and

  (ii) the balance of the Purchase Price shall be payable to the Vendors' Solicitor in Trust by certified cheque, negotiable bank draft or wire transfer from a major Canadian Chartered Bank, subject to the terms and conditions contained in this Agreement and the Adjustments; and

(c) as payment of a portion of the Purchase Price, the Purchaser may, at its sole discretion, assume the mortgage and the indebtedness related thereto, which is registered against the Property, on the Closing Date, on the conditions that (i) all guarantors under the said mortgage shall be released by the mortgagee from any and all obligations thereunder and (ii) there shall be no penalty to the Vendors or any guarantor for such assumption.

3.3 Other Payment

Should the Purchaser not assume the mortgage referred to in Section 3.2(c), the Purchaser shall be responsible for and pay, or reimburse the Vendors for payment thereof if the Vendors shall have for any reason paid such amount, in addition to and not as part of the Purchase Price, the amount by which any and all fees, charges, penalties and other levies imposed upon the Vendors by the mortgage holder for the pay out of the said mortgage.

3.4 Closing

The Closing of the Contemplated Transactions (the "**Closing**") shall be by escrow delivery, by 5:00 (the "**Time of Closing**") on December 21, 2020, or such other date as the Purchaser and the Vendors may mutually agree (the "**Closing Date**"). Failure to consummate the Contemplated Transactions as contemplated by this Section 3.4 will result in the termination of this Agreement and will relieve any Party of any obligation under this Agreement, subject to the Purchaser's forfeiture of the Deposit pursuant to Section 3.5.

3.5 Deposit

In the event the Contemplated Transactions are not closed solely by reason of the default of the Purchaser hereunder, then the Deposit shall be paid to the Vendor as liquidated damages in lieu of any other rights or remedies that the Vendor may have hereunder, or at law. If the Contemplated Transactions are not completed for any reason except the default of the Purchaser, the Deposit shall be thereupon promptly returned to the Purchaser, without prejudice to any claim, right, recourse or remedy the Purchaser may have against the Vendor in the event of a default by the Vendor under this Agreement.

3.6 Purchase Price Allocation

The Purchase Price Shall be allocated among the Purchased Interest as follows:

Purchased Interest	Amount
Purchased Shares	$1.00
Purchased Units	$11,249,999.00

ARTICLE 4 - ADJUSTMENTS

4.1 Adjustments

(a) Adjustments to the Purchase Price shall be made as of the Closing Date in accordance with the provisions hereof. The Vendors shall be responsible for all expenses and entitled to all revenues accrued from the Property for that period ending on the day before the Closing Date. From and including the Closing Date, the Purchaser shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all revenues accruing from the Property.

(b) The Adjustments shall include all operating costs, realty taxes, water rates and assessments, current rents (which, for the purpose of calculating adjustments, shall be deemed paid in full for the month of Closing), prepaid rents and interest thereon (if any), security deposits and interest thereon (if any) and utility deposits. The Vendors shall arrange for all meters measuring the supply of utilities payable by the Vendors to be read up to and including the day prior to the Closing Date and shall pay the final accounts therefor. The rents and operating costs for the Closing Date shall be for the Purchaser's account. The cost of local improvements completed, whether or not billed as of the Closing Date, is to be paid by the Vendors on or before the Closing Date.

(c) If the final cost or amount of an item which is to be adjusted cannot be determined at Closing, then an initial adjustment shall be made at Closing, such amount to be estimated by the parties hereto acting reasonably as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case when such cost or amount is determined, the Vendors or Purchaser, as the case may be, shall, within 30 days of determination provide a complete statement thereof to the other and within 30 days thereafter the parties hereto shall make a final adjustment. In the absence of an agreement by the parties hereto, the final cost or amount of an item shall be determined by auditors appointed jointly by the Vendors and the Purchaser with the cost of such auditors' determination being shared equally. Notwithstanding the above, there shall be no further adjustments following 90 days of Closing.

4.2 Harmonized Sales Tax

The Vendors and the Purchaser agree and acknowledge that HST is not applicable to the Contemplated Transactions.

ARTICLE 5 - CONDITIONS

5.1 Conditions Precedent for Vendors

The obligation of the Vendors to sell the Purchased Interest is subject to the fulfillment, performance and satisfaction of, or compliance with, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendors and may be waived in writing by the Vendors in whole or in part).

(a) The Purchaser shall have performed and complied in all material respects with all of its obligations, agreements and covenants in this Agreement that are required to be performed or complied with by it under this Agreement at or prior to the Closing.

(b) The Purchaser shall be allowed until the Due Diligence Date to examine the title to the Property at the Purchaser's own expense. If within that time, any valid objection to title is made in writing to the Vendors and the Partnership, which the Vendors or the Partnership shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such obligations, be null and void, and neither the Vendors nor the Vendors' agent shall be liable for any costs or damages. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the General Partner, in its capacity as general partner of the Partnership, to the Property.

(c) If the Purchaser has elected to assume the mortgage referred to in Section 3.2(c), the Partnership's lender shall have approved the transaction and the Purchaser shall have indemnified each of the guarantors of the mortgage and the indebtedness related thereto for any claim by the lender arising from the failure by the Partnership to satisfy its obligations under the mortgage and the indebtedness related thereto.

(d) On Closing, all of the Closing Documents listed in Section 6.2, duly executed, are delivered to the Vendors or to the Vendors' Solicitor.

(e) On the Closing Date, all of the material terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects on or before the times contemplated in this Agreement, unless otherwise mutually extended by a note in writing.

(f) On the Closing Date, the Warranties and Representations of the Purchaser set out in Section 7.2 shall be true and accurate in all material respects as if made on and as of the Closing Date and the Purchaser shall have delivered to the Vendors a certificate executed by an officer of the Purchaser dated the Closing Date to this effect.

The conditions precedent set forth in this Section 5.1 are for the sole and exclusive benefit of the Vendors and may be waived in whole or in part by the Vendors, in its sole discretion.

If any of the conditions set out in Section 5.1 are not satisfied or waived on or before the dated provided for, the Vendors may terminate this Agreement by notice in writing to the Purchaser given on or before the said date, in which event: (i) this Agreement shall be null and void and of no further force or effect whatsoever, (ii) the Vendors shall be released from all of its liabilities and obligations under this Agreement, and (iii) if the condition or conditions that have not been satisfied or waived were not satisfied solely as a result of the default of the Purchaser and each of the conditions set out in Section 5.2 are satisfied or waived in the respective opinions of each of the Vendors and Purchaser, acting reasonably and bona fide, then and only then will, the Deposit, together with interest accrued thereon, be forfeited to the Vendors as its only remedy against the Purchaser (and the Purchaser will be released from all obligations and liabilities under this Agreement). In all other circumstances, the Deposit together with all interest earned or accrued thereon, will be returned to the Purchaser without deduction. The Vendors may waive compliance with any of the conditions set out in Section 5.1 in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition contained in Section 5.1 in whole or in part.

5.2 Conditions Precedent for Purchaser

The obligation of the Purchaser to purchase the Purchased Interest is subject to the fulfillment, performance and satisfaction of, or compliance with, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived in writing by the Purchaser in whole or in part).

(a) The Vendors shall have performed and complied in all material respects with all of its obligations, agreements and covenants in this Agreement that are required to be performed or complied with by it under this Agreement at or prior to the Closing.

(b) All actions, approvals, orders and consents of, or declarations or filings with, imposed by, or required from or of any governmental authority or other person necessary to effect the Contemplated Transactions (including, without limitation, pursuant to the terms of the Partnership Agreement), shall have occurred, been filed or obtained, as the case may be.

(c) On Closing, the title of the Vendors to the Purchased Interest shall be good and marketable.

(d) On Closing, the representations or warranties of the Vendors set out in Section 7.1 shall be true and accurate in all respects.

(e) On Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendors shall have been complied with or performed in all material respects at the times contemplated herein.

(f) On Closing, all of the Closing Documents listed in Section 6.1 hereof, duly executed, shall be delivered to the Purchaser or to the Purchaser's Solicitor.

(g) On or prior to the Due Diligence Date, the Property shall fully comply with all applicable municipal by-laws, and other by-laws, laws, rules, regulations, and standards enacted by or administered by any governmental or other authority having jurisdiction both with respect to zoning and any other matter or thing and that the Property fully qualifies for its present use.

(h) On or prior to the Due Diligence Date, the Purchaser shall be satisfied in its sole discretion with all examinations which it may have undertaken to municipal or other governmental authorities that the Property is lawful and there are no outstanding work orders or deficiency notices affecting the Property or the construction of the Building, including notices from the building inspection departments, fire marshals, etc., and that there are no liens, statutory claims or other claims as against the Property.

(i) On or prior to the Due Diligence Date, the Purchaser shall have satisfied itself, acting reasonably, with respect to building inspections, environmental investigations, surveys, survey reports and the like in relation to the Property.

(j) From the Due Diligence Date to Closing, there shall have been no material change in the condition of the Property, vacancy rate, Contracts, lawful use of the Property, matters as to title relating to the Property or any other financial, title or structural matters which would materially adversely affect the valuation of the Property by the Purchaser.

(k) From the Due Diligence Date to Closing, no notice shall have been received and remain outstanding, from any municipal, provincial, federal or other statutory authority advising of any material defects in the construction of the Building or Buildings or relating to any material non-compliance with any applicable building restriction, by-laws or other regulations and ordinances, and no work order or active file shall be outstanding (other than disclosed during the Due Diligence Period and not otherwise objected to) from any department of government requiring substantial repairs, alterations, modifications or demolition of the Building or with respect to fire protection or prevention devices in the Building.

(l) Prior to the Due Diligence Date, the Purchaser shall have satisfied itself, acting reasonably, as to the terms and conditions of the Leases and financial information and other information as made available by the Vendors pursuant to Section 2.2 hereof, including, without restricting the generality of the foregoing, the financial strength of each Tenant of the Property under its lease and/or guarantor.

(m) Prior to the Due Diligence Date, the Purchaser, acting reasonably, shall be satisfied that there are appropriate occupancy permits issued by the appropriate governmental authorities with respect to the each of the buildings constructed on the Lands and the tenancies of the Tenants.

(n) Prior to the Due Diligence Date, the Purchaser, acting reasonably, shall be satisfied with the plans, specifications and drawings of the Building constructed on the Lands.

(o) Prior to the Due Diligence Date, the Purchaser, acting reasonably, shall be satisfied that the Partnership will be able to maintain all perils insurance coverage on the Property.

(p) On or before the Due Diligence Date, the Purchaser shall have carried out such investigations and reviews as it deems necessary with respect to title, legal descriptions, surveys of the Property, and is satisfied in its sole discretion and acting reasonably, with the results therewith.

(q) On or before the Due Diligence Date, the Purchaser shall be satisfied with all of its due diligence investigations and its review of all Disclosure;

(r) From the Due Diligence Date to the Closing, there shall have been no change to any of the due diligence results obtained by the Purchaser during the Due Diligence Period, which the Partnership or the Vendors is unable or unwilling to repair.

(s) On or before the Due Diligence Date, the Purchaser shall be satisfied, in its sole, absolute, and subjective discretion, with its ability to obtaining satisfactory financing for completion of the Contemplated Transactions.

(t) On or before the Due Diligence Date, the Purchaser shall have obtained approval from its shareholders and TSXV Approval to the Contemplated Transactions, upon failure of which the Agreement shall be deemed null and void, and the Deposit shall be immediately returned in full without interest or deduction.

(u) On or before the Closing Date, all intercompany accounts of the Partnership shall be settled.

The conditions precedent set forth in this Section 5.2 are for the sole and exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser, in its sole discretion, provided that any such waiver shall only be effective if the same is in writing and executed by the Purchaser and shall be limited to the matter(s) therein specifically dealt with. If any of the foregoing conditions precedent are not satisfied within the time frames indicated (and if a time frame is not indicated, on or before the Closing Date) and the Purchaser has not waived in the manner hereinbefore set forth, then the Purchaser may terminate this Agreement by notice in writing to the Partnership and the Vendors given on or before the Due Diligence Date for those conditions precedent to be satisfied by that date or the Closing Date, as applicable, in which event: (i) the Deposit, will be returned to the Purchaser without deduction, (ii) this Agreement shall be null and void and of no further force or effect whatsoever, (iii) the Purchaser shall be released from all of its liabilities and obligations under this Agreement and (iv) unless the condition or conditions that have not been satisfied or waived could reasonably have been performed by the Vendors, or were a result of a material inaccuracy of the Vendors' Warranties and Representations as set out in Section 7.1, in the respective opinions of each of the Vendors and Purchaser, acting reasonably and bona fide, or were not satisfied as a result of the default of the Vendors, the Vendors shall also be released from all of its liabilities and obligations under this Agreement. However, the Purchaser may waive compliance with any of the conditions set out in Section 5.2 in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition contained in Section 5.2 in whole or in part but such waiver shall disentitle the Purchaser to recover damages for the breach of the representation, warranty, covenant or condition so waived.

5.3 Satisfaction of Conditions

The Purchaser and the Vendors shall each use reasonable best efforts in the circumstances to satisfy or cause to be satisfied the conditions precedent set forth in Section 5.1 and Section 5.2, respectively. All conditions to be satisfied on or before the Due Diligence Date or Closing shall be deemed to be satisfied if the Due Diligence Date passes or Closing occurs (as applicable), provided that nothing herein shall prevent the Vendors or Purchaser from exercising their rights as provided for in Section 7.3 of this Agreement.

ARTICLE 6 - CLOSING DOCUMENTS

6.1 Vendors' Closing Documents

On or before Closing, the Vendors shall deliver to the Purchaser or to the Purchaser's Solicitor the following:

(a) a certificate of status of the Company and a copy, certified by an officer of the Company, of the constating documents of the Company and the resolutions of the Company authorizing the transfer of the Purchased Shares by the Share Vendors to the Purchaser;

(b) a conveyance, transfer and assignment of the Purchased Interest, and certificates representing all of the Purchased Interest or a stock or partnership interest transfer power in respect thereof, all duly endorsed for transfer to the Purchaser (or as it may otherwise direct) and evidence that the Vendors and the Company or the Partnership, as applicable, have caused transfers of all of the Purchased Interest to be duly and regularly recorded in the name of the Purchaser (or as it may otherwise direct), and shall further take (and cause to be taken) all other necessary steps and proceedings as may reasonably be required by the Purchaser to be taken so that the Purchased Interest may be properly and effectively transferred, assigned and conveyed to the Purchaser at the Time of Closing;

(c) evidence by way of a Statutory Declaration of an officer of the Vendors having knowledge that the Vendors are not "non-resident persons" within the meaning of Section 116 of the *Income Tax Act* (Canada) or, in the alternative, delivery by the Vendors of the requisite clearance certificate pursuant to Section 116 of the *Income Tax Act* (Canada);

(d) a certificate of the Partnership through a proper officer, verifying the amounts of the security deposits and prepaid rents and the accrued interest thereon for each Tenant of the Property and confirming the same is a true and accurate and complete for all of the Tenants of the Property;

(e) a certificate of the Partnership through a proper officer, verifying the rent roll for the Property;

(f) a certificate of each of the Partnership and the Vendors, through their respective proper officers where applicable, verifying that to the best of their knowledge, information and belief, the Partnership and Vendors' respective Warranties and Representations set forth in Section 7.1, and each of them, are true and correct as of the Closing Date;

(g) a complete release by the Share Vendors of all claims against the Company with respect to any and all matters whatsoever in their capacity as shareholders up to the Closing Date;

(h) a complete release by the Unit Vendor of all claims against the Partnership with respect to any and all matters whatsoever in their capacity as partners up to the Closing Date;

(i) the resignation and release by the directors and officers of the Company of all claims against the Company with respect to any and all matters whatsoever in their capacity as director and/or officer up to the Closing Date;

(j) a direction as to the payee or payees of the balance of the Purchase Price;

(k) an undertaking by the Vendors, if required, to re-adjust the Adjustments as provided in Section 4.1;

(l) the corporate and partnership records and registers and all other books, records, data, files and Contracts pertaining to the Partnership and the Company, the business of the Partnership, and the assets, property and undertaking of the Partnership and the Company; and

(m) copies of all books, documents, records and keys relevant to the operation of the Property as may be reasonably requested by the Purchaser; and

(n) registerable discharges (or a solicitor's undertaking to obtain and register the same) of all Encumbrances which were validly objected to by the Purchaser on or before the Due Diligence Date (if any), and such other Encumbrances which may arise from the Due Diligence Date to the Closing Date, provided always that the Purchaser shall not be entitled to object to the mortgage referred to in Section 3.2(c) and the indebtedness related thereto or any encumbrance, including any assignment of rents, related thereto if the Purchaser shall have elected to assume the mortgage and the indebtedness related thereto.

All of the foregoing documentation to be in form and substance consistent with the provisions of this Agreement and acceptable to the Purchaser, acting reasonably and in good faith.

6.2 Purchaser's Closing Documents

On or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendors or to the Vendors' Solicitor the following:

(a) the balance of the Purchase Price;

(b) any payment required pursuant to Section 3.3;

(c) a certificate of each of the Purchaser through their respective proper officers, verifying that to the best of their knowledge, information and belief, the Purchaser's Warranties and Representations set forth in Section 7.2 are true and correct as of the Closing Date;

(d) an undertaking by the Purchaser, if required, to re-adjust the Adjustments as provided in Section 4.1;

(e) if the Purchaser has elected to assume the mortgage referred to in Section 3.2(c), an indemnity by the Purchaser in favour each of the guarantors of the mortgage and the indebtedness related thereto as provided in Section 5.1(c);

(f) such evidence as the Vendors' Solicitor may reasonably require that the Purchaser has corporate capacity and power, which it has properly exercised, to enter into and carry out the provisions of this Agreement;

(g) an undertaking to change the name of the Company within 60 days of closing to remove reference to the names Brittain, and Seale in the name of the Company; and

(h) all other documents which are required and which the Vendors have reasonably requested on or before the Closing Date.

All of the foregoing documentation to be in form and substance consistent with the provisions of this Agreement and acceptable to the Vendors acting reasonably and in good faith.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Vendors' Warranties and Representations

The Vendors covenant, represent and warrant to the Purchaser as follows:

(a) each of the Company and the Unit Vendor is now and on the Closing Date will be a legal entity duly existing under the laws of the Province of New Brunswick and has the necessary authority, power and capacity to enter into this Agreement and the documents contemplated hereby and to perform its obligations hereunder and, in the case of the Unit Vendor, to cause the transfer to the Purchaser of the Purchased Units;

(b) each of Share Vendors is now and on the Closing Date will be of the full age of majority and has all requisite legal capacity and competence to enter into this Agreement and the documents contemplated hereby and to perform his obligations hereunder and to cause the transfer to the Purchaser of the Purchased Shares owned by him;

(c) the Company is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), nor has it committed an act of bankruptcy, proposed a compromise or arrangement or made a proposal or filed a notice to make a proposal to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, or taken any proceeding to have a receiver appointed for any part of its assets;

(d) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Partnership and the Vendors hereunder, the documents contemplated herein to be delivered and the Contemplated Transactions have been or will be on or before the Closing duly and validly authorized by all requisite corporate or other proceedings of the Company and the Partnership and constitute legal, valid and binding obligations of the Partnership and the Vendors;

(e) the execution and delivery of this Agreement by the Vendors, the Company and the Partnership and the consummation by the Vendors, the Company and the Partnership of the Contemplated Transactions, and the observance and performance of the terms and provisions of this Agreement on the part of the Vendors, the Company and the Partnership to be observed and performed do not require on the part of the Vendors, the Company or the Partnership, other than pursuant to the Partnership Agreement, the consent, authorization or approval of any person or any notification, registration or filing to be obtained, given or effected by the Vendors, the Company or the Partnership;

(f) the execution and delivery of this Agreement by the Vendors, the Company and the Partnership and the completion by them of the Contemplated Transactions, and the observance and performance of the terms and provisions of this Agreement on their part to be observed and performed do not (and, to the Knowledge of the Vendors, will not, with the passage of time or the giving of notice or both, or otherwise): (a) result in the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any obligation under any contract, other than in connection with the existing indebtedness and the existing mortgage referred to in Section 3.2(c) if it is not assumed by the Purchaser with the approval of the Lender;

or (b) result in the creation or imposition of any Encumbrance on any of the Purchased Interest or on any of the business, property, assets and undertaking of the Partnership;

(g) the Vendors are not now, nor on the Closing Date will they be, non-resident persons within the meaning of Section 116 of the *Income Tax Act* (Canada);

(h) the minute books of the Company contain, in all material respects, complete copies of the constating documents, by laws and resolutions and other corporate proceedings of the Company and all predecessors. There are outstanding no applications or filings which would alter in any way the constating documents or corporate status of the Company. There are no unanimous shareholders' agreements or shareholder declarations affecting the Company. At the Closing, all of those books and records will be in the possession of the Company;

(i) the books of account and financial records of the business of the Partnership, the Company and the Partnership have been kept on a basis consistent with those of preceding accounting periods and have been maintained in all material respects in accordance with sound business practices and the requirements of law;

(j) the financial statements provided to the Purchaser fairly present the assets, liabilities and financial condition of the business of the Partnership, the Company and the Partnership in accordance with GAAP as at the dates of such financial statements and the revenues, expenses, results of operations and retained earnings or deficits of the business of the Partnership, the Company, and the Partnership as at the respective dates of and for the periods referred to in such financial statements in accordance with GAAP;

(k) to the Knowledge of the Vendors, except as provided for herein, the Company does not have any liabilities of any kind whatsoever, arising or relating to the period prior to the Closing Date, other than liabilities disclosed on, reflected in or provided for in the financial statements or incurred in the ordinary course of business;

(l) each of the Company and the Partnership has duly and timely filed in proper form all tax returns, tax elections and reports required to be filed by Law on or prior to the Date of this Agreement. To the Knowledge of the Vendors, all governmental charges upon the Company, the Partnership or their respective assets or property which are or were due and payable on or prior to the Date of this Agreement have been paid;

(m) there are no outstanding agreements, waivers or other arrangements extending the statutory period of limitations applicable to the filing of any tax return of the Company or the Partnership for any period, or extending the period within which any governmental authority may issue any assessment or reassessment in respect of governmental charges, nor has there been any assessment or reassessment by any governmental authority issued or threatened against the Company or the Partnership with respect to the payment of any governmental charges, or other charges or deficiencies by the Company or the Partnership;

(n) to the Knowledge of the Vendors, all information set forth in all tax returns which have been filed by the Company or the Partnership is true and correct. The Company and Partnership have delivered to the Purchaser true copies of all tax returns of the Company and Partnership and any assessments or reassessments thereof;

(o) the Company and Partnership have no liabilities for governmental charges that are not recorded in the books of account of the Company or the Partnership. There is no tax sharing agreement in existence as of the Date of this Agreement that will require any payment by the Company or the Partnership after the Date of this Agreement;

(p) each of the Company and Partnership has withheld from payments made to all Persons the amount of all governmental charges required to be withheld and has paid the same, when due, to the proper tax receiving officers or authorities of a governmental authority;

(q) there has not been an acquisition or change of control, direct or indirect, of the Company for purposes of the *Income Tax Act* (Canada) or any relevant provincial taxing statute that would affect the Company or the Partnership, except as a result of the Contemplated Transactions;

(r) to the Knowledge of the Vendors, the value of the consideration paid or received by the Company or the Partnership for the acquisition, sale, transfer or provision of property (including intangibles) or for the provision of services (including financial transactions) from or to any person or partnership with which the Company or the Partnership was not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) at the relevant time was the fair market value of such property acquired, provided or sold, or services purchased or provided;

(s) except as contemplated by this Agreement, no person, firm or corporation now has, nor at the Closing Date will have, any agreement or option or right capable of becoming an agreement for the purchase of all or any part of the Purchased Interest or the Property or for the management of the Property;

(t) the entering into of this Agreement and the Contemplated Transactions will not result in the violation of any of the terms and provisions of the constating documents of the Company, the Partnership or the Unit Vendor or of any indenture or other agreement, written or oral, to which any of the Company, the Partnership and the Vendors is a party;

(u) the Leases are the only leases affecting the Property;

(v) to the Knowledge of the Vendors, the Partnership's management records, which it maintains in connection with the current operation of the Property, including the operating statements and financial statements for the Property to be delivered to the Purchaser pursuant to this Agreement, will fairly and accurately represent the incomes and expenses of the Property for the periods covered thereby and there has been no material adverse change to them to the Date of this Agreement;

(w) the Property is insured against loss or damage by all insurable hazards or risks to the replacement cost thereof and carries liability insurance to reasonable limits and all such insurance coverage will be continued in full force and effect until the time of the Closing;

(x) the rent roll and all other information, financial or otherwise, provided or to be provided to the Purchaser or to the Purchaser's Solicitor, whether pursuant to Section 2.2 hereof or pursuant to any other provision of this Agreement, shall be true, correct and complete as of the date of delivery thereof;

(y) there are not now nor will there be prior to the Closing Date any material contracts, agreements or obligations affecting the Property, its operation or its maintenance other than as will be disclosed to the Purchaser or the Purchaser's Solicitor pursuant to Sections 2.1 or 2.2 hereof;

(z) from the Date of this Agreement, the Partnership, the Company and the Vendors shall not have done nothing to further encumber the Property, in any manner, unless the Vendors shall have received prior written consent from the Purchaser consenting to the Encumbrance, such consent not to be unreasonably withheld;

(aa) the disclosure made by the Vendors pursuant to Section 2.2 hereof is and will be true, accurate and complete, and the Vendors acknowledges that the Purchaser is relying on the same for the purposes of evaluating whether to waive the its due diligence review in accordance with the terms hereof;

(bb) the authorized capital of the Company is an unlimited number of common shares without nominal or par value. As of the Date of this Agreement, the issued and outstanding shares in the capital of the Company being fully paid and non-assessable, and free and clear of all encumbrances, are as follows:

Shareholder	Class and Number of Shares Owned
Lee Seale	50 common shares
Stephen J. Brittain	50 common shares

and, upon the completion of the Contemplated Transactions, all the Purchased Shares will be owned by the Purchaser as the legal and beneficial owner of record, with a good and marketable title thereto; and

(cc) there are, as of the date hereof, and shall be, at Closing, only 1 general unit and 752 limited units of the Partnership issued and outstanding, which are, as of the date hereof, and will, immediately prior to the Closing, be issued to and registered in the name of the partners of the Partnership as follows:

Partner	Number and Type of Partnership Units Owned
Brittain Seale Holdings Inc.	1 general unit;
621946 N.B. Inc.	752 limited units;

and each of them, in respect of the general units or limited units, as applicable, of the Partnership owned by it: (i) is the sole beneficial owner of such units; (ii) has the exclusive right to dispose of such units as herein provided; and (iii) is the holder of record of such units, free and clear of any liens, charges, encumbrances or rights of others (other than the rights of the Purchaser hereunder) and, other than pursuant to the Partnership Agreement, no person (other than the Purchaser hereunder) has any agreement, option or any rights capable of becoming an agreement or option for the acquisition of such units.

Each party making up the Vendors provides each Warranty and Representation applicable thereto in Section 7.1 only in respect of, as applicable, the Company, the Partnership and itself, and not in respect of any other party making up the Vendors.

7.2 Purchaser's Warranties and Representations

The Purchaser covenants, represents and warrants to the Vendors as follows:

(a) the Purchaser is now and at the time of the Closing will be a corporation duly existing under the laws of Canada and has the necessary corporate authority, power and capacity to enter into this Agreement and documents contemplated hereby and to perform the obligations of the Purchaser hereunder;

(b) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Purchaser hereunder and the documents and Contemplated Transactions have been duly and validly authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of the Purchaser;

(c) the Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(d) to the Knowledge of the Purchaser, there is no action or proceeding pending or threatened against the Purchaser which, if decided adversely to the Purchaser, might materially affect the Purchaser's ability to perform its obligations hereunder;

(e) neither the Purchaser entering into this Agreement nor the performance by the Purchaser of the terms hereof will result in the breach of or constitute a default under any term or provision of any instrument, document or agreement to which the Purchaser is bound or subject; and

(f) neither the Purchaser nor any of its directors, officers or shareholders have committed any "money laundering offences" or any "terrorist activity financing offence" as those terms are defined under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

7.3 Survival

Unless otherwise indicated, all indemnities provided for in this Agreement and all obligations to be fulfilled subsequent to Closing shall not merge but shall survive the Closing. The Warranties and Representations contained in this Agreement shall not merge on Closing but shall continue in full force and effect for the benefit of the party entitled thereto for a period of eighteen (18) months following the Closing Date. The Warranties and Representations contained in this Agreement will cease to have effect eighteen (18) months following the Closing Date except to the extent that written notice of a claim has been made thereunder prior to that date.

ARTICLE 8 - COVENANTS OF PARTIES DURING INTERIM PERIOD

8.1 Operation Until Closing

The Vendors covenant and agree that they shall cause the Partnership to operate, manage and maintain the Property until the Closing Date in the same manner as has been done in the past and as would a prudent owner of a property of comparable type, age, class and location. Following the Date of this Agreement, no Lease or Lease amendment and no agreement relevant to the operation, maintenance and management of the Property shall be entered into with respect to the Property by the Partnership without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld.

8.2 Damage Before Closing

The interest of the Partnership in and to the Property, Buildings and Chattels shall be at the risk of the Vendors until Closing. Pending completion of the sale, the Vendors will cause the Partnership to hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear. If any loss or damage to the Buildings in excess of One Hundred Thousand Dollars ($100,000.00) (a "material loss") occurs before that time, the Partnership shall give notice to the Purchaser within five (5) Business Days of such material loss and the extent thereof. The Purchaser may, at its option, to be exercised within ten (10) days of notice being given by the Partnership to the Purchaser of such material loss or before the Closing Date, whichever is the earlier, either terminate this Agreement by notice in writing to the Vendors' Solicitors, in which case this Agreement shall be terminated, null and void and of no further force or effect whatsoever, or elect to complete the agreement of purchase and sale constituted upon the execution and delivery of this Agreement. If the Purchaser fails to deliver such notice within such period, the Purchaser shall be deemed to have elected to close the Contemplated Transactions in accordance with the provisions hereof. If the Purchaser elects to close the Contemplated Transactions in accordance with the provisions hereof, the Purchaser shall be entitled to require the Vendors to repair and be responsible for the full cost of repairing all such material loss or the Purchaser may assume responsibility for such repair. If the Vendors is required by the Purchaser to repair the damage, the Vendors shall complete the repairs with thirty (30) days (or as reasonably required to complete the repairs) of the occurrence of the material loss and shall be entitled to the proceeds of insurance in respect of the material loss. If the Purchaser elects to complete the Contemplated Transactions and assume the responsibility for the repair, the Purchaser shall be entitled to the proceeds of insurance in respect of the material loss and the Vendors shall so assign and release its interest in any such insurance proceeds, in addition to paying or crediting as an adjustment to the Purchaser on the Closing the amount of any applicable deductible not paid by the Vendors.

If a loss or damage occurs which is not a material loss, the Purchaser shall have no right to terminate this Agreement pursuant to this Section.

8.3 Confidentiality

The Purchaser agrees it shall keep in strict confidence all information obtained with respect to the Partnership and the Property (including without limitation all information obtained with respect to any Tenants) until such time as the Closing herein is completed. The Purchaser agrees to instruct its agents, advisers and consultants to comply with the provisions of this Section. If the Contemplated Transactions are not completed for any reason, the Purchaser shall, at its sole cost and expense, deliver to the Partnership and the Vendors all documents, information and materials relating to the Property delivered to the Purchaser by or on behalf of the Vendors and all reports and information prepared by or for the Partnership or the Purchaser with regard to the Property (subject to receiving consent from the authors of such reports), including but not limited to, environmental and structural reports and information and all copies thereof and shall keep in confidence all such information and all discussions between the Partnership, the Vendors and the Purchaser with respect to the Property.

ARTICLE 9 - INDEMNIFICATION

Stephen and Lee jointly and severally covenant and agree to indemnify and save harmless the Purchaser, the Company and their respective representatives, shareholders, and affiliates (collectively, the "**Indemnified Persons**") from and against any and all losses which may be suffered or incurred by an Indemnified Person as a result of, in consequence of or arising directly or indirectly out of, under or by reason of:

(a) any breach of any representation or warranty made by the Vendors in this Agreement or any other certificate or document delivered by the Vendors pursuant to this Agreement;

(b) any breach of any covenant or obligation of the Vendors contained in this Agreement or in any agreement, certificate or other instrument or document in respect of the transactions herein contemplated;

(c) any and all governmental charges payable by the Company or Partnership in respect of :

(i) any taxation year or period ending on or prior to the Closing Date, and

(ii) in the case of any taxation year or period beginning before and ending after the Closing Date, the portion of such period ending on and including the Closing Date;

The right to indemnification hereunder exists notwithstanding any other provision of this Agreement.

ARTICLE 10 - OTHER CONTRACT PROVISIONS

10.1 Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

10.2 Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

10.3 Costs and Expenses

Except as otherwise expressly stated herein, each party hereto shall bear its own costs and expenses as they relate to the Contemplated Transactions, including, without limitation, due diligence costs, disbursements, legal fees, and taxes relating thereto.

10.4 Applicable Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein and shall be treated in all respects as a New Brunswick contract.

The courts of the Province of New Brunswick shall have exclusive jurisdiction with respect to any legal actions concerning this Agreement.

10.5 Currency and Cheques

All references to currency in the Agreement shall be deemed to be referenced to Canadian dollars. All cheques to be tendered shall be drawn on one of the major Canadian Chartered Banks.

10.6 Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any party or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each covenant and obligation in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

10.7 Time of the Essence

Time shall be of the essence of this Agreement, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Partnership, the Vendors and the Purchaser or by their respective Solicitors who are hereby expressly authorized in this regard.

10.8 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between the parties hereto constitute the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto. There are no other warranties or representations and no other agreements between the parties in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement.

10.9 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed.

10.10 Solicitors as Agents and Tender

Any notice, approving waiver, agreement, instrument, document or communication permitted, required or contemplated in the Agreement may be given or delivered and accepted or received by the Purchaser's Solicitor on behalf of the Purchaser and by the Vendors' Solicitor on behalf of the Partnership and the Vendors and any tender of Closing Documents and the balance of the Purchase Price may be made upon the Vendors' Solicitor and the Purchaser's Solicitor, as the case may be.

10.11 Assignment by Purchaser

The Purchaser shall have the right to assign its interest in and its rights and obligations under the Purchased Interest pursuant to this Agreement and in this Agreement to one or more corporations in which the Purchaser or the Purchaser's principal shareholders are shareholders.

10.12 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement,

10.13 Public Announcements

The Parties agree not to publicly disclose, issue any press release or make any other public statement, or communicate with the media, concerning the existence of the Agreement or the subject matter hereof, without the prior written approval of the other party (which shall not be unreasonably withheld, conditioned or delayed), except if and to the extent that the Purchaser (based upon the reasonable advice of counsel) is required to make any public disclosure or filing ("**Required Disclosure**") with respect to the subject matter of this Agreement:

(a) by Applicable Laws; or

(b) pursuant to any rules or regulations of any securities exchange on which the securities of the Purchaser or any of its affiliates are listed or traded; or

(c) in connection with enforcing its rights under this Agreement.

10.14 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by facsimile (fax) or email or other electronic communication which results in a written or printed notice being given, addressed or sent to such address or electronic number as may from time to time be the subject of a Notice:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile, email or other electronic communication with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent.

10.15 Irrevocable Offer

In the event of this Agreement being executed by the Vendors or Purchaser prior to execution by the other and until executed by the other, this Agreement shall constitute an irrevocable offer to sell by the Vendors or to purchase by the Purchaser (as the case may be) for six (6) Business Days from the date of execution, after which time, if not executed and delivered by the other, such offer shall be null and void and the Deposit shall be returned without interest.

10.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. This Agreement may be executed and delivered by facsimile transmission and each of the parties hereto may rely on such facsimile signature as though such facsimile signature were an original signature; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

10.17 Amendment of Agreement

No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

10.18 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

10.19 Delivery in Escrow

All documents, monies and other items required to be delivered at the Closing shall be delivered at the Closing to Vendors' Solicitors and Purchaser's Solicitors and shall be placed in escrow and shall not be considered as delivered until such time as Vendors' Solicitors and Purchaser's Solicitors shall have indicated their agreement that all the terms and conditions to be observed or performed relating to the Closing have been fulfilled. In the absence of an agreement between Vendors' Solicitors and Purchaser's Solicitors, anything delivered by a party to this Agreement in connection with the Closing shall be returned to such party. The Purchaser will deliver the Balance of the Purchase Price to the Vendors' Solicitors in trust or will have such funds wire-transferred to the trust account of the Vendors' Solicitors on the Closing Date and the monies so paid shall be held in the trust account of the Vendors' Solicitors. If the Contemplated Transactions are not completed for any reason, the amount paid by the Purchaser to the Vendors' Solicitors in trust shall be returned to the Purchaser without condition.

[Remainder of page deliberately left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first-above written.

Witness	**LEE SEALE**
Witness	**STEPHEN J. BRITTAIN**
	BRITTAIN SEALE HOLDINGS INC. in its capacity as general partner of **VILLAGE VIEW NO. 3 LIMITED PARTNERSHIP**
Witness	per: Lee Seale, President
	BRITTAIN SEALE HOLDINGS INC.
Witness	per: Lee Seale, President
	621946 N.B. INC.
Witness	per: Lee Seale, President
	VIVERE COMMUNITIES INC.
Witness	per: Mike Anaka, CEO

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first-above written.

____
Witness

____
LEE SEALE

____
Witness

____
STEPHEN J. BRITTAIN

BRITTAIN SEALE HOLDINGS INC. in its capacity as general partner of **VILLAGE VIEW NO. 3 LIMITED PARTNERSHIP**

____
Witness

per: ______________________________
Lee Seale, President

BRITTAIN SEALE HOLDINGS INC.

____
Witness

per: ______________________________
Lee Seale, President

621946 N.B. INC.

____
Witness

per: ______________________________
Lee Seale, President

VIVERE COMMUNITIES INC.

____
Witness

per: ______________________________
Mike Anaka, CEO

SCHEDULE "A"

LIST OF CHATTELS

- Various gym equipment, including tread mills, elliptical trainer,
- Bike, universal gym, dumb bells, and various mats, balls etc.
- Living room furniture in Media Room, and Lobby area, including two flat screen televisions
- Washer/dryer, microwave, refrigerator, dishwasher, and electric stove x 47 units

SCHEDULE "B"

LIST OF CONTRACTS

- Service/ Maintenance agreement with Thyssen Krupp elevator.
- Rental contract with Saint John Energy for the supply and maintenance of electric hot water heaters.