

District of
Newfoundland and
Labrador
Division No. 01-NL
Court No. 24092
Estate No. 51-
2792506

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF the *Bankruptcy and Insolvency Act*, Chapter B-3 of the Revised Statutes of Canada, 1985, as amended (the “**BIA**”)

AND

IN THE MATTER OF the Notice of Intention to Make a Proposal of Roman Catholic Episcopal Corporation of St. John’s

THIRD REPORT OF THE TRUSTEE

INTRODUCTION AND PURPOSE

- 1) On December 21, 2021 (the “**NOI Filing Date**”), the Roman Catholic Episcopal Corporation of St. John’s (the “**RCECSJ**” or the “**Corporation**”) filed a notice of intention to make a proposal (“**NOI**”) pursuant to the provisions of the *Bankruptcy and Insolvency Act* (the “**BIA**”) with the Office of the Superintendent of Bankruptcy (the “**OSB**”). Ernst & Young Inc. (“**EY**” or the “**Trustee**”) consented to act as the designated Trustee.
- 2) Pursuant to Section 69(1) of the BIA, the effect of the filing of the NOI was an automatic stay of proceedings (the “**Stay**”) against the Corporation for an initial period of 30 days. The Stay period was subsequently extended through March 6, 2022 by order of this Honourable Court issued on January 20, 2022 (the “**First Extension Order**”).
- 3) The purpose of this report (the “**Third Report**”) is to provide the Court with updates on the activities of the Trustee and the RCECSJ in relation to the NOI administration and to

support the Corporation's motions (1) authorizing and approving the Trustee to market select real estate through a sale by tender process in accordance with the terms and conditions of a proposed tender information package and the marketing process and timelines comprising the proposed tender process (2) approving the sale of two rectory properties and (3) granting the RCECSJ a further extension to the Stay period through April 20, 2022 (the "**Stay Extension Period**"). The Third Report contains the following sections:

- a. Terms of Reference
- b. Real Estate Liquidation Process
- c. Rectory Sales
- d. Restructuring Initiatives
- e. Amended Cash Flow
- f. Stay Period Extension

TERMS OF REFERENCE

4) In preparing this Third Report and making the comments herein, the Trustee has been provided with, and has relied upon unaudited financial information, books and records and financial information prepared by the Corporation, discussions with the management and employees of the Corporation and other information from various sources (collectively the "**Information**"). Except as otherwise described in this Third Report in respect of the Applicant's cash flow statement:

- a. The Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information; and

b. Some of the Information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Chartered Professional Accounts Canada Handbook, has not been performed.

- 5) Future oriented financial information referred to in this Third Report was prepared based on management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
- 6) All references to monetary amounts in this Third Report are in Canadian dollars unless otherwise noted. Capitalized terms not otherwise defined herein have the meanings defined within the earlier reports filed by the Trustee in these proceedings.
- 7) Copies of Court materials filed in these proceedings may be obtained from the Trustee's website established in connection with the administration (www.ey.com/ca/rcecsj).

REAL ESTATE LIQUIDATION PROCESS

- 8) As noted within the Second Report, the Trustee has been working diligently to formalize and finalize a tender sale package and proposed sales process with respect to an inventory of RCECSJ real estate holdings situated within the St. John's region including what the Corporation describes as its reversionary rights in relation to 19 school properties (the "**School Properties**") which remain subject to the provisions of section 84 of the *Schools Act, 1997* (the "**Schools Act**").
- 9) A draft tender information package was prepared and circulated for comments to the Corporation, Rep Counsel, Deloitte, legal counsel for the Newfoundland & Labrador English School District (the "**School Board**") and to legal counsel for the Newfoundland & Labrador Minister of Education (the "**Minister**") and all parties were invited to provide comments on the proposed form of tender.
- 10) On Sunday February 27, 2022, legal counsel to the Government of Newfoundland and Labrador, including the Department of Education and the Department of Justice and Public Safety (the "**Government**") notified the Corporation and the Proposal Trustee that Government was objecting to the School Properties being included within the tender

process on the basis that, *inter alia*, RCECSJ's title interest in the School Properties is subject to levels of legal and factual uncertainty such that the RCECSJ is not in any position to offer any interest in the School Properties for sale to the general public.

- 11) Although the Corporation does not agree with the positions advanced by Government, it does acknowledge that its interests in the School Properties are subject to levels of factual uncertainty. The Corporation requested information from the School Board to clarify such issues but was advised that such information was not available. The Corporation had intended to offer its interest in the School Properties, with full disclosure of all issues and or information uncertainties and permit the market to respond to the opportunity as it deemed appropriate.
- 12) The School Properties were a subset of the initially proposed tender sale package which also included an inventory of church, parish hall, rectory, vacant land and other real estate holdings situated within the St. John's region (the "**Real Property**"). The Trustee having consulted with the Corporation and Rep Counsel concluded that it was in the best interest of all parties that the sales process specific to the Real Property not be delayed as a result of the issues raised in relation to the School Properties. Accordingly, the Trustee was directed to prepare a modified version of the initial tender package (the "**Tender Package**") specific to the Real Property. A copy of which is attached as **Appendix A**.
- 13) The Tender Package outlines a process by which interested parties can present offers to purchase RCECSJ's right, title and interest in the Real Property. The Tender Package offers parcels and sub-parcels of the Real Property for sale as a means to maximize bidder interest in the Real Property holdings recognizing that different parties may have different interests in sub-divided holdings versus en bloc parcel interest. Sub-parcel sales will remain subject to final land survey and sub-division activities being completed.
- 14) The Corporation proposes to sell all personal property situated in the subject buildings with the structure except for vestments, chalices, objects of religious significance and the books and records of the Corporation in hard copy or electronic format (no IT infrastructure will be included as part of the tender sale unless otherwise specifically agreed to). In addition, certain Real Properties contain artwork and other historical/religious valuables (the "**Excluded Chattels**") which will also be excluded from

the tender process unless otherwise specifically agreed to. Excluded Chattels will be clearly identified as such to any prospective buyer conducting on site due diligence. A separate process to address Excluded Chattel sales will be developed in the future.

- 15) An overview of the proposed marketing process and timelines associated with the Real Property sales process (the “**Tender Process**”) are summarized below:
 - a. The vendor is the RCECSJ;
 - b. The Trustee will be responsible for the administration of the Tender Process including identifying potential buyers, advertising the opportunity, responding to due diligence inquiries, receiving and analyzing bid submissions, negotiating tender terms if required and presenting offers and the Trustee’s tender recommendations to this Honourable Court for its consideration and approval;
 - c. The Tender Process will last approximately twelve (12) weeks providing ample time to solicit market interest in the process and permit qualified bidders adequate time to reasonably assess the opportunity prior to submitting bids. Tender submissions are due by June 2, 2022;
 - d. The Trustee will advertise the Tender Process for a 4-week period in the St. John’s Telegram newspaper and place ads within the Insolvency Insider. The Insolvency Insider is a national online publication reporting upon insolvency administrations in Canada;
 - e. The Trustee has developed a listing of prospective buyers who previously contacted the Trustee or the Corporation indicating interest in certain Real Property parcels or are involved in real estate projects and the Trustee believes may have an interest in the properties available. The Trustee will notify these parties of the Tender Process, if approved;
 - f. The Trustee will coordinate property inspections upon request prior to the tender close date and will prepare a data room (the “**Data Room**”) containing relevant documents associated with the Real Property to assist prospective bidders with their analysis of the sales opportunity. The Data

Room will include land surveys, lease agreements, contracts and other relevant materials available within the Corporation's records;

- g. Prospective qualified bidders wishing to access the Data Room will be required to execute a Confidentiality Agreement confirming that the information provided shall be kept confidential, shall not be divulged to any third party and shall not be used for any purpose other than in consideration of a potential transaction with the RCECSJ.

- 16) The proposed Tender Process has been developed in consultation with Rep Counsel. The Trustee respectfully submits that the proposed Tender Process is a fair and effective method to solicit offers for the Real Property and recommends that the Tender Package substantially in the form presented at Appendix A be approved.

RECTORY SALES

- 17) The Corporation listed four (4) stand-alone rectory properties (the "**Rectory Properties**") referenced at paragraph 33 of the First Report with a local qualified realtor. The Rectory Properties were publicly listed for sale with the following asking prices:

- a. 38 The Boulevard, St. John's NL \$399,900
- b. 1 Coady's Lane, Torbay NL \$389,900
- c. 20 Boland Street, St. John's NL \$299,900
- d. 3 Burling Crescent, St. John's NL \$319,900

- 18) Multiple offers with respect to The Boulevard, Boland Street and the Burling properties have been received and considered by the Corporation. The RCECSJ, in consultation with the Trustee, has accepted offers for The Boulevard and Boland Street properties at or above the initial list prices, which remain subject to the approval of this Court and other standard residential sale conditions as noted within each agreement. Redacted copies of the accepted agreements are attached as **Appendices B and C**.

- 19) The Trustee has prepared and will submit to this Honourable Court on a confidential basis, a supplement to this Third Report (the "**Supplemental Third Report**"), which will attach unredacted copies of The Boulevard and Boland Street agreements of purchase and sale. The Corporation will be seeking a sealing order from this Honourable Court

with respect to the Supplemental Third Report, on the basis that the Supplemental Third Report contains sensitive commercial information with respect to the Corporation's assets, the dissemination of which could be prejudicial to the best interests of the estate prior to such property sales concluding.

- 20) Appraisal reports on the Rectory Properties have previously been filed with the Court at Appendices A – D of the Supplemental First Report.
- 21) The Trustee supports the proposed sales of The Boulevard and Boland Street properties and recommends this Honourable Court approve the sales agreements presented which are at or above the initial listing prices and supported by the appraisal reports previously filed.

RESTRUCTURING INITIATIVES

- 22) The Corporation, the Trustee and respective counsel have been working diligently to identify Corporation assets and develop practical and cost-effective realization strategies to liquidate these unique assets for the benefit of the estate's creditors.
- 23) Since the NOI Filing Date the Corporation has:
 - a. Completed the sale of the Mount St. Francis Monastery Property;
 - b. Listed four rectory properties for sale and brought two offers forward to this Honourable Court for approval;
 - c. Continued to work with Neil Tedstone Realty Advisors ("**Tedstone**") in relation to the completion of various real estate appraisal reports of approximately forty (40) St. John's area properties. The appraisal reports are expected to be produced on or about the second week of March 2022;
 - d. Provided the Court with an overview of the relevant details with respect to the SKP Funds and brought forward a motion for direction in relation to the Corporation's entitlement to such funds on notice to all interested parties;
 - e. Assisted the Trustee to prepare a detailed tender information package with respect to the Real Property in consultation with various stakeholder groups including Rep Counsel, the School Board and the Minister;

- f. Assembled a listing of interested parties in the Real Property, including parishioner groups and arms-length parties based upon unsolicited inquiries to date;
- g. Supported the motion advanced by the Budden and Gowling law firms with respect to their appointment as Rep Counsel within these proceedings. Instructed its counsel and requested the Trustee to work collaboratively with Rep Counsel with respect to this administration including the liquidation process and the development of an appropriate claims process;
- h. Pursuant to the terms of the Representative Counsel Order, arranged to have the Notice to Claimants advertised in the St. John's Telegram on February 25, 2022. A copy of the Notice to Claimants, the Opt Out Form and Letter to Claimants from Rep Counsel have also been posted to the Trustee's website;
- i. The Trustee and Corporation counsel have engaged in multiple discussions with Rep Counsel and Deloitte prior to and subsequent to their formal appointments by this Court to address questions and concerns in a transparent manner and to consult on various administration matters including but not limited to asset realization strategies and possible claims process methodologies;
- j. Commissioned an independent auctioneer and appraiser to prepare a listing of Excluded Chattels which will be excluded from the Tender Process;
- k. Responded promptly to all information requests from the Trustee required to satisfy its monitoring and reporting obligations under the BIA;
- l. Solicited financial support and coordinated discussions with key stakeholder groups including parish priests, parish finance counsel leaders, parishioners and members of the Catholic community at large to address questions and concerns with respect to the NOI proceedings, the proposed liquidation of properties, other religious artifacts and the future vision for the catholic ministry in the region;
- m. Maintained and continue to provide religious services to the catholic community throughout the Stay period. The parishioner community has continued to

support the Corporation having donated and fund raised approximately \$1.01 million since the NOI Filing Date. These funds have been used to support continuing Parish and Corporation operations including preservation costs associated with the Corporation's real estate inventory; and

- n. Requested and received an initial extension to the Stay period from January 20, 2022 to March 6, 2022 and requested a second extension of the Stay period to April 20, 2022.
- 24) As noted above, the RCECSJ filed a notice of intention to make a proposal pursuant to the provisions of the BIA with the OSB on December 21, 2021. The BIA permits an insolvent person the right to seek extensions to the time by which the insolvent persons proposal must be filed. The initial Stay period of 30 days combined with the permitted extension periods, if approved by the Court, would require the RCECSJ to file a proposal to its creditors on or before June 20, 2022 (the "**Final Stay Date**") (ie the date which is no more than 5 months after the expiry of the initial 30 day Stay period).
 - 25) In the event the Corporation is unable or fails to file a proposal to its creditors prior to the Final Stay Date it will be deemed to have made an assignment into bankruptcy. The Court is unable to extend the proposal filing deadline pursuant to Section 50.4(10) of the BIA.
 - 26) Although the Corporation has advanced a number of critical initiatives since the NOI Filing Date, this remains a complex restructuring involving the liquidation of unique assets and the valuation of unique claims and both processes will require additional time to complete. Furthermore, the Corporation's ability to make a viable proposal to its creditors will, to some degree, be dependent upon the output of these processes.
 - 27) The Trustee has initiated discussions with Rep Counsel in relation to the appropriateness for continuing this administration under the BIA as other avenues may prove to be better alternatives given the realities of the Corporation's situation. Discussions between Rep Counsel, the Corporation and the Trustee will continue with respect to such changes, if warranted, and updates to this Honourable Court will be provided accordingly.

CASH FLOW UPDATE

- 28) Attached as **Appendix D** is a variance analysis comparing the Corporation's actual cash flow for the period of December 21, 2021 through February 11, 2022 (the "**Period**") to the Corporation's initial projected cash flow (the "**Initial CF**") as filed with the OSB.
- 29) The Second Report contained a variance analysis for the period of December 21, 2021 through February 4, 2022. Consequently, the Trustee's comments on the variance analysis for this Third Report are limited to the following significant items:
 - a. a favourable sale of real property permanent variance of \$520,000 attributable to the sale of the Mount St. Francis Monastery; and
 - b. a favourable donations permanent variance of approximately \$320,000 attributable to an unanticipated donation from the estate of a former RCECSJ priest.

REVISED CASH FLOW PROJECTION

- 30) The Corporation, with the assistance of the Trustee, has prepared a revised cash flow projection (the "**Second CF**") incorporating actual results for the Period and projected results for the 13 week period ending May 13, 2022 (the "**Projection Period**"). A copy of the Second CF with supporting notes is attached as **Appendix E**. The Trustee has reviewed the notes and assumptions supporting the Second CF (the "**Second CF Notes**") and believes these to be reasonable.
- 31) The Corporation projects cash receipts of \$1,825,300 (inclusive of the two rectory sales identified above) and operating disbursements of \$1,361,800 over the Projection Period. The Corporation has not forecast additional recoveries from other property sales or recoveries from the SKP Funds which may have a material favourable impact on the Second CF should this Honourable Court determine that the SKP Funds are property of the RCECSJ, available for distribution to creditors and/or to fund the administration of the NOI process. The Second CF forecasts professional costs of \$1,067,500 over the Projection Period including fees payable to Deloitte and forecasts that the Corporation will have approximately \$1,002,000 of available cash at the end of the Projection Period exclusive of cash held by the Parishes. Accordingly, the Corporation forecasts that it will

have adequate cash available to fund operations through the requested Stay Extension Period.

- 32) The Corporation has announced the closing of two Parishes to date and certain other Parishes are experiencing financial difficulties. Affected parishioners are invited to attend services at alternative churches and the Corporation, with the assistance of the parishioner community, are winterizing properties no longer in use to preserve and protect the asset and minimize holding costs. Reservations to Parish Assessments and Parish Insurance Recoveries have been adjusted within the Second CF to address such closures. In addition, the Corporation has incorporated a contingency provision of \$3,000 per week to address discontinued Parish holding costs, if required.
- 33) Parishioners (at the Parish level) have donated or fund raised approximately \$1.01 million over the Period. These funds have been used by the Parishes to sustain operations including, amongst other things, real property preservation costs and Parish Assessments payable to the Archdiocese. The Trustee has recently become aware of a related unincorporated group which may or may not legally be part of the Corporation. Legal counsel for the Corporation is investigating the legal structure to ascertain if this group's assets are subject to these proceedings.

STAY PERIOD EXTENSION

- 34) The RCECSJ Stay period was initially extended from January 20, 2022 to March 6, 2022 by order of this Honourable Court dated January 20, 2022. The Corporation now seeks a second 45 day extension of the Stay until April 20, 2022. The Corporation has continued to cooperate with the Trustee and provide the Trustee with access to its books and records, as well as to any financial information that would enable the Trustee to monitor its affairs and finances, as required by the BIA.
- 35) There has been open and transparent dialogue between the Corporation, the Trustee and counsel representing the majority of the identified victim claimants throughout the Stay period as the key stakeholders work to formalize a reasonable and cost-effective strategy to liquidate certain Corporation assets for the benefit of the estate.
- 36) The Corporation requires additional time to finalize and implement its marketing plans for the Real Property, if approved by this Honourable Court, develop a claims process to

call for and value the claims against the Corporation including claims of sexual abuse victims, potentially develop further realization strategies for other RCECSJ properties which may also be liquidated for the benefit of the estate's creditors, pursue insurance policy recoveries where appropriate and formalize a proposal to its creditors. As noted herein, there remains much work to complete with respect to these initiatives, but all parties are, in the Trustee's opinion, working collaboratively together to advance the insolvency administration.

- 37) The Trustee is not aware, and has not been informed, of any acts that would lead the Trustee to believe that the Corporation has not acted or is not continuing to act in good faith and with due diligence. The Trustee respectfully submits that the Corporation will likely be able to make a viable proposal if the extension is granted and that no creditor will be materially prejudiced by the granting of the extension.

DATED at the City of Halifax, in the Province of Nova Scotia this 28th day of February 2022.

Ernst & Young Inc.

Licensed Insolvency Trustee
Acting in its capacity as Trustee in the
Notice of Intention to Make a Proposal
of the Roman Catholic Episcopal Corporation of St. John's
and not in its personal capacity

Per:



George Kinsman CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

**ROMAN CATHOLIC EPISCOPAL CORPORATION
OF ST. JOHN'S**

TENDER INFORMATION PACKAGE

MARCH 4, 2022

Roman Catholic Episcopal Corporation of St. John's

On December 21, 2021 (the "**NOI Filing Date**"), the Roman Catholic Episcopal Corporation of St. John's (the "**RCECSJ**" or the "**Corporation**") filed a notice of intention to make a proposal ("**NOI**") pursuant to the provisions of the Bankruptcy and Insolvency Act (the "**BIA**") with the Office of the Superintendent of Bankruptcy. Ernst & Young Inc. ("**EY**" or the "**Trustee**") consented to act as the designated Trustee.

On **[DATE]**, 2022, by order of the Supreme Court of Newfoundland and Labrador (the "**Court**"), the Trustee was directed to assist the RCECSJ to market for sale certain RCECSJ parcels of real property (the "**Properties**" and each, a "**Property**") through a court approved sale by tender process.

The Trustee, in consultation with the RCECSJ and its real estate and legal advisors, has prepared this Tender Information Package to facilitate the sales process and hereby solicits tenders for the purchase of the Properties described in the Notice of Sale included herein. Tenders are deliverable to Ernst & Young Inc., RBC Waterside Centre, 1871 Hollis Street, Suite 500, Halifax Nova Scotia, B3J 0C3, Canada, to the attention of Mr. Drew MacCormack, and must be received by no later than noon (Atlantic Standard Time) on June 2, 2022.

Included herein is a detailed description of the Properties offered for sale as well as the terms and conditions relating to the sale. A data room with additional information may be accessed by qualified bidders upon execution of a Confidentiality Agreement. Interested parties are advised to carefully review the terms and conditions prior to submitting a tender. Appointments to view the Properties can be made by contacting Drew MacCormack by email at drew.maccormack@parthenon.ey.com or by phone at 1-902-496-8652.

The information contained in this Tender Information Package and Data Room is provided for information purposes only and should not be relied upon by tenderers submitting tenders. The purpose of this Tender Information Package is to provide non-audited information to potential buyers for the Properties. The property listings and descriptions included in this Tender Information Package has been prepared solely for the purpose of assisting recipients to identify and submit tenders for the Properties. The Trustee and the RCECSJ makes no representation or warranty whatsoever with respect to their accuracy. Interested parties will be permitted to conduct their own due diligence prior to providing a tender offer and must rely solely on their own investigations and knowledge.

Yours very truly,

Ernst & Young Inc.

Licensed Insolvency Trustee

acting in its capacity as Trustee in the Notice of Intention to Make a Proposal of the Roman Catholic Episcopal Corporation of St. John's and not in its personal capacity

Per:

George Kinsman CPA, CA, CIRP, LIT
Senior Vice President

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Notice of Sale by Tender

This is a call for tenders for the sale of certain properties (the “**Properties**”) of the Roman Catholic Episcopal Corporation of St. John’s (the “**RCECSJ**” or the “**Corporation**”).

On December 21, 2021 (the “**NOI Filing Date**”), the RCECSJ filed a notice of intention to make a proposal (“**NOI**”) pursuant to the provisions of the Bankruptcy and Insolvency Act (the “**BIA**”) with the Office of the Superintendent of Bankruptcy. Ernst & Young Inc. (“**EY**” or the “**Trustee**”) consented to act as the designated Trustee. On **DATE**, 2022, by order of the Supreme Court of Newfoundland and Labrador (the “**Court**”), the Trustee was directed to assist the RCECSJ to market the Properties for sale through a court approved sale by tender process. Public materials filed in the RCECSJ insolvency proceedings may be obtained from the Trustee’s website established in connection with this administration, which is located at: www.ey.com/ca/rcecsj.

Sealed tenders will be accepted by the Trustee until Noon (Atlantic Standard Time) on Thursday, June 2, 2022 for the purchase of the following Properties (see Appendix A for sub-parcel descriptions):

Parcel	Description
Parcel 1	Basilica Complex
Parcel 2	St. Patrick’s Parish
Parcel 3	St. Teresa’s Parish
Parcel 4	Corpus Christi Parish
Parcel 5	St. Pius X Parish
Parcel 6	Mary Queen of Peace Parish
Parcel 7	St. Paul’s Parish
Parcel 8	Mary Queen of the World Parish
Parcel 9	St. Peter’s Parish
Parcel 10	Holy Family Parish
Parcel 11	St. Thomas of Villanova Parish
Parcel 12	St. Edward’s Parish
Parcel 13	Holy Rosary Parish
Parcel 14	St. Joseph’s Parish
Parcel 15	St. Francis of Assisi Parish
Parcel 16	Holy Trinity Parish
Parcel 17	St. Agnes and St. Michael’s Parish (St. Michael’s)
Parcel 18	St. Agnes and St. Michael’s Parish (St. Agnes)
Parcel 19	O’Dwyer Apartments and Vacant Land
Parcel 20	Ecole Rocher du Nord and Vacant Land
Parcel 21	Vacant Land (50 Beaumont Hamel Way, St. John’s)
Parcel 22	Vacant Land (Branscombe’s Pond, Mount Pearl)
Parcel 23	Vacant Land (Beachy Cove Road, Portugal-St. Philip’s)
Parcel 24	Vacant Land (560-606 Bauline Line, Torbay)
Parcel 25	Vacant Land (not adjoining RCECSJ real property)

The Trustee reserves the right to reject any or all tenders or to accept any tender or part thereof considered to be in the best interest of the estate. The highest or any offer will not necessarily be accepted, and all accepted offers shall remain subject to Court approval.

Tenders must be accompanied by a certified cheque or bank draft payable to “**McInnes Cooper - in Trust**” for 15% of the amount of the offer price as a deposit. This deposit will be refunded, without interest, to the tenderer if the offer is not accepted and forfeited as liquidated damages if the offer is accepted and the sale is not completed by the offeror. The balance of the offer price will be payable by wire transfer or solicitor’s trust cheque on closing. Tenders may be made for individual parcels or en bloc, but en bloc offers must stipulate a separate price for each parcel.

Tenders will only be accepted in sealed envelopes, clearly marked "Tender - RCECSJ" and shall be subject to the Conditions of Sale, which shall form part thereof and may be obtained from the Trustee.

Please contact Drew MacCormack by email at drew.maccormack@parthenon.ey.com or by phone at 902-496-8652 to view any of the Properties or with any questions with respect to the tender sale process.

Ernst & Young Inc.

Licensed Insolvency Trustee

acting in its capacity as Trustee in the Notice of Intention to Make a Proposal of the Roman Catholic Episcopal Corporation of St. John's and not in its personal capacity

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Conditions of Sale

1. The vendor is the Roman Catholic Episcopal Corporation of St. John's (the "RCECSJ" or the "Corporation").
2. Ernst & Young Inc. is the designated Trustee of the RCECSJ in connection with its filing of a notice of intention to make a proposal ("NOI") pursuant to the provisions of the Bankruptcy and Insolvency Act (the "BIA") with the Office of the Superintendent of Bankruptcy.
3. Pursuant to the terms of the sales process order dated **DATE**, the Supreme Court of Newfoundland and Labrador (the "Court") has directed the Trustee to market for sale certain properties of the RCECSJ, and the RCECSJ, is selling its right, title and interest, if any, in the following properties (the "Properties") pursuant to these Conditions of Sale:

Parcel	Description
Parcel 1	Basilica Complex
Parcel 2	St. Patrick's Parish
Parcel 3	St. Teresa's Parish
Parcel 4	Corpus Christi Parish
Parcel 5	St. Pius X Parish
Parcel 6	Mary Queen of Peace Parish
Parcel 7	St. Paul's Parish
Parcel 8	Mary Queen of the World Parish
Parcel 9	St. Peter's Parish
Parcel 10	Holy Family Parish
Parcel 11	St. Thomas of Villanova Parish
Parcel 12	St. Edward's Parish
Parcel 13	Holy Rosary Parish
Parcel 14	St. Joseph's Parish
Parcel 15	St. Francis of Assisi Parish
Parcel 16	Holy Trinity Parish
Parcel 17	St. Agnes and St. Michael's Parish (St. Michael's)
Parcel 18	St. Agnes and St. Michael's Parish (St. Agnes)
Parcel 19	O'Dwyer Apartments and Vacant Land
Parcel 20	Ecole Rocher du Nord and Vacant Land
Parcel 21	Vacant Land (50 Beaumont Hamel Way, St. John's)
Parcel 22	Vacant Land (Branscombe's Pond, Mount Pearl)
Parcel 23	Vacant Land (Beachy Cove Road, Portugal-St. Philip's)
Parcel 24	Vacant Land (560-606 Bauline Line, Torbay)
Parcel 25	Vacant Land (not adjoining RCECSJ real property)

4. A description of the Properties (parcels and sub-parcels) is attached as Appendix A and includes all personal property situated therein with the exception of vestments, chalices, objects of religious significance and the books and records of the Corporation in hard copy or electronic format (no IT infrastructure is included as part of this tender sale unless otherwise specifically agreed to). Certain Properties contain artwork and other historical/religious valuables (the "Excluded Chattels") which are also excluded from the tender sale unless otherwise specifically agreed to. The Excluded Chattels will be clearly identified as such, if maintained on site. Information provided to prospective tenderers relating to the Properties has been prepared solely for the convenience of prospective tenderers and are not warranted to be complete or accurate and do not form part of these Conditions of Sale. Furthermore, the sub-division descriptions of the sub-parcels specified within Appendix A remain subject to final sub-division and survey reports which may be required prior to closing. The sub-division land allocations referenced within Appendix A are directional in nature and final land allocations may not be exactly as identified. Every tenderer shall be deemed to have, and by submitting an offer represents that it has, at its own expense, relied entirely on its own inspection,

investigation and knowledge of the Properties and the title thereto.

5. The sale of the Corporation's interests in certain properties adjacent to schools identified within Appendix A are subject to the provisions of the Schools Act, 1997, SNL 1997 Chapter S-12.2 as Amended (the "**Schools Act, 1997**") and certain ancillary agreements, including, but not limited to, the May 2000 Agreement between Avalon East School Board and the RCECSJ (the "**May 2000 Agreement**") which may require the consent of the Minister of Education to any transfer thereof. Tenderers are directed to review the Schools Act, 1997 and applicable agreements prior to submitting a tender.
6. The Properties may be inspected by appointment only. A data room with additional information may be accessed by qualified bidders upon execution of the Confidentiality Agreement attached as **Appendix B**.
7. Tenders with respect to the Properties will be for a fixed amount and there will be no adjustments to the purchase price of any kind except for real property taxes that form a lien against the Properties.
8. Sealed tenders marked "Tender – RCECSJ" shall be delivered to Ernst & Young Inc., RBC Waterside Centre, 1871 Hollis Street, Suite 500, Halifax Nova Scotia, B3J 0C3, Canada, to the attention of Mr. Drew MacCormack, and must be received by no later than noon (Atlantic Standard Time) on Thursday June 2, 2022. Tenders will be opened at 2 o'clock in the afternoon (Atlantic Standard Time) on June 2, 2022.
9. Every tender submitted should be in the form of tender enclosed herein but may: (a) contain proposals to amend the Conditions of Sale, or (b) amend the proposed land sub-division allocations.
10. Tenders containing amendments to the Conditions of Sale or tenders received that are not on the attached form may, at the sole and absolute discretion of the Trustee, be rejected.
11. Each tenderer shall, with its tender, deliver to the Trustee a certified cheque or bank draft payable to "McInnes Cooper in Trust" for fifteen percent (15%) of the aggregate tendered price, herein (the "**Purchase Price**"). If a tender is accepted, said monies shall be a cash deposit (the "**Deposit**") of the successful tenderer(s) (hereinafter called the "**Purchaser**") and the Purchaser shall pay the balance of the Purchase Price to McInnes Cooper by wire transfer or solicitor's trust cheque, on or before the Closing Date as defined in paragraph 18.
12. The Trustee shall be entitled to speak with tenderers to clarify or finalize the terms of any tenders delivered to the Trustee.
13. Deposits accompanying tenders that are not accepted will be returned by Registered Mail addressed to the tenderer at the address set out in its tender or made available for pick-up not later than ten (10) Business Days following the opening of tenders, unless otherwise arranged with the tenderer. A business day shall be defined as a day, other than Saturday or Sunday, on which banks are open for business in the city of St. John's, NL ("**Business Day**").
14. The Trustee will assess all tenders received to ensure compliance with these Conditions of Sale and no tender will be accepted without the consent of the Trustee and will remain subject to the approval of the Court. The Trustee shall be under no obligation to accept the highest or any tender received pursuant to this sales process.
15. If any tender is accepted by the Trustee, then such acceptance shall be communicated to the Purchaser by the Trustee within ten (10) Business Days of the opening of the tenders by notice in writing sent by the Trustee to the Purchaser at the address set forth in its tender, such notice to be given by prepaid registered mail, facsimile, email or personal delivery and to be deemed effectively given when deposited in the post office, when personally delivered or when sent by facsimile or email, as the case may be.
16. When a tender for the parcel is accepted, the terms of the advertised Notice of Sale by Tender, the

tender and the acceptance thereof, and these Conditions of Sale shall constitute an agreement of purchase and sale (hereinafter called the “**Agreement of Purchase and Sale**”), between the Purchaser and the RCECSJ with respect to a Property. There are no other terms or conditions of sale and there are no verbal or written collateral agreements. The closing may remain subject to the completion of a final land sub-division and survey requirements, if applicable, and all Agreements of Purchase and Sale will be subject to the approval of the Court.

17. The Purchaser acknowledges that the Trustee shall have the right to file any Agreement of Purchase and Sale with the Court, and that the Trustee, in its sole and absolute discretion, may seek to have the Agreement of Purchase and Sale and or other support materials sealed, on the basis that the information filed is commercially sensitive, until such time as the sale is concluded or as further ordered by the Court.
18. In the event the Court approves an Agreement of Purchase and Sale, the closing will be completed within ten (10) Business Days of Court approval being granted, or such later date as the Trustee, the RCECSJ and the Purchaser agree (the “**Closing Date**”).
19. The closing of the Agreement of Purchase and Sale formed by the acceptance of a tender shall take place at the office of the Trustee at RBC Waterside Centre, 1871 Hollis Street, Suite 500, Halifax Nova Scotia, B3J 0C3, Canada, or such other place as the Trustee may designate at 1:00 pm (Atlantic Standard Time) on the Closing Date.
20. In the event the Court declines to approve an Agreement of Purchase and Sale, such Agreement shall be deemed to be terminated and the deposit and any additional funds paid to McInnes Cooper by the Purchaser regarding such sale shall be returned to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
21. Upon closing of the sale contemplated by the Agreement of Purchase and Sale, the Purchaser shall be entitled, upon receipt by McInnes Cooper of the Purchase Price, only to such Deed, Bill of Sale, Transfer or Assignments as may be considered necessary to convey RCECSJ’s interest in the Property to the Purchaser. Any such Deed, Bill of Sale, Transfer or Assignment shall not contain any covenant, warranty or representation whatsoever.
22. The Purchaser shall pay all duties and taxes in connection with the sale including, but not limited to custom duties, provincial sales taxes, goods and services taxes and land transfer taxes over and above the Purchase Price on closing and shall, with respect to any liability therefor, indemnify and save harmless RCECSJ from all applicable Federal and Provincial taxes arising on the sale and payable by the Purchaser including, without restriction, taxes pursuant to applicable Provincial sales tax and the *Excise Tax Act* (Canada). Any taxes which RCECSJ is required by law to collect from the Purchaser on sale shall be paid by the Purchaser to McInnes Cooper on closing.
23. The Purchaser shall assume, at the Purchaser’s cost, complete responsibility for compliance with all municipal, provincial or federal or other applicable laws and regulations insofar as the same apply to the Properties and the use thereof by the Purchaser.
24. RCECSJ shall not be required to produce any tax certificate, clearance certificate, plan of survey, real property report, abstract of title or documents or copies thereof or any evidence as to title, other than those in its actual possession and or necessary to sub-divide the land parcel as noted within Appendix A, if applicable.
25. The obligation of RCECSJ to sell, and of the Purchaser to purchase the Properties shall, at the option of RCECSJ in consultation with the Trustee, terminate in the event that prior to the Closing Date of the sale the Property is substantially destroyed by fire, flood, the elements, Government action, civil commotion or any other external cause beyond the control of the RCECSJ (each a “**Force Majeure Event**”). Such option to terminate by RCECSJ shall be exercised by giving notice in writing to the Purchaser that it intends to take the proceeds, if any, payable under any existing insurance policies and terminate the Agreement of Purchase and Sale. In such event, the Agreement of Purchase and

Sale shall automatically terminate and be deemed null and void and the Deposit shall be returned to the Purchaser without interest, cost, compensation or deduction and no party shall be liable to another for any costs or damages whatsoever. If RCECSJ does not exercise such option following the occurrence of a Force Majeure Event, the Purchaser, at its option may complete the Agreement of Purchase and Sale, such option to be exercised, in writing, within ten (10) days after notice to the Purchaser that the RCECSJ does not intend to exercise its option to terminate. In such event, the Purchaser shall be entitled only to an assignment of any proceeds payable under the existing insurance policies and transfer of any remaining Property in full settlement of RCECSJ's obligations to repair or replace the damaged Property and in full satisfaction of this Agreement of Purchase and Sale. If the Purchaser does not exercise its option, the Agreement of Purchase and Sale shall be automatically terminated and deemed null and void and the Deposit shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.

26. RCECSJ shall remain in possession of the Properties and title to the Properties shall not pass until the Court has approved the Agreement of Purchase Sale and the Purchase Price has been paid in full.
27. If the Purchaser of the parcel fails to complete the closing of the sale in compliance with these Conditions of Sale, the Deposit with respect to the parcel, shall be forfeited to RCECSJ on account of liquidated damages and such parcel may be resold by RCECSJ and the Purchaser shall pay:
 - a) an amount equal to the amount, if any, by which the Purchase Price under the Agreement of Purchase and Sale exceeds the net purchase price received by RCECSJ pursuant to such resale; and,
 - b) an amount equal to all costs and expenses incurred by RCECSJ in respect of, or occasioned by, the Purchaser's failure to comply with the Agreement of Purchase and Sale.
28. By submitting a tender, a Purchaser acknowledges that it has inspected the Properties, considered the provisions of the Schools Act, 1997 and any associated agreements, if applicable, and acknowledges that the Properties are sold strictly on an "as is, where is" basis at the time of closing and that no representation, warranty or condition whatsoever is expressed or implied as to title, description, access, fitness for purpose, merchantability, quantity, condition, including environmental condition, cost, or quality thereof or compliance of the Properties with environmental laws and requirements, or in respect of any other matter or thing whatsoever. Without limitation, the parcel is specifically as it exists on closing and with no adjustments to be allowed the Purchaser for changes in condition, quality or quantity of such parcel from the date hereof to the Closing Date. Each Purchaser acknowledges that the Trustee is not required to inspect the Properties or any part thereof and each Purchaser shall be deemed to have relied entirely on its own inspection, knowledge and investigation, including but not limited to an independent investigation by the Purchaser of current and past uses of the Properties to satisfy the Purchaser as to the effects of any matter or thing whatsoever, including non-infringement, authorization, third party intellectual property rights, license(s), patents, or trademarks, environmental laws, regulations or requirements upon the Properties or the transfer or assignment by RCECSJ to the Purchaser of the Properties. It shall be the Purchaser's sole and complete responsibility to obtain, at its own expense, any consent or approval to such transfer or assignment and any further documents or assurances which are necessary or desirable in the circumstances other than any land subdivision survey results, if necessary.

PROSPECTIVE TENDERERS AND PURCHASERS ARE CAUTIONED THAT THE PROPERTIES BEING MARKETED FOR SALE HAVE HISTORICALLY BEEN USED FOR ECCLESIASTICAL PURPOSES AND HAVE, OR MAY HAVE, HISTORICAL, OPERATIONAL, OR LEGISLATIVE RESTRICTIONS ON THEIR USE, SUBDIVISION, OR DEVELOPMENT. THESE RESTRICTIONS INCLUDE, AMONG OTHERS, MUNICIPAL, PROVINCIAL OR FEDERAL HERITAGE ZONING, SCHOOLS ACT, 1997 PROVISIONS, AND ACTIVE OPERATING LEASES WITH THIRD PARTIES. IN ADDITION, CERTAIN PROPERTIES ARE CURRENTLY BEING UTILIZED AS CEMETARIES OR BURIAL GROUNDS. PROSPECTIVE TENDERERS ARE STRONGLY CAUTIONED TO

CONDUCT THEIR OWN DUE DILIGENCE PRIOR TO SUBMITTING A TENDER AS PART OF THIS SALES PROCESS.

29. Ernst & Young Inc. acts solely in its capacity as Trustee and shall have no personal or corporate liability hereunder or from any Agreement of Purchase and Sale contemplated hereby or as a result of any sale contemplated hereby.
30. In consideration of the Trustee making available to tenderers these Conditions of Sale, any other information, and the opportunity of inspection and/or in consideration of receiving and considering any tender to be submitted hereunder, each tenderer agrees that its tender is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
31. In the event that some of the tenders submitted have similar terms and/or amounts, the Trustee, may in its sole and absolute discretion call upon those tenderers to submit further tenders.
32. The Trustee, may:
 - a) waive or vary any or all of the Terms and Conditions herein or in its Notice of Sale by Tender; and
 - b) adopt such other terms or conditions of sale (including conditions that may depart from those set forth herein) that in its reasonable business judgement will better promote the goals of this tender process.
33. The Terms and Conditions contained herein shall not merge on closing unless otherwise provided for in writing between the parties.
34. The validity and interpretation of these Conditions of Sale, and each provision and part thereof and of the Agreement of Purchase and Sale defined herein, shall be governed by the laws of the Province of Newfoundland and Labrador and the Courts of the Province of Newfoundland and Labrador shall have exclusive jurisdiction with respect to any dispute arising out of these Conditions of Sale or any Agreement of Purchase and Sale entered into pursuant hereto.
35. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors or assigns as the case may be. The Purchaser may not assign its interest in the Agreement of Purchase and Sale without prior written consent of the Trustee.
36. Any notice provided for herein shall be given in writing:

To the Trustee: Ernst & Young Inc.
George Kinsman, CPA, CA, CIRP, LIT
RBC Waterside
1871 Hollis Street – Suite 500
Halifax, NS B3J 0C3

To any offeror or purchaser: At the address set forth in the offer.
37. All stipulations as to time are strictly of the essence.
38. Any tender of documents or money hereunder may be made upon the Trustee or the Purchaser, or their respective solicitors.
39. The Purchaser agrees to accept title to the real property subject to the legal effect of work orders, license and lease conditions, municipal, provincial, or federal requirements, including building or zoning by-laws and regulations, any kind of easements such as right of way for passage or use (including the Schools Act, 1997), drainage, storm, or sanitary sewers and for hydro, gas, telephone or any other utility affecting the Properties, like services to the Properties, and restrictions and/or

covenants which run with the land.

40. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. RCECSJ assumes no responsibility or liability for and shall not be required to discharge or adjust for any taxes, assessments, rates, liens, or other liabilities which do not, by law, form a specific lien or charge upon or against the Properties in priority to the interest being conveyed.
41. The Trustee reserves the right, in its sole and unfettered discretion, to withdraw all or any part of the Properties being offered for sale at any time without notice to any party. If the Trustee exercises this right, the Agreement of Purchase and Sale affecting such parcel shall be automatically terminated and deemed null and void and the Deposit shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
42. Tenders may be made for individual parcels or en bloc, but en bloc tenders must stipulate a separate price for each parcel. Tenders submitted for more than one parcel will be considered as a separate tender for each parcel unless the tenderer specifically states that the acceptance of one parcel is conditional upon the acceptance of one or more other parcels.
43. If there is any conflict between these Terms and Conditions and any other document issued by or attributed to the Trustee, these Terms and Conditions shall prevail.

DATED at Halifax, Nova Scotia this **4th day of March 2022.**

Ernst & Young Inc.

Licensed Insolvency Trustee

acting in its capacity as Trustee in the Notice of Intention to Make a Proposal of the Roman Catholic Episcopal Corporation of St. John's and not in its personal capacity

Per:

George Kinsman CPA, CA, CIRP, LIT
Senior Vice President

Form of Tender

To: Ernst & Young Inc.
 Trustee, The Roman Catholic Episcopal Corporation of St. John's.
 Attention: Mr. Drew MacCormack
 Ernst & Young Inc., RBC Waterside Centre, 1871 Hollis Street, Suite 500
 Halifax, Nova Scotia, B3J 0C3, Canada

1. _____
 (Name of Tenderer)

2. _____
 (Address of Tenderer)

3. _____
 (Telephone Number)

4. _____
 (Fax Number)

5. _____
 (Email Address)

6. I/We hereby submit this tender for the purchase of the parcel indicated below.

Parcel 1	Basilica Complex	
Parcel 1A	Basilica Cathedral and Pastoral Centre	\$ _____
Parcel 1B	St. Bonaventure's College	\$ _____
Parcel 1C	St. Bon's Forum	\$ _____
Parcel 2	St. Patrick's Parish	
Parcel 2A	St. Patrick's Church	\$ _____
Parcel 2B	St. Patrick's Rectory	\$ _____
Parcel 2C	Vacant Land (located at 18 Deanery Ave, St. John's)	\$ _____
Parcel 2D	Vacant Land (located on Patrick Street, St. John's)	\$ _____
Parcel 3	St. Teresa's Parish	
Parcel 3A	St. Teresa's Church and other adjoining structures	\$ _____
Parcel 3B	St. Teresa's Hall	\$ _____
Parcel 4	Corpus Christi Parish	
Parcel 4A	Corpus Christi Church, Parish Office and Community Centre	\$ _____
Parcel 4B	Vacant Land (231 Waterford Bridge Road, St. John's)	\$ _____
Parcel 5	St. Pius X Parish	
Parcel 5A	St. Pius X Church and St. Pius X Junior High School	\$ _____
Parcel 5B	St. Pius X Rectory	\$ _____
Parcel 6	Mary Queen of Peace Parish	
Parcel 6A	Mary Queen of Peace Church and Rectory	\$ _____
Parcel 6B	Mary Queen of Peace Hall	\$ _____
Parcel 7	St. Paul's Parish	
Parcel 7A	St. Paul's Church	\$ _____

Parcel 8	Mary Queen of the World Parish	
Parcel 8A	Mary Queen of the World Church and Rectory	\$
Parcel 8B	Vacant Land (Topsail Road, Mount Pearl)	\$
Parcel 8C	Vacant Land (Topsail Road, Mount Pearl)	\$
Parcel 8D	Vacant Land (Pinebud Crescent, Mount Pearl)	\$
Parcel 9	St. Peter's Parish	
Parcel 9A	St. Peter's Church	\$
Parcel 9B	St. Peter's Rectory	\$
Parcel 10	Holy Family Parish	
Parcel 10A	Holy Family Church	\$
Parcel 10B	Holy Family Rectory	\$
Parcel 11	St. Thomas of Villanova Parish	
Parcel 11A	St. Thomas of Villanova Church and Vacant Land (Ball Field)	\$
Parcel 11B	St. Thomas of Villanova Rectory	\$
Parcel 12	St. Edward's Parish	
Parcel 12A	St. Edward's Church	\$
Parcel 12B	St. Edward's Rectory	\$
Parcel 12C	Vacant Land (St. Edwards Road, Conception Bay South)	\$
Parcel 13	Holy Rosary Parish	
Parcel 13A	Holy Rosary Church, Rectory and Hall	\$
Parcel 13B	Holy Rosary Cemetery	\$
Parcel 14	St. Joseph's Parish	
Parcel 14A	St. Joseph's Church	\$
Parcel 14B	Vacant Land (Cribbies Road, Petty Harbour-Maddox Cove)	\$
Parcel 15	St. Francis of Assisi Parish	
Parcel 15A	St. Francis of Assisi Church	\$
Parcel 15B	Archbishop's Residence	\$
Parcel 15C	St. Francis of Assisi Rectory	\$
Parcel 15D	Vacant Land (51 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove)	\$
Parcel 15E	Vacant Land (23 - 25 Outer Cove Rd, Logy Bay-Middle Cove-Outer Cove)	\$
Parcel 15F	Vacant Land (Nugent's Road, Logy Bay-Middle Cove-Outer Cove)	\$
Parcel 16	Holy Trinity Parish	
Parcel 16A	Holy Trinity Church	\$
Parcel 16B	Holy Trinity Parish Hall	\$
Parcel 16C	Vacant Land (5 Coady's Lane, Torbay)	\$
Parcel 16D	Prayer Garden - Cemetery	\$
Parcel 17	St. Agnes and St. Michael's Parish (St. Michael's)	
Parcel 17A	St. Michael's Church	\$
Parcel 17B	Our Lady of Lourdes Grotto	\$
Parcel 18	St. Agnes and St. Michael's Parish (St. Agnes)	
Parcel 18A	St. Agnes Church and Rectory	\$

Parcel 19 O'Dwyer Apartments and Vacant Land		
Parcel 19A	O'Dwyer Apartments	\$
Parcel 19B	Vacant Land (51 Hazelwood Crescent, St. John's)	\$
Parcel 20 Ecole Rocher du Nord and Vacant Land		
Parcel 20A	Ecole Rocher du Nord	\$
Parcel 20B	Vacant Land (Ricketts Road, St. John's)	\$
Parcel 20C	Vacant Land (Ricketts Road, St. John's)	\$
Parcel 21 Vacant Land (50 Beaumont Hamel Way, St. John's)		
Parcel 21A	Vacant Land (50 Beaumont Hamel Way, St. John's)	\$
Parcel 21B	Vacant Land - Cemetery (50 Beaumont Hamel Way, St. John's)	\$
Parcel 22 Vacant Land (Branscombe's Pond, Mount Pearl)		
Parcel 22A	Vacant Land (Blackmarsh Road, Mount Pearl)	\$
Parcel 22B	Vacant Land - Cemetery (Topsail Road, Mount Pearl)	\$
Parcel 23 Vacant Land (Beachy Cove Road, Portugal-St. Philip's)		
Parcel 23A	Vacant Land (391-435 Beachy Cove Road)	\$
Parcel 23B	Vacant Land (361-389 Beachy Cove Road)	\$
Parcel 23C	Vacant Land (370-410 Beachy Cove Road)	
Parcel 24 Vacant Land (560-606 Bauline Line, Torbay)		
Parcel 24A	Vacant Land (560-606 Bauline Line, Torbay)	\$
Parcel 24B	Vacant Land - Cemetery (560-606 Bauline Line, Torbay)	\$
Parcel 25 Vacant Land (not adjoining RCECSJ real property)		
Parcel 25A	Vacant Land (21 Holloway Street, St. John's)	\$
Parcel 25B	Vacant Land - Cemetery (60 Newton Road, St. John's)	\$
Parcel 25C	Vacant Land (Octagon Pond, Paradise)	\$
Parcel 25D	Vacant Land (1358-1360 Thorburn Road, Portugal Cove-St. Philip's)	\$
Parcel 25E	Vacant Land (456-466 Bauline Line, Torbay)	\$
Parcel 25F	Vacant Land (27A Piperstock Place, Torbay)	\$
Parcel 25G	Vacant Land (Bullock Town Road, Torbay)	\$
Parcel 25H	Vacant Land (Route 90, Salmonier Arm)	\$

7. This tender is an en bloc tender with respect to the following listed parcels (i.e., Vendor can accept all, but not less than all the tenders for the following parcels):

Parcels: _____

Total amount of our/my en bloc tender is: \$ _____

8. I/We agree, in the event that this tender is accepted, to be bound by the Conditions of Sale dated [date] which shall form part of this tender. I/We agree that the Vendor is not obligated to accept the highest or any tender and may reject any or all tenders.
9. This tender and offer is irrevocable.
10. Enclosed is my/our bank draft payable to "McInnes Cooper in Trust" as a deposit in the amount of:

\$ _____ (\$CAD),

representing 15% of the total amount of our/my tender submitted herein.

DATED at _____ this _____ day of _____ 2022.

Witness

Authorized Signing Officer

Name (please print)

Name (please print)

Appendix A – Detailed Parcel Listing

Parcel 1 - Basilica Complex

Overview



Parcel 1A – Basilica Cathedral (located at 200 Military Rd, St. John's) and adjoining structures, inclusive of:

- Annex – Cathedral to Pastoral Centre
- Pastoral Centre
- Bishop's Library

Parcel 1B – St. Bonaventure's College (located at 2A Bonaventure Ave, St. John's), inclusive of:

- Mullock Hall
- Skinner Building
- Cafeteria/Hallway & Connecting Utility Space
- Gymnasium
- Holland Hall & Fort Townshend - St. Bonaventure's College Field

Parcel 1C – St. Bon's Forum (Ice Rink) (located at 14 Bonaventure Ave, St. John's)

Parcel 1A – Basilica Cathedral and adjoining structures



Site Summary	
Site Area:	3.6 acres
Street Frontage:	314 feet on Bonaventure Avenue, 292 feet on Military Road and 15 feet on Mullock Street
Local Access:	Well located at the northwestern fringe of the St. John's downtown core in the nationally recognized Ecclesiastical District.
Heritage Area:	- Heritage Area #1 - Ecclesiastical District (Federal (National) Historic Site of Canada)
Zoning:	INST - Institutional
Topography:	The Basilica is prominently located on an elevated site, overlooking the city of St. John's and its harbour
Parking:	Large paved on-site parking from the front of Cathedral to the Pastoral Centre

Building Summary	
Layout:	Adjoining buildings: - Cathedral - Annex - Cathedral to Pastoral Centre - Pastoral Centre (Bishop's Palace) - Bishop's Library

Cathedral	
Civic Address:	200 Military Road, St. John's
Number of Stories:	One
Date of Construction:	1841-1855
Gross External Building Area:	29,335 square feet
Services:	Municipal services
Roof Type:	Metal roof
Exterior Walls:	Thick cut stone exterior walls
Windows:	Stained glass windows including a 1905 stained glass window commemorating appointment of the first archbishop of Newfoundland in 1904 and seven stained glass windows by William Warrington.
Ceiling:	Ornate painted plaster ceiling and cornice features to the nave and transept designed and crafted in 1903 by Newfoundland artist Dan Carroll and the Conway family of plasterers, and polychromed in 1955 by the Rambusch Decorating Company of New York
Heating:	Extensive mini-split heat pump system installed in the early 2000s
Heritage Status:	The Cathedral has three levels of heritage status: - Federal (National Historic Site of Canada) - Provincial (Landmark Registered Heritage Structure) - Municipal Entrance Archway also has Municipal Heritage Status
Other Attributes:	- Nine bells, including the St. John Bell in the east tower, cast in Ireland by James Murphy (c 1855); the three large bells of the west tower, cast in Dublin (c1855); and the five smaller bells of the west tower (c1906) - 1955 shrine commemorating the historical ties between Newfoundland and Portugal, and a Casavant organ installed in 1955 to commemorate parishioners who died in World Wars I and II - Marble statuary and carvings by well-known, mid-19th century, Irish, Neo-classical sculptors, including exterior and interior statuary by John Edward Carew (1785-1868), and interior statuary and bas-relief by John Hogan (1800-1858) - Cruciform design with a seven sided apse mostly attached to the rear annex - The crypt under the altar contains the tombs of at least two bishops







Annex (connecting the Cathedral with the Pastoral Centre)	
Civic Address:	200 Military Road, St. John's
Number of Stories:	Two
Date of Construction:	1950s
Gross External Building Area:	16,120 square feet comprised of: - Cathedral annex: 9,430 square feet (main floor is 5,070 square feet and second floor (meeting rooms, Basilica Foundation office) is 4,360 square feet) - Pastoral centre annex: 6,690 square feet (main floor is 3,725 square feet and second floor is 2,965 square feet)
Services:	Municipal services
Structure & Framing:	Poured reinforced concrete frame
Roof Type:	Flat roof has an older pitch and gravel finish
Windows:	Combination of newer vinyl framed thermal windows and older aluminum framed windows
Basement:	Unfinished basement under part of the Cathedral annex
Other Attributes:	- Cathedral component connects with the Sisters of the Presentation Convent ambulatory - Sump pump in basement



Pastoral Centre	
Civic Address:	2B Bonaventure Avenue, St. John's
Number of Stories:	Three
Date of Construction:	Rebuilt in 1923-1924 following a fire that destroyed the original Bishop's Palace
Gross External Building Area:	9,765 square feet over three floors (3,255 square feet per floor) excluding basement
Services:	Municipal services
Roof Type:	Flat roof (torched on rolled bitumen finish) with cornice trim
Exterior Walls:	Combination of locally quarried cut bluestone and freestone/rubblestone from the previous Palace
Interior Walls:	Plaster on lathe and wood studs over thick stone frame
Windows:	Windows are older aluminum framed fixed pane units with lower awning openers
Ceiling Height:	Main floor has around a 13 feet finished ceiling height, second floor is slightly lower and third floor is lower again
Heating:	Oil-fired hot water radiation heating system
Basement:	Partly finished basement covering the entire building footprint is suitable for storage and mechanical/electrical. Basement area is excluded from gross external building area
Elevator:	Small capacity operational elevator
Heritage Status:	Provincial (Registered Heritage Structure)



Bishop's Library	
Civic Address:	2B Bonaventure Avenue, St. John's
Number of Stories:	Two
Date of Construction:	1859
Gross External Building Area:	6,230 square feet (main floor is 3,020 square feet and second floor is 3,210 square feet)
Building Layout:	Second floor library/museum room is not accessible from the main floor components. Its primary access is from the Pastoral Centre. A secondary access/egress is into the Skinner Building
Services:	Municipal services
Structure & Framing:	Stone and masonry construction
Roof Type:	Flat roof
Exterior Walls:	Combination of cut local stone, freestone/rubble stone
Windows:	Central rounded arch window with keystone motif and coloured (not stained) glass in some windows
Ceiling:	High coffered ceiling and detailing
Heritage Status:	Provincial (Landmark Registered Heritage Structure)
Other Attributes:	- Original bookcases in reading room



Parcel 1B – St. Bonaventure’s College



Site Summary	
Site Area:	3.6 acres
Street Frontage:	314 feet on Bonaventure Avenue, 292 feet on Military Road and 15 feet on Mullock Street
Local Access:	Well located at the northwestern fringe of the St. John’s downtown core in the nationally recognized Ecclesiastical District.
Heritage Area:	- Heritage Area #1 - Ecclesiastical District (Federal (National) Historic Site of Canada)
Zoning:	INST - Institutional
Topography:	Entire site is mostly level.
Parking:	Large on-site paved parking
Other Attributes:	Subject to lease agreement as between RCECSJ (landlord) and Catholic Jesuit School Trust Inc. (tenant) for a 25 year term ending on 30 June 2024

Building Summary	
Layout:	<p>Adjoining buildings:</p> <ul style="list-style-type: none"> - Mullock Hall - Skinner Building - Cafeteria/Hallway & Connecting Utility Space - Gymnasium <p>Additionally, the freestanding Holland Hall and St. Bonaventure College Field</p>

Mullock Hall	
Civic Address:	2A Bonaventure Avenue, St. John's
Number of Stories:	Four (including a partial 4th floor attic conversion)
Date of Construction:	1908-09
Gross External Building Area:	24,600 square feet (main floor is 7,065 square feet, second 6,920 square feet, third floor is 6,920 square feet and fourth floor is 3,695 square feet)
Building Layout:	4 storey section comprises main floor administration space and upper floor classrooms 3 storey section comprises the "aula" on the main floor, featuring a stage and an acoustically enhanced ceiling, second floor classroom space and the third floor chapel
Services:	Municipal services
Structure & Framing:	Masonry framed
Roof Type:	Asphalt shingled roof
Exterior Walls:	Painted concrete façade
Windows:	Stained and/or coloured glass windows in chapel
Floors:	Hardwood floors
Heritage Status:	Provincial (Registered Heritage Structure)
Other Attributes:	Chapel has a choir loft at the back



Skinner Building	
Civic Address:	2A Bonaventure Avenue
Number of Stories:	5 storeys (including 5th floor attic conversion)
Date of Construction:	1857-1858
Gross External Building Area:	11,965 square feet (four floors comprise 2,620 square feet each, 5th floor is 1,485 square feet)
Services:	Municipal services
Roof Type:	Steeply pitched asphalt shingled roof finish
Exterior Walls:	Ashlar cut Irish granite to front elevation, masonry structural walls and parged finish to rear elevation
Heritage Status:	Provincial (Landmark Registered Heritage Structure)
Other Attributes:	Approximately 1,460 square feet of the main floor is currently occupied by the St. Bon's College library



Cafeteria/Hallway & Connecting Utility Space	
Civic Address:	2A Bonaventure Avenue, St. John's
Number of Stories:	One
Date of Construction:	Estimated to range from the 1950s to the 1970s
Gross External Building Area:	4,090 square feet comprised of: Cafeteria / Hallway: 2,335 square feet Connecting Utility Space: 1,755 square feet
Building Layout:	Connecting Utility Space: comprises washrooms and mechanical / electrical systems, stairs down to gym
Services:	Municipal services



Gymnasium	
Civic Address:	2A Bonaventure Avenue, St. John's
Number of Stories:	One
Date of Construction:	Estimated to range from the 1950s to the 1970s
Gross External Building Area:	4,630 square feet
Building Layout:	Higher roofed large structure with a raised stage at the side
Services:	Municipal Services
Roof Type:	Metal Q-decking and open web steel joists to the roof with torched on rolled bitumen finish
Exterior Walls:	Concrete block exterior walls



Holland Hall & Fort Townshend (St. Bonaventure's College Field)

Civic Address:	2A Bonaventure Avenue, St. John's
Number of Stories:	Three
Date of Construction:	1950s
Gross External Building Area:	16,315 square feet (lower floor is 5,445 square feet, main floor is 5,390 square feet and second floor is 5,480 square feet)
Building Layout:	Purpose-built school structure with a combination of classroom and mechanical/electrical space to the lower level
Services:	Municipal services
Structure & Framing:	Concrete/masonry framed structure
Heating:	Oil-fired furnace





Parcel 1C – St. Bon’s Forum



Site Summary	
Site Area:	0.51 acres
Street Frontage:	113 feet on Mullock Street
Local Access:	Well located at the northwestern fringe of the St. John’s downtown core in the nationally recognized Ecclesiastical District
Heritage Area:	- Heritage Area #1 - Ecclesiastical District (Federal (National) Historic Site of Canada)
Zoning:	INST - Institutional
Topography:	Primarily level
Parking:	Limited paved parking on-site to south of St. Bon’s Forum

St. Bon’s Forum	
Civic Address:	2A Bonaventure Avenue
Number of Stories:	One
Date of Construction:	1940s/1950s and extended in 1979-1980 (front section comprising office and dressing rooms)
Gross External Building Area:	13,360 square feet
Services:	Municipal services
Structure & Framing:	Wood framed
Roof Type:	Steel joisted and shingled roof to rink section, torched on rolled bitumen finish to front extension’s flat roof
Exterior Walls:	Fibreboard siding strapped over the original clapboard siding
Floors:	Sand floor to rink
Other Attributes:	Skating rink



Parcel 2 – St. Patrick’s Parish

Overview



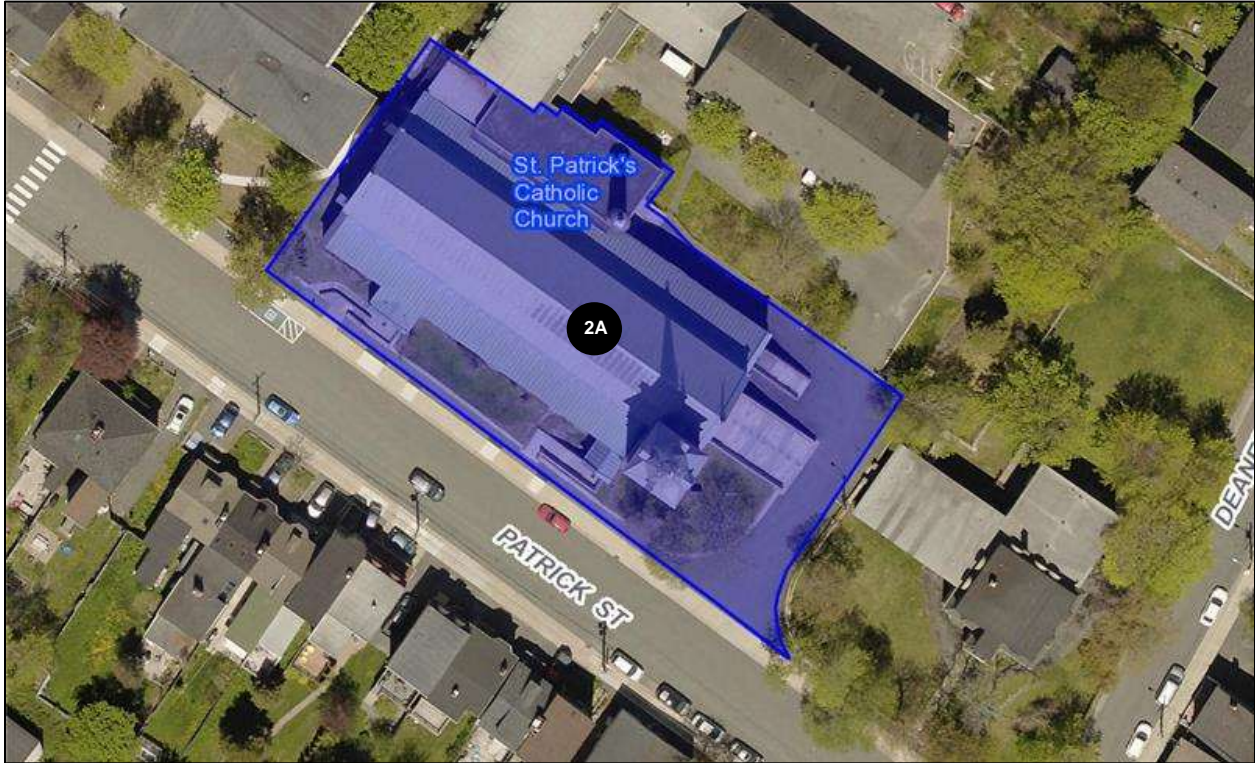
Parcel 2A – St. Patrick’s Church (located at 40 Patrick Street, St. John’s)

Parcel 2B – St. Patrick’s Rectory commonly referred to as the “Deanery” (located at 6 Patrick Street, St. John’s)

Parcel 2C – Vacant Land (located at 18 Deanery Ave, St. John’s)

Parcel 2D – Vacant Land (located at 73 Patrick Street, St. John’s)

Parcel 2A – St. Patrick’s Church



Site Summary	
Site Area:	0.63 acres
Street Frontage:	260 feet on Patrick Street
Local Access:	Located on Patrick Street between Water Street and Hamilton Avenue in a mostly residential neighbourhood just beyond the western fringe of the St. John’s downtown commercial core.
Heritage Area:	Heritage Area #2
Zoning:	INST-DT – Institutional Downtown
Topography:	Site slopes downwards along Patrick Street from northwest to southeast
Parking:	Limited paved parking lot

Church	
Civic Address:	40 Patrick Street
Number of Stories:	Two
Date of Construction:	Between 1864 and 1912
Gross External Building Area:	16,750 square feet comprised of main floor church (12,300 square feet), main floor side annex (2,275 square feet) second floor excluding incinerator stack allowance (2,175 square feet)
Building Layout:	Interior of the building has a central aisle with arcaded side aisles supported by quatrefoil piers. A row of paired lancet windows overlook the clerestory on either side. There are triple-stepped lancet windows in the east and west gable ends, a visual nod to the triple-stepped windows of St. Canice's Cathedral.
Services:	Municipally serviced
Footings & Foundation:	Stone foundation
Structure & Framing:	King post trusses, tie beams and curved struts are carried by the arched roof braces
Roof Type:	Metal steeply gabled nave roof
Exterior Walls:	Exterior is sheathed in rough cut ashlar stone (installed circa.1911) with alternating stone quoining and the arched double front doors are surrounded by sandstone voussoirs
Doors:	Arched, wooden plank doors with sandstone voussoirs and mullioned pointed arch transom above doors
Windows:	Stained glass windows, bell tower lancet window, arched louvred windows, paired lancet windows above clerestory and triple-stepped lancets and rose windows on gable ends
Floors:	Terrazzo, carpet, vinyl tile
Ceiling:	Exposed wood vaulted ceiling with arcaded bays.
Basement:	Partially unfinished
Heritage Status:	The church has three levels of heritage status: <ul style="list-style-type: none"> - Federal (National Historic Site of Canada) - Provincial (Landmark Registered Heritage Structure) - Municipal
Other Attributes:	<ul style="list-style-type: none"> - Bell tower topped with a 19 metre spire, featuring louvered Gothic dormers with cross finials at the peak of each dormer - Arcade with quatrefoil moulding on supporting piers





Parcel 2B – St. Patrick’s Rectory (commonly referred to as the “Deanery”)



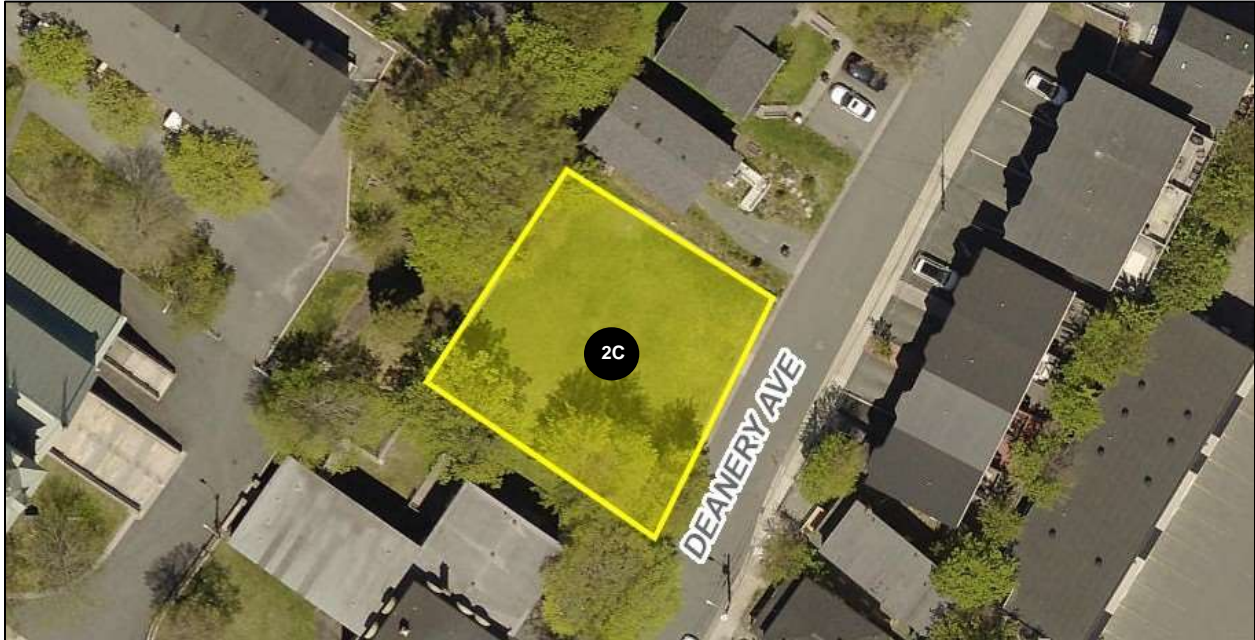
Site Summary	
Site Area:	0.37 acres
Street Frontage:	104 feet on Patrick Street and 139 feet on Deanery Avenue
Local Access:	Located on Patrick Street between Water Street and Hamilton Avenue in a mostly residential neighbourhood just beyond the western fringe of the St. John’s downtown commercial core
Heritage Area:	Heritage Area #2
Zoning:	INST-DT - Institutional Downtown
Topography:	Site slopes downwards along Patrick Street from northwest to southeast
Parking:	Minimal paved parking
Other Attributes:	Maturely landscaped around the building

Rectory and adjoining Parish Office	
Civic Address:	6 Patrick Street
Number of Stories:	Rectory: Three storeys with a partial unfinished basement Office extension: Two storeys
Date of Construction:	Rectory built in 1884-85 Office extension in the 1950s
Gross External Buidling Area:	Rectory is 6,630 square feet comprised of main floor (2,730 square feet), second floor (2,730 square fee) and third floor (1,170 square feet) Office extension 3,770 square feet comprise of two floors of 1,885 square feet
Building Layout:	Rectory has seven bedrooms, six bathrooms, kitchen, dining room, several living/sitting areas and storage rooms. Main floor office section has a waiting-reception area, five offices, a washroom and three storage rooms. Second floor office section has an open hall/meeting room, washrooms, kitchen and a small chapel
Services:	Municipally serviced
Footings & Foundation:	Rectory: Stone and mortar foundation Office: concrete slab on grade with concrete foundation wall and footings
Roof Type:	Mansard roof structure, torched on rolled bitumen finish
Exterior Walls:	Mostly painted clapboard, poured concrete wall (painted, otherwise unfinished) to office extension's main floor
Windows:	Wood framed single pane windows
Floors:	Hardwood, carpet, and vinyl
Heating:	Oil fired hot water radiation heat throughout
Basement:	Partial unfinished basement
Electrical:	200 amp electrical service
Heritage Status:	Rectory has two levels of heritage status: - Provincial (Registered Heritage Structure) - Municipal





Parcel 2C – Vacant Land



Site Summary	
Civic Address:	18 Deanery Avenue
Site Area:	0.16 acres
Street Frontage:	85 feet on Deanery Avenue
Local Access:	Located on Deanery Avenue in a mostly residential neighbourhood just beyond the western fringe of the St. John's downtown commercial core
Heritage Area:	Heritage Area #2
Zoning:	INST-DT - Institutional Downtown
Topography:	Sodded and slopes up toward the back
Parking:	None
Other Attributes:	Municipal service available



Parcel 2D – Vacant Land



Site Summary

Civic Address:	73 Patrick Street
Site Area:	0.67 acres
Street Frontage:	47 feet on Patrick Street
Local Access:	Located on Patrick Street between Water Street and Hamilton Avenue in a mostly residential neighbourhood just beyond the western fringe of the St. John's downtown commercial core
Zoning:	INST-DT - Institutional Downtown
Topography:	Mostly flat
Parking:	Site is currently used as parking for St. Patrick's Church
Other Attributes:	Municipal service available



Parcel 3 – St. Teresa's Parish

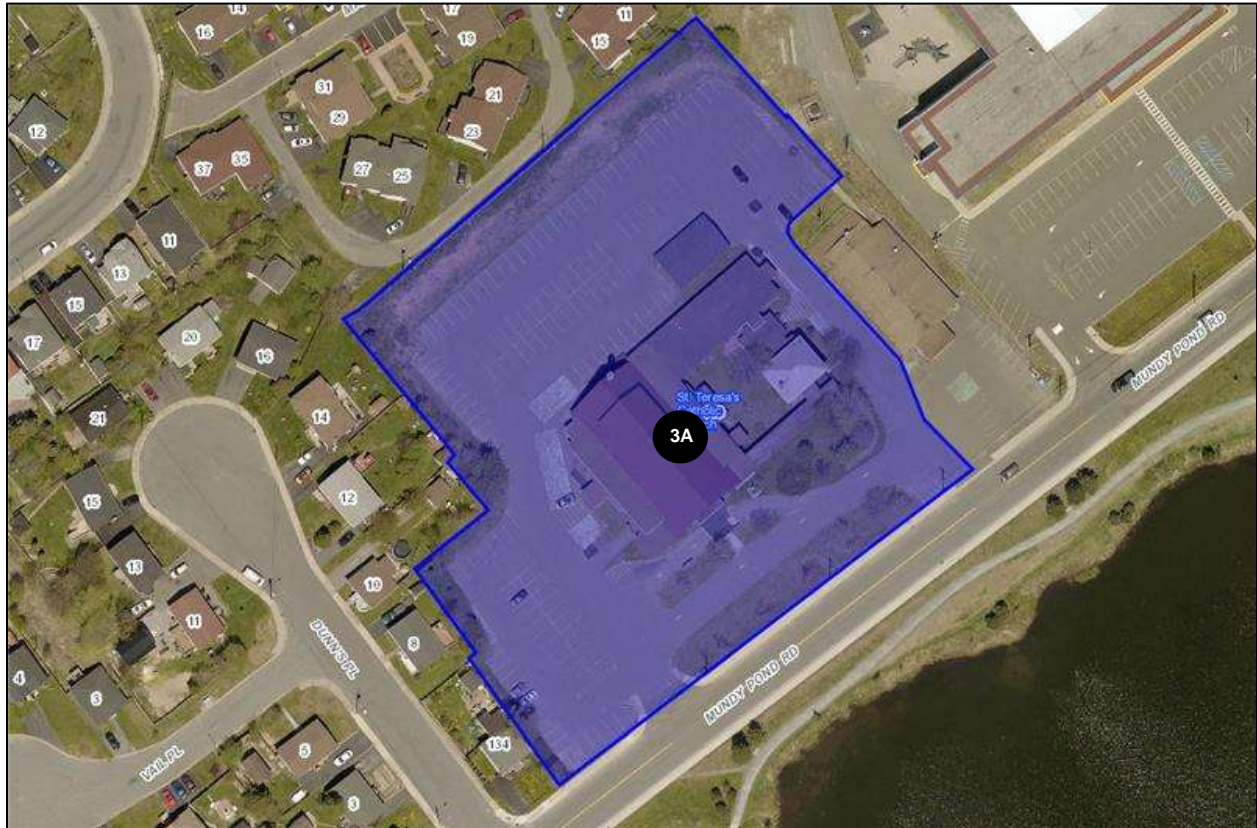
Overview



Parcel 3A – St. Teresa's Church and other adjoining structures (120 Mundy Pond Rd, St. John's)

Parcel 3B – St. Teresa's Hall (120 Mundy Pond Rd, St. John's)

Parcel 3A – St. Teresa’s Church and other adjoining structures



Site Summary	
Site Area:	3.37 acres
Street Frontage:	340 feet on Mundy Pond Road
Local Access:	Well located on Mundy Pond Road in midtown western St. John's, overlooking Mundy Pond.
Zoning:	INST - Institutional
Topography:	Site grade rises gently from Mundy Pond Road frontage
Parking:	Substantial side and rear parking
Other Attributes:	Front of lot landscaping

Building Summary	
Layout:	<p>Five adjoining structures, namely:</p> <ul style="list-style-type: none"> - Church - Former Monastery - Reception / Office linking the Monastery and Rectory - Rectory - Enclosed walkway annex linking the Rectory to the Church <p>Additionally, three-bay detached garage</p>

Church	
Civic Address:	120 Mundy Pond Road
Number of Stories:	One
Date of Construction:	1960s with renovations, including the finished basement, in circa.1993
Gross External Building Area:	10,330 square feet excluding the finished portion of basement
Services:	Municipal services
Structure & Framing:	Wood and masonry framed
Roof Type:	Metal roof finish over wood board deck
Exterior Walls:	Primarily metal siding with some metal panels to front upper gable
Windows:	Aluminum framed windows
Ceiling:	Exposed wood boards
Ceiling Height:	Vaulted ceiling with solid lumber beams (no "glulam" beams)
Basement:	Partial finished basement, partial full height unfinished basement and remainder is crawl space
Other Attributes:	Intricate wood carvings where the posts and beams meet



Monastery	
Civic Address:	120 Mundy Pond Road
Number of Stories:	Two
Date of Construction:	Early 1960s
Gross External Building Area:	8,520 square feet (4,260 square feet per floor).
Building Layout:	Comprises kitchen, living, dining, bedroom and washroom facilities for live-in priests. Part of the upper floor now comprises parish office space
Services:	Municipal services
Structure & Framing:	Masonry framed
Exterior Walls:	Vinyl siding
Windows:	Vinyl framed windows
Floors:	Hardwood, laminate, carpet and ceramic tile
Ceiling:	Drop ceiling tiles
Electrical:	400 amp electrical service with two meters located in the lower level utility room



Reception / Office (links Monastery and Rectory)

Civic Address:	120 Mundy Pond Road
Number of Stories:	One
Date of Construction:	Early 1960s
Gross External Building Area:	600 square feet
Services:	Municipal services
Footings & Foundation:	Concrete slab on grade
Structure & Framing:	Wood framed
Floors:	Ceramic tile, carpet



Rectory

Civic Address:	120 Mundy Pond Road
Number of Stories:	Two
Date of Construction:	Understood to have been built 1929-1932
Gross External Building Area:	2,260 square feet comprised of main floor (1,465 square feet) and second floor (1,155 square feet) excluding basement
Services:	Municipal servicing to the site
Footings & Foundation:	Wood framed structure
Exterior Walls:	Vinyl framed windows
Basement:	Finished basement occupied by a community food bank



Walkway (links Rectory and Church)

Civic Address:	120 Mundy Pond Road
Number of Stories:	One
Date of Construction:	1929-1932
Gross External Building Area:	765 square feet
Services:	Municipal services
Footings & Foundation:	Built off the ground on posts
Structure & Framing:	Wood framed
Exterior Walls:	Wood siding
Interior Walls:	Exposed wood boards



Detached Garage

Civic Address:	120 Mundy Pond Road
Number of Stories:	One
Date of Construction:	Early 1960s
Gross External Building Area:	1,425 square feet
Building Layout:	Three bay garage
Services:	Municipal services
Structure & Framing:	Masonry framed
Roof Type:	Shingles (re-shingled 10 years ago)
Exterior Walls:	Stone and vinyl siding
Floors:	Poured concrete
Electrical:	Power sourced from the church complex (60 amp sub-panel in the garage)



Parcel 3B – St. Teresa’s Hall



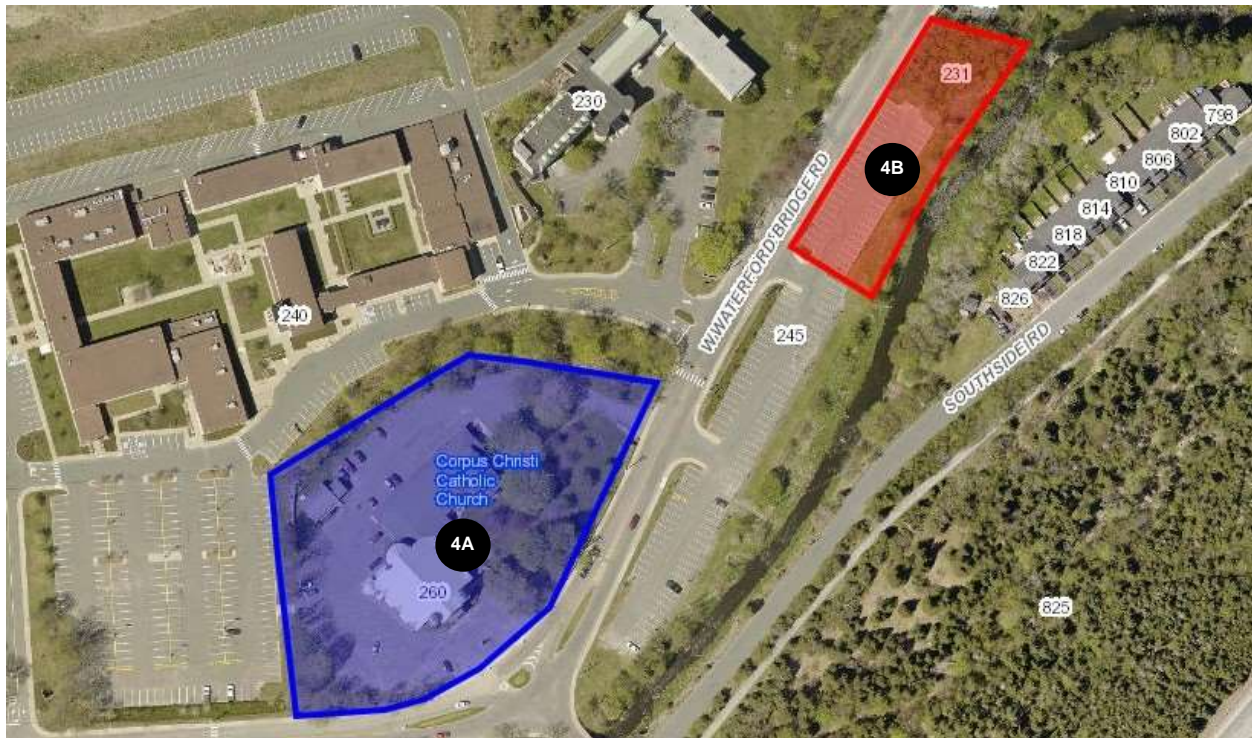
Site Summary	
Site Area:	0.4 acres
Street Frontage:	86 feet on Mundy Pond Road
Local Access:	Well located on Mundy Pond Road in midtown western St. John’s, overlooking Mundy Pond.
Zoning:	INST - Institutional
Topography:	Site grade rises slightly from Mundy Pond Road frontage
Parking:	Paved parking portion in the front of Parish Hall

Parish Hall	
Civic Address:	120 Mundy Pond Road
Number of Stories:	One
Date of Construction:	1950s for church use then modified in early 1960s for the parish hall use and renovated in 1993/1994 with addition of commercial kitchen in 2011/2012
Gross External Building Area:	6,270 square feet.
Building Layout:	Large open plan main hall, commercial kitchen, two bathrooms, bar area, and storage room
Services:	Municipal services
Footings & Foundation:	Concrete slab foundation
Structure & Framing:	Masonry and steel framed structure
Roof Type:	Roof shingles
Exterior Walls:	Brick
Windows:	Aluminum framed windows
Floors:	Terrazzo floors
Electrical:	400 amp electrical service (added in 2012)



Parcel 4 – Corpus Christi Parish

Overview



Parcel 4A – Corpus Christi Church, Parish Office and Community Centre (located at 260 Waterford Bridge Road, St. John's)

Parcel 4B – Vacant land (located at 231 Waterford Bridge Road, St. John's)

Parcel 4A – Corpus Christi Church, Parish Office and Community Centre



Site Summary	
Site Area:	2.7 acres
Street Frontage:	566 feet on Waterford Bridge Road
Local Access:	Located in western St. John's near Columbus Drive crosstown arterial and a short distance from downtown St. John's via Waterford Bridge Road and Water Street. Site adjoins the Tower Corporate Campus office complex and Littledale seniors assisted living facility
Zoning:	INST - Institutional
Topography:	Primarily level
Parking:	Paved parking to the side and rear
Other Attributes:	Mature landscaping

Building Summary	
Layout:	<p>Three adjoining structures, namely:</p> <ul style="list-style-type: none"> - Church - Parish Office - Community Centre <p>Additionally, detached St. Vincent de Paul building</p>

Church	
Civic Address	260 Waterford Bridge Road
Number of Storeys:	One
Date of Construction:	1920s with wings with steel framing supports added in the 1960s.
Gross External Building Area:	8,160 square feet
Services:	Municipal services
Structure & Framing:	Wood frame structure with steel framing supports added circa. 1960
Roof Type:	Copper/metal roof
Exterior Walls:	Primarily vinyl siding
Windows:	Combination of leaded stained glass and vinyl windows
Ceiling Height:	Centre is 22 feet with 7.5 feet at the perimeter
Heating:	Oil fired hot water radiation heating system
Basement:	Combination of unfinished basement and crawl space
Electrical:	Main electrical is 125-amp
Other Attributes:	- Organ/choir loft - Two towers at the front



Parish Office and Community Centre	
Civic Address	260 Waterford Bridge Road
Number of Storeys:	Community Centre: One Parish Office: Two
Date of Construction:	Community Centre: Late 2000s Parish Office: Originally built in the 1920s
Gross External Building Area:	9,065 square feet in total for Parish Hall and Parish Office excluding basement under Parish Hall
Building Layout:	Community Centre: Open hall space, functional meeting room and storage space Parish Office: Main floor comprises the parish reception and offices with a commercial kitchen that was installed when the community centre annex was extended. Second floor comprises meeting rooms and two washrooms
Services:	Municipal services
Footings & Foundation:	Concrete slab
Structure & Framing:	Wood and steel framed
Roof Type:	Shingles
Windows:	Vinyl windows
Ceiling:	High sloping ceiling.
Heating:	Parish Office: Oil-fired hot water radiation heating system Community Centre: Concrete slab in-floor heat
Basement:	Partial finished basement under rectory.
Electrical:	800 amp single phase electrical service
Elevator:	635 kg capacity elevator.



Parcel 4B – Vacant Land



Site Summary	
Civic Address	231 Waterford Bridge Road, St. John's
Site Area:	0.7 acres
Street Frontage:	305 feet on Waterford Bridge Road
Local Access:	Located in western St. John's near Columbus Drive crosstown arterial and a short distance from downtown St. John's via Waterford Bridge Road and Water Street. Site adjoins the Tower Corporate Campus office complex and Littledale seniors assisted living facility
Zoning:	R1 - Residential 1
Topography:	Site slopes gradually along Waterford Bridge Road from southwest to northeast
Parking:	Large paved parking lot



Parcel 5 – St. Pius X Parish

Overview



Parcel 5A – St. Pius X Church and St. Pius Junior High School (located at 12 Smithville Crescent, St. John's)

Parcel 5B – St. Pius X Rectory (located at 16 Smithville Crescent, St. John's)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights.

Parcel 5A – St. Pius X Church and St. Pius X Junior High School



Site Summary	
Site Area:	1.6 acres
Street Frontage:	179 feet on Smithville Crescent
Local Access:	Located in the midtown Churchill Park area of St. John's near Confederation Building and Memorial University campus. Adjoins Rennies River Elementary School and Gonzaga High School
Zoning:	INST - Institutional
Topography:	Natural site grade rises slightly in a northwesterly direction
Parking:	Limited paved parking provision at entrance of Church

Church	
Civic Address:	12 Smithville Crescent
Number of Stories:	One
Date of Construction:	1975/1976
Gross External Building Area:	12,990 square feet (excludes the church vestibule entrance, which is located in a separate structural component)
Building Layout:	Irregular shaped (broadly circular) building configuration
Services:	Municipal services
Footings & Foundation:	Sloped concrete floor slab
Structure & Framing:	Concrete block with laminated wood beam framing and some wood framing
Roof Type:	Multi-level roof system with copper roof finish to dome and torched on rolled bitumen to remainder
Exterior Walls:	Face brick exterior
Windows:	Aluminum framed double glazed windows
Ceiling:	Stained pine and laminated beams to ceiling in church, ceiling tile on T-bar in office areas
Other Attributes:	Dome and skylight



St. Pius X Junior High School	
Civic Address:	150 Elizabeth Avenue
Number of Stories:	One
Date of Construction:	Initial build (mid-late 1950s): Two storey structure comprising main floor Parish Hall First extension (early 1960s): One storey school structure behind and connected to the initial two storey structure Second extension (1973-74): Mostly one storey school structure with a small two storey component at the front
Gross External Building Area:	34,340 square feet
Building Layout:	Initially built two storey section comprises the higher ceiling main floor parish hall and former school space on the second floor. The two single storey additions comprise former school space
Services:	Municipal services
Structure & Framing:	Masonry, concrete and steel framed
Roof Type:	Torched on rolled bitumen membrane roof finish and flat roof systems
Windows:	Aluminum framed doubled glazed windows with lower awning openers
Floors:	Concrete structural floors
Heating:	Oil-fired hot water radiation heating system
Electrical:	800 amp electrical service
Other Attributes:	Leased to the Association for New Canadians (excluding the Parish Hall)



Parcel 5B – St. Pius X Rectory



Site Summary	
Site Area:	0.82 acres
Street Frontage:	264 feet on Smithville Crescent
Local Access:	Located in the midtown Churchill Park area of St. John's near Confederation Building and Memorial University campus. Adjoins Gonzaga High School
Zoning:	INST - Institutional
Topography:	Natural site grade rises slightly in a northwesterly direction
Parking:	Adequate paved parking

Rectory	
Civic Address:	16 Smithville Crescent
Number of Stories:	Two
Date of Construction:	Built in 1964.
Gross External Building Area:	6,455 square feet (excluding the basement)
Building Layout:	Main floor comprises the parish office off the entrance. The building retains its originally designed layout and features, including a kitchen, living / dining area, bedrooms and washrooms
Services:	Municipal services
Structure & Framing:	Wood and/or masonry framed
Roof Type:	Flat roof system
Exterior Walls:	Metal siding and panels over rigid insulation and original face brick exterior finish.
Windows:	Aluminum framed vertical and horizontal sliders.
Heating:	Oil fired hot water radiation heating system.
Basement:	Partially finished



Parcel 6 – Mary Queen of Peace Parish

Overview



Parcel 6A – Mary Queen of Peace Church (located at 135 Torbay Road, St. John’s) and Rectory (located at 133 Torbay Road, St. John’s)

Parcel 6B – Mary Queen of Peace Hall (located at 101 MacDonald Drive, St. John’s)

Parcel 6A – Mary Queen of Peace Church and Rectory

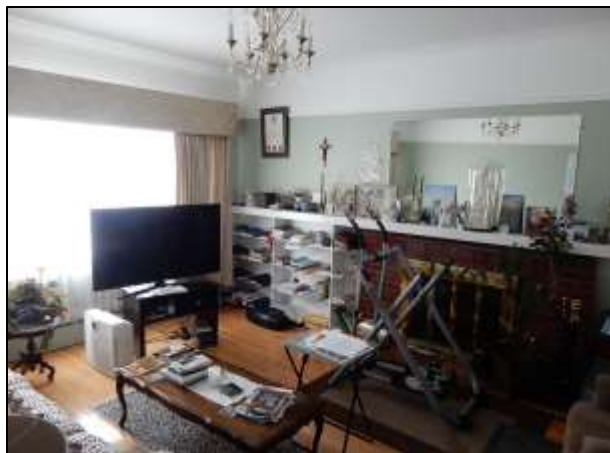


Site Summary	
Site Area:	2.51 acres
Street Frontage:	126 feet on Torbay Road
Local Access:	Well located in the east end of St. John's near the MacDonald Drive-Torbay Road arterial intersection. Adjoins a neighbourhood retail strip mall/plaza at the intersection. Mix of retail, high and low density residential, long term care living facilities and institutional uses in the immediate area
Zoning:	INST - Institutional
Topography:	Primarily level
Parking:	Adequate paved parking provision for the Church and Rectory

Church	
Civic Address:	133 Torbay Road
Number of Stories:	One
Date of Construction:	1988
Gross External Building Area:	17,500 square feet (excluding finished basement)
Services:	Municipal services
Structure & Framing:	Wood, masonry and steel framed structure
Roof Type:	Torched on rolled bitumen membrane roof finish, lower height roof to front foyer section, higher height roof to rear church
Exterior Walls:	Mostly face brick and metal siding with stone to front foyer and rear elevations
Interior Walls:	Stained pine walls, stone to rear of altar and drywall to offices/meeting rooms off the foyer
Windows:	Aluminum framed windows, some stained-glass windows
Ceiling:	Stained pine ceiling in church
Ceiling Height:	Church ceiling height varies with maximum height of 22 feet with skylight above the altar. Lower ceiling height at the perimeter and in the front foyer
Basement:	Partial full height finished basement (around 900 square feet of finished basement space)
Electrical:	800 amp electrical service
Other Attributes:	Sump pump in basement



Rectory/Office	
Civic Address:	135 Torbay Road
Number of Stories:	Rectory: Two storey with at-grade basement (effectively three storeys at the front) and fully below grade at the back Office annexes: One storey
Date of Construction:	1964 with two subsequent extensions
Gross External Building Area:	3,920 square feet (excluding basement)
Building Layout:	Rectory main floor accessed via steps up from ground level has a living/dining room, kitchen, bedroom with a 4 piece ensuite bathroom. Second floor has two "suites" featuring a bedroom, sitting room/office and ensuite bathrooms
Services:	Municipal services
Structure & Framing:	All wood framed construction
Roof Type:	Shingles to original rectory roof, moss-covered pitch and gravel roof to meeting room (left side) annex, torched on rolled bitumen finish to parish office (right side) annex
Windows:	Vinyl casement and fixed pane windows throughout
Heating:	Oil-fired hot water radiation heating system to the Rectory Electric baseboard heat in the office annexes
Basement:	Rectory basement is at-grade in front and fully below grade at the back
Electrical:	125 amp electrical service in the Rectory basement



Parcel 6B – Mary Queen of Peace Hall



Site Summary	
Site Area:	7.14 acres
Street Frontage:	583 feet on MacDonald Drive
Local Access:	Well located in the east end of St. John's near the MacDonald Drive-Torbay Road arterial intersection. Adjoins a neighbourhood retail strip mall/plaza at the intersection. Mix of retail, high and low density residential, long term care living facilities and institutional uses in the immediate area
Zoning:	INST - Institutional (primarily) O - Open Space (limited strip of land on the eastern border of site)
Topography:	Primarily level
Parking:	Substantial paved parking provision for the Parish Hall

Parish Hall	
Civic Address:	101 MacDonald Drive
Number of Stories:	One
Date of Construction:	1976 -1977
Gross External Building Area:	11,050 square feet
Building Layout:	Washrooms off the front foyer
Services:	Municipal services
Structure & Framing:	Masonry (concrete block) and steel framed construction
Interior Walls:	Plastered and painted drywall to walls.
Floors:	Vinyl tile floor to front section, quarry tile floor to back section.
Ceiling:	Ceiling tile on T-bar frame.
Ceiling Height:	9 ½ - 10 feet finished ceiling height to the front section, 13 feet finished ceiling height to open back section.
Electrical:	800 amp main electrical service.
Other Attributes:	Five year lease term with Kenmount Bingo Corporation commenced on July 1, 2020 with current annual rent of \$123,624 (Year 2 of renewal). Rent increases by 2% per year in Years 3 - 5 of the term





Parcel 7 – St. Paul's Parish

Overview



Parcel 7A – St. Paul's Church (located at 340 Newfoundland Drive, St. John's)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in this Parcel may be subject to certain rights.

Parcel 7A – St. Paul’s Church



Site Summary	
Site Area:	0.85 acres
Street Frontage:	205 feet on Newfoundland Drive
Local Access:	Well located in the suburban east end of St. John's in a mostly low density residential neighbourhood
Zoning:	INST - Institutional
Topography:	Level
Parking:	None
Other Attributes:	Adjoins St. Paul's Junior High School

Church	
Civic Address:	340 Newfoundland Drive, St. John's
Number of Stories:	One
Date of Construction:	Mid 1980s
Gross External Building Area:	6,480 square feet
Services:	Municipal services
Footings & Foundation:	Irregular shaped slab on grade structure
Structure & Framing:	Wood and steel framed construction
Roof Type:	Torched on rolled bitumen membrane
Exterior Walls:	Exterior cladding is face brick to the front and metal panels to the back
Windows:	Windows are metal sealed upper units with lower awning openers
Heating:	Electric space heaters throughout
Electrical:	600 amp electrical panel
Other Attributes:	Adjoins St. Paul's Junior High School



Parcel 8 – Mary Queen of the World Parish

Overview



Parcel 8A – Mary Queen of the World Church (located at 775 Topsail Road, Mount Pearl) and Mary Queen of the World Rectory (located at 777 Topsail Road, Mount Pearl)

Parcel 8B – Vacant land (located on Topsail Road, Mount Pearl)

Parcel 8C – Vacant land (located on Topsail Road, Mount Pearl)

Parcel 8D – Vacant land (located on Pinebud Crescent, Mount Pearl)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights.

Parcel 8A – Mary Queen of the World Church and Rectory



Site Summary	
Site Area:	3.57 acres
Street Frontage:	303 feet on Topsail Road
Local Access:	Well located in a mixed use area on the Topsail Road arterial in the City of Mount Pearl
Zoning:	PB - Community and Public Service
Topography:	Site slopes up slightly from Topsail Road
Parking:	Adequate on-site paved parking behind the Church

Church	
Civic Address:	775 Topsail Road, Mount Pearl
Number of Stories:	One
Date of Construction:	1984 and extended at the front in 2005
Building size:	16,230 square feet (main floor is 8,640 square feet and basement is 7,590 square feet)
Building Layout:	Basement includes small and large meeting rooms, kitchen, two large washrooms, food bank space
Services:	Municipal services
Footings & Foundation:	Concrete floor slab on grade to the back extension only with full finished basement with concrete floor to the remainder
Structure & Framing:	Wood and masonry framed with structural steel beams
Roof Type:	Shingles on wood roof deck
Exterior Walls:	Face brick exterior
Windows:	Aluminum framed sealed windows to the front.
Ceiling Height:	16 - 17 feet at centre peak of Church, 9 feet at wings and 9 feet finished ceiling height in basement
Heating:	Electric wall mounted space heaters and some electric baseboard heaters
Basement:	Fully functional finished basement serving as a parish hall / community centre
Electrical:	600 amp main electrical service
Elevator:	250 kg capacity elevator
Other Attributes:	Air exchange system installed in 2005



Rectory	
Civic Address:	777 Topsail Road, Mount Pearl
Number of Stories:	Two
Date of Construction:	1960
Gross External Building Area:	4,980 square feet (main floor is 2,994 square feet and second floor is 1,986 square feet)
Services:	Municipal services
Footings & Foundation:	Slab-on-grade garage
Structure & Framing:	Wood framed
Basement:	Partial full height unfinished basement



Parcel 8B – Vacant Land



Site Summary	
Civic Address:	Topsail Road, Mount Pearl
Site Area:	2.42 acres
Street Frontage:	416 feet on Topsail Road
Local Access:	Well located in a mixed use area on the Topsail Road arterial in the City of Mount Pearl
Zoning:	PB - Community and Public Service CON - Conservation (small strip of land on the southern border of Parcel 9B) CM - Commercial Mixed (small strip of land on the western border of Parcel 9B)
Topography:	Wooded site slopes down from Topsail Road
Parking:	Sizable parking lot located in front of Sister's Convent building



Parcel 8C – Vacant Land



Site Summary	
Civic Address:	Located behind Parcel 9A and 9E on Topsail Road, Mount Pearl
Site Area:	0.63 acres
Street Frontage:	None
Local Access:	Well located in a mixed use area on the Topsail Road arterial in the City of Mount Pearl
Zoning:	CON - Conservation
Topography:	Wooded, level site
Parking:	None



Parcel 8D – Vacant Land



Site Summary	
Civic Address:	Located behind 12 Pinebud Crescent, Mount Pearl
Site Area:	0.12 acres
Street Frontage:	None
Local Access:	Well located in a mixed use area on the Topsail Road arterial in the City of Mount Pearl
Zoning:	RMD - Residential Medium Density
Topography:	Site slopes down from Pinebud Crescent
Parking:	None



Parcel 9 – St. Peter’s Parish

Overview



Parcel 9A – St. Peter’s Church (located at 110 Ashford Drive, Mount Pearl)

Parcel 9B – St. Peter’s Rectory (located at 112 Ashford Drive, Mount Pearl)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights. Additionally, the May 2000 Agreement identifies competing ownership interests in the above lands as between the RCECSJ and the Avalon East School Board and/or successor school board entities.

Parcel 9A – St. Peter’s Church



Site Summary	
Site Area:	1.02 acres
Street Frontage:	116 feet on Ashford Drive
Local Access:	Located on a mostly low density residential street next to two operational schools and near the Salvation Army citadel. Near all retail and general commercial amenities in the City of Mount Pearl
Zoning:	PB - Community and Public Service
Topography:	Site is level at the front, grade rises behind the Church
Parking:	Limited on-site paved parking
Other Attributes:	Prospective bidders are directed to review the May 2000 Agreement which identifies competing ownership interests in the above land as between the RCECSJ and the Avalon East School Board and/or successor school board entities

Church	
Civic Address:	110 Ashford Drive, Mount Pearl
Number of Stories:	One
Date of Construction:	2001 - 2002
Gross External Building Area:	20,580 square feet (main floor is 10,290 square feet and basement is 10,290 square feet)
Building Layout:	Basement is fully finished, includes the parish office, classrooms, daycare, kitchen, washrooms and foodbank
Services:	Municipal services
Footings & Foundation:	Concrete floor slab to the full finished basement
Structure & Framing:	Wood and masonry framed with structural steel beams. Wood joist and/or steel beam system to main floor
Roof Type:	Torched on rolled bitumen roof finish
Exterior Walls:	Face brick exterior
Windows:	Aluminum framed sealed windows with lower awning openers. Some single pane stained/coloured glass with protective Lexan to the outside
Ceiling Height:	19 feet at centre peak of church, 8 feet at perimeter and 9 feet in basement
Heating:	Electric wall mounted space heaters with some electric baseboard heaters
Basement:	Designed and built with a fully functional finished basement serving as a parish hall / community centre
Electrical:	800 amp main electrical service
Elevator:	454 kg capacity elevator
Other Attributes:	Air exchange systems installed for both floors



Parcel 9B – St. Peter’s Rectory



Site Summary	
Site Area:	0.33 acres
Street Frontage:	91 feet on Ashford Drive
Local Access:	Located on a mostly low density residential street next to two operational schools and near the Salvation Army citadel. Near all retail and general commercial amenities in the City of Mount Pearl
Zoning:	RMD - Residential Medium Density
Topography:	Site is level at the front and grade rises behind the Rectory
Parking:	Paved parking (driveway)
Other Attributes:	Prospective bidders are directed to review the May 2000 Agreement which identifies competing ownership interests in the above land as between the RCECSJ and the Avalon East School Board and/or successor school board entities

Rectory	
Civic Address:	112 Ashford Drive, Mount Pearl
Number of Stories:	Two
Date of Construction:	Mid 1980s
Building size:	2,455 square feet excluding basement and garage (main floor is 1,255 square feet and second floor is 1,200 square feet)
Building Layout:	Main floor: entrance, living room, dining room, kitchen, 1.5 bathrooms, office Second floor: 4 bedrooms (two are connected), 2 bathrooms
Services:	Municipal services
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingles
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall
Windows:	Vinyl sash double glazed windows
Floors:	Carpet, vinyl, laminate, hardwood
Ceiling:	Drywall
Heating:	Electric baseboard
Basement:	Full height mostly finished basement (1,167 square feet)
Electrical:	200 amp service
Other Attributes:	- Attached garage (auto door opener) - HR Ventilator - Basement has three sump pumps



Parcel 10 - Holy Family Parish

Overview



Parcel 10A – Holy Family Church (located at 69 St Thomas Line, Paradise)

Parcel 10B – Holy Family Rectory (located at 69A St Thomas Line, Paradise)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights. Additionally, the May 2000 Agreement identifies competing ownership interests in the above lands as between the RCECSJ and the Avalon East School Board and/or successor school board entities.

Parcel 10A – Holy Family Church



Site Summary	
Site Area:	1.42 acres
Street Frontage:	324 feet on Ridgewood Drive and 147 feet on St. Thomas Line
Local Access:	Located in a mostly residential neighbourhood of the town of Paradise, to the west of Mount Pearl and St. John's
Zoning:	PU - Public Use
Topography:	Site is broadly level, grade rises very slightly from St. Thomas Line
Parking:	Limited on-site paved parking with some treed surplus land behind the church suitable to existing parking area
Other Attributes:	Prospective bidders are directed to review the May 2000 Agreement which identifies competing ownership interests in the above lands as between the RCECSJ and the Avalon East School Board and/or successor school board entities

Church	
Civic Address:	65 St. Thomas Line, Paradise
Number of Stories:	One
Date of Construction:	1984
Gross External Building Area:	5,720 square feet.
Services:	Municipal water service, on-site septic system
Footings & Foundation:	Slab on grade
Structure & Framing:	Wood framed
Roof Type:	Shingles on pitched roof deck
Windows:	Aluminum fixed pane windows. Vinyl horizontal sliders elsewhere, some originally installed coloured glass
Ceiling:	Stained pine ceiling and laminated wood roof beams.
Ceiling Height:	22 feet to peak and 13 feet at perimeter of the main central structure with two lower height wings
Heating:	Wall mounted electric space heaters throughout
Electrical:	600 amp main electrical service
Other Attributes:	Two 2 piece washrooms



Parcel 10B – Holy Family Rectory



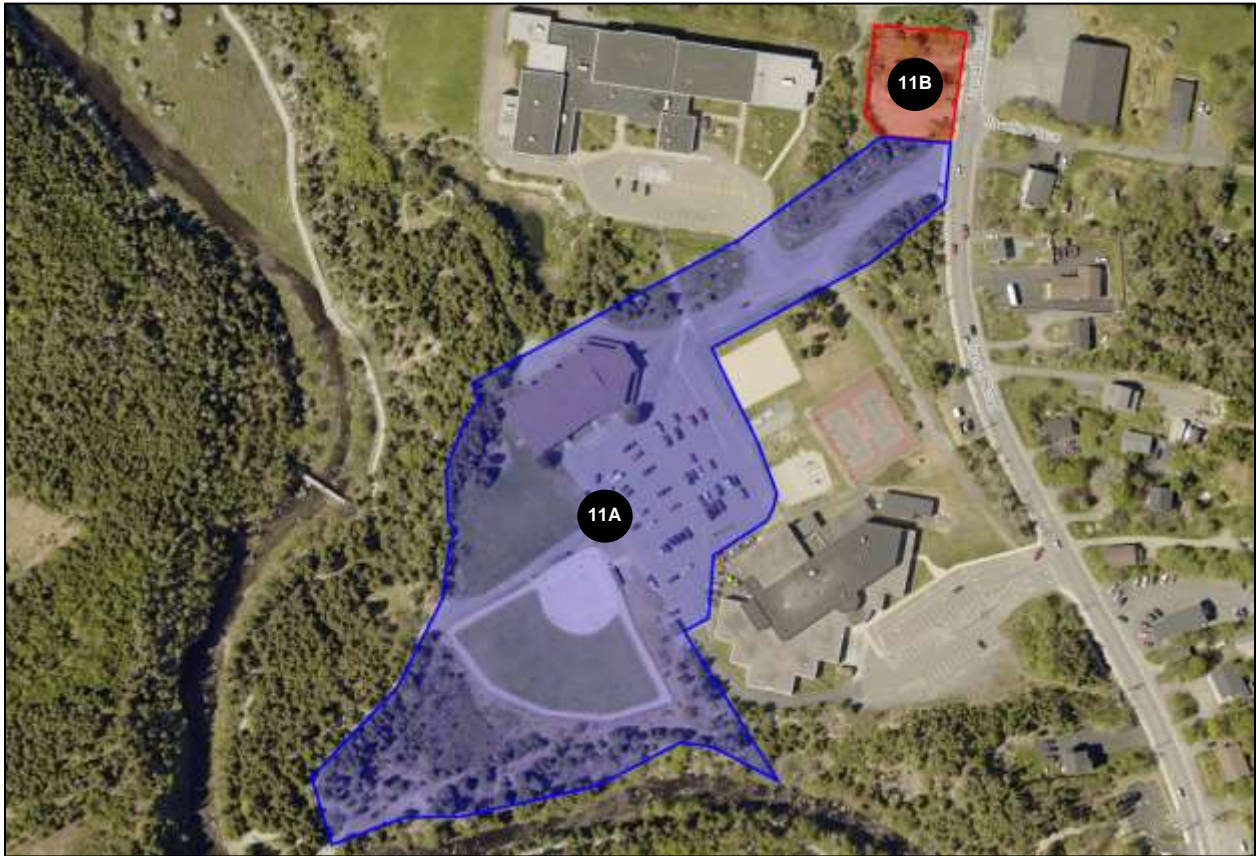
Site Summary	
Site Area:	0.86 acres
Street Frontage:	292 feet on Rosewell Place and 61 feet on St. Thomas Line
Local Access:	Located in a mostly residential neighbourhood of the town of Paradise, to the west of Mount Pearl and St. John's
Zoning:	PU - Public Use
Topography:	Site is broadly level, grade rises very slightly from St. Thomas Line.
Parking:	Adequate on-site paved parking
Other Attributes:	Prospective bidders are directed to review the May 2000 Agreement which identifies competing ownership interests in the above lands as between the RCECSJ and the Avalon East School Board and/or successor school board entities

Rectory	
Civic Address:	65 St. Thomas Line, Paradise
Number of Stories:	Two
Date of Construction:	1986
Gross External Building Area:	2,632 square feet (excluding basement)
Building Layout:	Main floor: Entrance, living room, dining room, kitchen, 1.5 bathrooms Second floor: 3 bedrooms, 2 bathrooms
Services:	Municipal service
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingles on pitched roof deck
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall
Windows:	Vinyl sash double glazed windows
Floors:	Vinyl, laminate, ceramic tiles, hardwood
Ceiling:	Drywall
Heating:	Electric baseboard
Basement:	Mostly unfinished full height basement (1,432 square feet)
Electrical:	200 amp service
Other Attributes:	- HR Ventilator - Shed on the property



Parcel 11 – St. Thomas of Villanova Parish

Overview



Parcel 11A – St. Thomas of Villanova Church (located at 2696 Topsail Road, Conception Bay South) and vacant land (ball field)

Parcel 11B – St. Thomas of Villanova Rectory (located at 2690 Topsail Road, Conception Bay South)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights.

Parcel 11A – St. Thomas of Villanova Church & Vacant Land (Ball Field)



Site Summary	
Site Area:	7.69 acres
Street Frontage:	85 feet on Topsail Road
Local Access:	Located on Topsail Road in the Manuels district of the town of Conception Bay South
Zoning:	P - Public; OSC - Open Space Conservation (small strip of land on the southern border of Parcel 12A)
Topography:	The rearmost land beyond that allocated to the church/parish hall takes in the Manuels River Walking Trail and steeply sloping open space land down to the river
Parking:	Ample paved parking on-site
Other Attributes:	Site includes baseball field, including fencing and dugouts

Church	
Civic Address:	2696 Topsail Road, Conception Bay South
Number of Stories:	One
Date of Construction:	Original parish hall (back section) built in 1951-52. Parish hall extension and church built in 1986
Gross External Building Area:	15,430 square feet
Footings & Foundation:	Partly slab on grade (front church and parish hall extension), partial unfinished basement, partial crawl space
Structure & Framing:	Steel, wood and masonry framed.
Roof Type:	New shingles in 2017 on low pitched roof deck to parish hall
Exterior Walls:	Face brick exterior
Windows:	New windows in church in 2016-2017 (stained glass fitted inside new double glazed windows)
Floors:	Original hardwood floor to the older parish hall section
Ceiling Height:	Parish hall finished ceiling height is 11-12 feet, church is around 15-16 feet to the front altar with finished T-bar ceiling, 10 feet at the back
Heating:	Church: electric space heaters Parish hall: oil-fired ducted hot air system, with two new furnaces and oil tanks installed (located inside the building) within the last 10 years
Basement:	Partial unfinished basement
Electrical:	Church: electrical main service is 400 amp Parish hall: 200 amp service





Parcel 11B – St. Thomas of Villanova Rectory



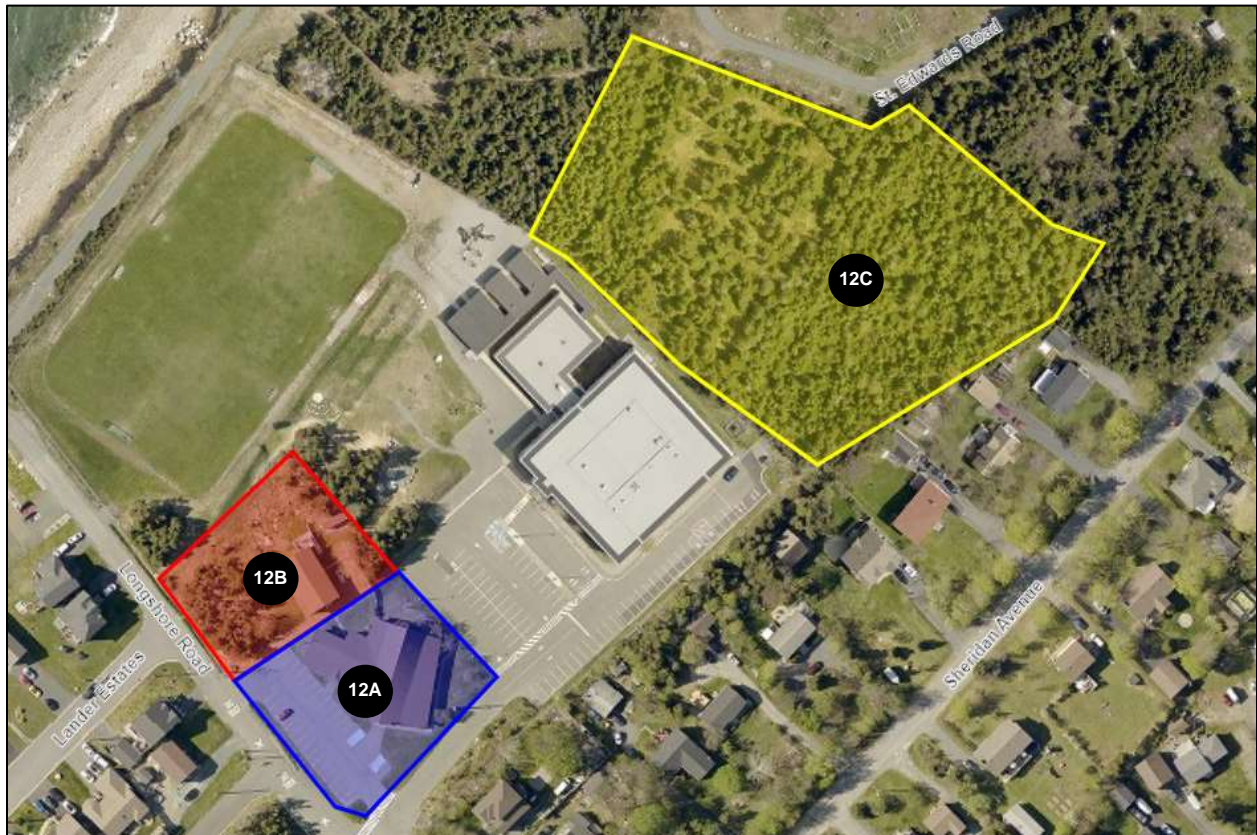
Site Summary	
Site Area:	0.4 acres
Street Frontage:	137 feet on Topsail Road
Local Access:	Located on Topsail Road in the Manuels district of the town of Conception Bay South
Zoning:	R-3 - Residential Mixed
Topography:	Rolling landscape
Parking:	Adequate paved on-site parking

Rectory	
Civic Address:	2690 Topsail Road, Conception Bay South
Number of Stories:	Split level (four levels)
Date of Construction:	1985
Building size:	1,435 square feet (excluding basement)
Building Layout:	Main floor: Entrance, living room, dining room, kitchen Second floor: 3 bedrooms, 2 bathrooms Basement: Family room, 1.5 bathrooms, laundry room
Services:	Municipal service
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingles
Exterior Walls:	Vinyl sidings
Interior Walls:	Drywall
Windows:	Vinyl sash double glazed windows
Floors:	Vinyl, carpet, laminate
Ceiling:	Drywall.
Heating:	Electric baseboard
Basement:	Full finished basement (1,477 square feet)
Electrical:	200 amp service



Parcel 12 – St. Edward's Parish

Overview



Parcel 12A – St. Edward's Church (located at 50 Long Shore Rd, Conception Bay South)

Parcel 12B - St. Edward's Rectory (located at 56 Long Shore Road, Conception Bay South)

Parcel 12C – Vacant Land (located on St. Edwards Road, Conception Bay South)

Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in these Parcels may be subject to certain rights.

Parcel 12A – St. Edward’s Church



Site Summary	
Site Area:	0.79 acres
Street Frontage:	180 feet
Local Access:	Located on Long Shore Road in the Kelligrews district of the town of Conception Bay South near the T’Railway linear provincial park (the old trans-island rail line) and the waters of Conception Bay. Long Shore Road runs a short distance from the Conception Bay Highway, terminating at the T’Railway. Neighbourhood has a low density residential emphasis
Zoning:	Public
Topography:	Level
Parking:	Paved on-site parking located in front of Church

Church	
Civic Address:	50 Long Shore Road, Conception Bay South
Number of Stories:	One
Date of Construction:	1990-1991 with community annex built more recently
Gross External Building Area:	11,970 square feet (Church is 9,985 square feet and community centre annex and kitchen is 1,985 square feet)
Building Layout:	Church with adjoining community centre annex located to the west
Services:	Municipal services
Footings & Foundation:	Wood framed slab on grade, steel beam supports to the roof
Roof Type:	Torched on rolled bitumen roof finish over rigid insulation
Exterior Walls:	Vinyl siding and brick
Windows:	Vinyl framed double glazed windows (upper units with lower awning openers), coloured glass inserts
Ceiling Height:	19-20 feet above the altar, decreasing to 15 feet at Church entrance, 8 feet at two Church wings
Heating:	Electric wall mounted space heaters and baseboard heaters
Electrical:	600 amp main electrical service
Other Attributes:	Central vacuum and air exchange systems



Parcel 12B – St. Edward’s Rectory



Site Summary	
Site Area:	0.62 acres
Street Frontage:	114 feet on Long Shore Road
Local Access:	Located on Long Shore Road in the Kelligrews district of the town of Conception Bay South near the T’Railway linear provincial park (the old trans-island rail line) and the waters of Conception Bay. Long Shore Road runs a short distance from the Conception Bay Highway, terminating at the T’Railway. Neighbourhood has a low density residential emphasis.
Zoning:	Public
Topography:	Level site rising slightly from Long Shore Road
Parking:	Paved driveway

Rectory	
Civic Address:	56 Long Shore Road, Conception Bay South
Number of Stories:	One (excluding finished basement)
Date of Construction:	1980s
Gross External Building Area:	3,446 square feet (main floor 1,786 square feet and finished basement is 1,660 square feet)
Building Layout:	Main floor consists of one bedroom, full bathroom, partial bathroom, two office spaces and two multi-purpose rooms with fully finished basement
Services:	Municipal services
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Asphalt roof shingles
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall
Windows:	Double glazed vinyl casement windows
Floors:	Vinyl, laminate, ceramic tiles and carpet
Heating:	Baseboard
Basement:	Fully finished



Parcel 12C – Vacant Land



Site Summary	
Civic Address:	St. Edwards Road, Conception Bay South
Site Area:	3.18 acres
Street Frontage:	248 feet on St. Edwards Road
Local Access:	Located on Long Shore Road in the Kelligrews district of the town of Conception Bay South near the T'Railway linear provincial park (the old trans-island rail line) and the waters of Conception Bay. Long Shore Road runs a short distance from the Conception Bay Highway, terminating at the T'Railway. Neighbourhood has a low density residential emphasis.
Zoning:	Public
Topography:	Primarily level
Parking:	None

Parcel 13 – Holy Rosary Parish

Overview



Parcel 13A – Holy Rosary Church (located at 3RC Church Drive, Portugal Cove-St. Philip's), Holy Rosary Rectory (located at RC Church Drive, Portugal Cove-St. Philip's), Holy Rosary Hall (located at RC Church Drive, Portugal Cove-St. Philip's) and Vacant Land

Parcel 13B – Holy Rosary Cemetery (located at RC Church Drive, Portugal Cove-St. Philip's)

Parcel 13A – Holy Rosary Church, Rectory and Hall



Site Summary	
Site Area:	11.56 acres
Street Frontage:	194 feet on Beachy Cove Road
Local Access:	Located in the rural-residential town of Portugal Cove-St. Philip's which is a short driving distance from St. John's. The site has two access points off Beachy Cove Road along the private R.C. Church Drive
Zoning:	TC - Traditional Community (northwest portion comprising Church, Rectory and Parish Hall) RUR - Rural (vacant lands to the southeast behind Church, Rectory and Parish Hall)
Topography:	Site's natural grade rises from Beachy Cove Road and affords good ocean views
Parking:	Large paved parking lot in front of Church, Rectory and Parish Hall
Other Attributes:	- Mature landscaping between the Church and Rectory - Small cemetery located alongside the Church

Building Summary	
Layout:	- Church - Rectory - Parish Hall

Church	
Civic Address:	3RC Church Drive, Portugal Cove-St. Philip's
Number of Stories:	One
Date of Construction:	1915 and extended in the early 1980s at the back and front porch add-on
Gross External Building Area:	3,985 square feet
Footings & Foundation:	Foundation is concrete with wood joist floor over crawl space
Structure & Framing:	Wood framed
Roof Type:	Shingles on wood roof deck
Exterior Walls:	Vinyl siding over building wrap
Interior Walls:	Routed matched and stained lumber walls and ceiling
Windows:	Some leaded stained glass windows, some plain single pane windows
Ceiling Height:	20-22 feet at the centre and 14 feet at the sides
Heating:	Oil fired hot water radiation heat with some electric baseboard heat
Electrical:	200 amp electrical panel
Other Attributes:	- Choir loft - Two 2 piece washrooms (one in sacristy, one for public use)





Rectory	
Civic Address:	RC Church Drive, Portugal Cove-St. Philip's
Number of Stories:	Two
Date of Construction:	Late 1950s and renovated in 1990s
Gross External Building Area:	2,555 square feet (excluding basement, including 400 square foot garage)
Building Layout:	Two storey structure with a one storey side annex and an attached one storey garage on the other side. Main floor features the parish office, hall-stairs, living room, dining room and kitchen. Second floor features one bedroom with an ensuite bathroom, an extra bedroom, a 4 piece bathroom with two linked rooms.
Structure & Framing:	Wood framed
Roof Type:	Shingles on pitched wood roof deck
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall
Windows:	Single paned windows with aluminum storm windows, some vinyl framed double glazed vertical sliders
Heating:	Oil fired hot water radiation heat
Basement:	Unfinished partial basement and partial crawl space with basement stair access to garage
Electrical:	100 amp electrical panel
Other Attributes:	- Air exchange/HRV system - Rear deck





Parish Hall	
Civic Address:	RC Church Drive, Portugal Cove-St. Philip's
Number of Stories:	One
Date of Construction:	1950s
Gross External Building Area:	2,990 square feet
Structure & Framing:	Wood framed
Roof Type:	Shingled
Exterior Walls:	Vinyl siding
Windows:	Glass
Basement:	Crawl space
Other Attributes:	Heat has been off for 3 - 4 years



Parcel 13B – Holy Rosary Cemetery



Site Summary	
Civic Address:	RC Church Drive, Portugal Cove-St. Philip's
Site Area:	4.9 acres
Street Frontage:	None
Local Access:	Located in the rural-residential town of Portugal Cove-St. Philip's which is a short driving distance from St. John's. The site must be accessed through Parcel 14A
Zoning:	RUR - Rural
Topography:	Site's natural grade rises from Beachy Cove Road and affords good ocean views
Parking:	None
Other Attributes:	Cemetery with significant number grave sites



Parcel 14 – St. Joseph’s Parish

Overview



Parcel 14A – St. Joseph’s Church (located at 28 Skinners Hill, Petty Harbour-Maddox Cove)

Parcel 14B – Parking lot (located on Cribbies Road, Petty Harbour-Maddox Cove)

Parcel 14A – St. Joseph’s Church



Site Summary	
Site Area:	0.41 acres
Street Frontage:	104 feet on Cribbies Road and 145 feet on Skinners Hill Road
Local Access:	Centrally located just off the main road through the town of Petty Harbour-Maddox Cove
Zoning:	HA - Heritage Area
Topography:	Gradual slope up Cribbies Road toward Skinners Hill Road
Parking:	Paved on-site parking lot located in front of Church

Church	
Civic Address:	28 Skinners Hill, Petty Harbour-Maddox Cove
Number of Stories:	One
Date of Construction:	1964
Gross External Building Area:	4,560 square feet
Services:	Municipal services
Footings & Foundation:	Concrete foundation
Structure & Framing:	Wood framed and brick clad
Roof Type:	Shingled with steeply pitched wood roof deck
Exterior Walls:	Brick
Basement:	Partial finished basement with rear basement furnace room adjoining rear crawl space



Parcel 14B – Vacant Land



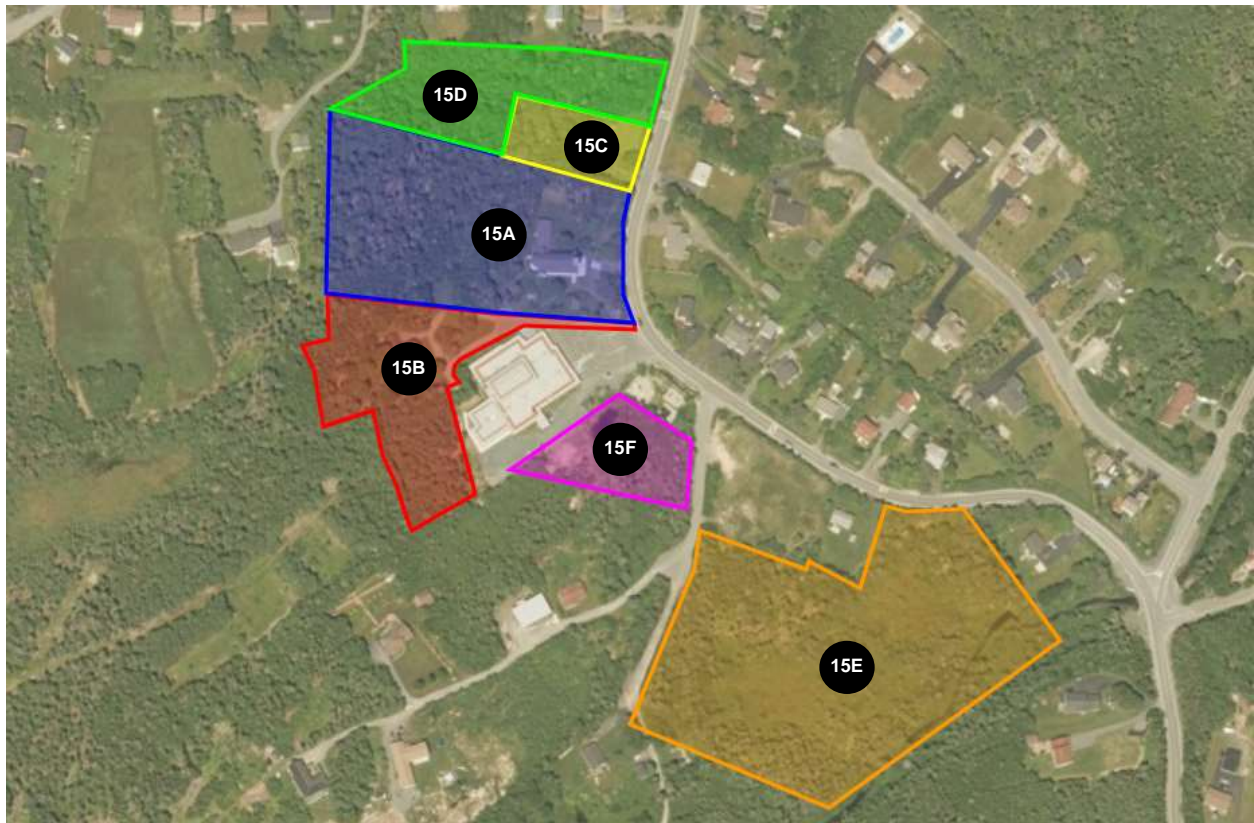
Site Summary

Civic Address:	Cribbies Road, Petty Harbour-Maddox Cove
Site Area:	0.19 acres
Street Frontage:	63 feet on Cribbies Road
Local Access:	Centrally located just off the main road through the town of Petty Harbour-Maddox Cove
Zoning:	HA - Heritage Area
Topography:	Primarily level
Parking:	Unpaved parking lot



Parcel 15 – St. Francis of Assisi Parish

Overview



Parcel 15A – St. Francis of Assisi Church (located at 31-41 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove)

Parcel 15B – Archbishop’s Residence (located at 29A Outer Cove Road, Logy Bay-Middle Cove-Outer Cove). **Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in this Parcel may be subject to certain rights.**

Parcel 15C – St. Francis of Assisi Rectory (located at 49 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove)

Parcel 15D – Vacant land (located at 51 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove)

Parcel 15E – Vacant land (located at 23 - 25 Outer Cove Rd, Logy Bay-Middle Cove-Outer Cove)

Parcel 15F – Vacant Land (located at Nugent’s Road, Logy Bay-Middle Cove-Outer Cove)

Parcel 15A – St. Francis of Assisi Church



Site Summary	
Site Area:	4.16 acres
Street Frontage:	263 feet on Outer Cove Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's
Zoning:	PU - Public Use RUR - Rural
Topography:	Mostly level with streams and a wetland area are behind the Church
Parking:	Paved parking located in front of Church
Other Attributes:	Limited number of grave sites located in front of the Church

Church	
Civic Address:	31-41 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove
Number of Stories:	One
Date of Construction:	1918 with Annex being added around 2000
Gross External Building Area:	5,200 square feet
Footings & Foundation:	Concrete foundation with posts in Church crawl space
Structure & Framing:	Wood framed
Roof Type:	Shingled on wood roof deck. Church shingles re-done between 2007-2009. Annex roof shingles are original
Exterior Walls:	Vinyl siding
Ceiling Height:	Vaulted ceiling at the centre is 22-25 feet, wings are 15-16 feet
Heating:	Electric space heaters in Church and baseboard electric in Annex
Basement:	Crawl space
Electrical:	600 amp electrical service in Church
Other Attributes:	- Water is understood to be supplied from the St. Francis Assisi School's well. - Choir loft



Parcel 15B – Archbishop’s Residence



Site Summary	
Site Area:	2.33 acres
Street Frontage:	13 feet on Outer Cove Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's. Set back behind the St. Francis of Assisi Elementary School with right of way access required from Outer Cove Road across the edge of the school parking lot
Zoning:	PU - Public Use RLD - Residential Low Density RUR - Rural
Topography:	Mostly level
Parking:	Attached two car garage

Archbishop's Residence	
Civic Address:	29A Outer Cove Road, Logy Bay-Middle Cove-Outer Cove
Number of Stories:	Two
Date of Construction:	1950s
Gross External Building Area:	4,626 square feet (excluding 2,364 square feet basement)
Building Layout:	Main floor: living room, dining room, kitchen, family room, one full bathroom Second floor: three bedrooms and three full bathrooms
Services:	Some municipal services, private well on-site
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Shingled
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall and plaster
Windows:	Vinyl sash double glazed
Floors:	Ceramic tiles, hardwood, carpet, laminate
Heating:	Hot water radiation heating system
Basement:	75% finished basement
Electrical:	600 amp main electrical system
Other Attributes:	Attached two car garage





Parcel 15C – St. Francis of Assisi Rectory



Site Summary	
Site Area:	0.75 acres
Street Frontage:	125 feet on Outer Cove Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's
Zoning:	RMD: Residential Medium Density RUR: Rural
Topography:	Rolling landscape
Parking:	Paved parking

Rectory	
Civic Address:	49 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove
Number of Stories:	One
Date of Construction:	1990
Gross External Building Area:	3,321 square feet (including 1,504 square foot finished basement)
Building Layout:	Main floor: Living room, dining room, kitchen, family room, two full bathrooms, one partial bathroom, three bedrooms Basement: Family room, laundry room and full bathroom
Services:	Some municipal services, private well on-site
Footings & Foundation:	Poured concrete
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingles
Exterior Walls:	Vinyl siding
Interior Walls:	Drywall
Windows:	Double glazed vinyl windows
Floors:	Ceramic tiles, hardwood, laminate
Heating:	Electric baseboard
Basement:	Fully finished
Electrical:	200 amp main electrical system



Parcel 15D – Vacant Land



Site Summary

Civic Address:	51 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove
Site Area:	2.04 acres
Street Frontage:	135 feet on Outer Cove Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's
Zoning:	RMD - Residential Medium Density RUR - Rural
Topography:	Mostly level with wetland and stream in portion of land
Parking:	None



Parcel 15E – Vacant Land



Site Summary

Civic Address:	23-25 Outer Cove Road, Logy Bay-Middle Cove-Outer Cove
Site Area:	6.74 acres
Street Frontage:	347 feet on Nugent's Road and 140 feet on Outer Cove Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's
Zoning:	RLD: Residential Low Density RUR: Rural
Topography:	Mostly level with wetland and stream in portion of land
Parking:	None



Parcel 15F – Vacant Land



Site Summary

Civic Address:	Nugent's Road, Logy Bay-Middle Cove-Outer Cove
Site Area:	0.97 acres
Street Frontage:	150 feet on Nugent Road
Local Access:	Rural-residential location in the Town of Logy Bay-Middle Cove-Outer Cove, slightly northeast of St. John's
Zoning:	RMD: Residential Medium Density RLD: Residential Low Density
Topography:	Mostly level with wetland and small pond in portion of land
Parking:	None



Parcel 16 – Holy Trinity Parish

Overview



Parcel 16A – Holy Trinity Church (located at 2 Convent Lane, Torbay)

Parcel 16B – Parish Hall (located at 13-23 Convent Lane, Torbay)

Parcel 16C – Vacant Land (located at 5 Coady's Lane, Torbay)

Parcel 16D – Prayer Garden – Cemetery (located on Convent Lane, Torbay)

Parcel 16A – Holy Trinity Church



Site Summary

Site Area:	1.63 acres
Street Frontage:	300.3 feet on Convent Lane and 399.8 feet on Coady's Lane
Local Access:	Located in a mixed use neighbourhood on Convent Lane at the Coady's Lane intersection, just off the Torbay Road arterial running through the Town of Torbay
Zoning:	TC - Town Centre
Topography:	Site is at grade with Convent Lane with grade dropping behind the Church toward the northern boundary
Parking:	Paved parking lot located to the northeast of the Church

Church

Civic Address:	2 Convent Lane, Torbay
Number of Stories:	One
Date of Construction:	1995 with addition of office annex over garage in more recent years
Gross External Building Area:	10,590 square feet
Building Layout:	Theatre-style church with slope from back towards the alter in front. Sacristy, washrooms and utility room off foyer
Services:	Municipal service
Footings & Foundation:	Concrete slab
Structure & Framing:	Wood and masonry framed with structural steel beams
Roof Type:	Shingles on wood roof deck
Exterior Walls:	Brick and vinyl siding
Windows:	Lower windows are metal framed, fixed upper panes with lower awning openers. Upper windows are coloured glass windows
Ceiling Height:	18-20 feet to centre peak and 9-12 feet to the two wings
Heating:	Electric baseboard heat with two heat recovery ventilation systems
Electrical:	400 amp electrical service



Parcel 16B – Holy Trinity Parish Hall



Site Summary	
Site Area:	1.17 acres
Street Frontage:	300 feet on Convent Lane and 400 feet on Coady's Lane
Local Access:	Located in a mixed use neighbourhood on Convent Lane at the Coady's Lane intersection, just off the Torbay Road arterial running through the Town of Torbay. Single vehicle access point off Coady's Lane, very close to the Convent Lane intersection.
Zoning:	TC - Town Centre
Topography:	The site is at grade with Convent Lane and slightly above the Coady's Lane street grade. The natural grade descends consistently from Convent Lane toward Coady's Lane
Parking:	Large unpaved parking lot located in front of Parish Hall

Parish Hall	
Civic Address:	13-23 Convent Lane, Torbay
Number of Stories:	One (excluding partially finished basement)
Date of Construction:	1982-83 with occasional upgrades including a new roof finish in 2012 and new windows around 1999
Gross External Building Area:	2,945 square feet (excluding partially finished basement of 2,800 square feet)
Building Layout:	The main floor comprises a large open area and a kitchen. The basement has a finished meeting room, a room used by a local foodbank, and unfinished storage rooms. Stairs down to the basement are off the main floor-only entrance porch
Services:	Municipal service
Roof Type:	Ashpalt shingled
Exterior Walls:	Vinyl siding
Heating:	Electric baseboard heat
Basement:	Partially finished
Electrical:	400 amp electrical
Other Attributes:	Pressure treated lumber wheelchair ramp at exterior entrance



Parcel 16C – Vacant land



Site Summary	
Civic Address:	5 Coady's Lane, Torbay
Site Area:	0.46 acres
Street Frontage:	215 feet on Coady's Lane
Local Access:	Located in a mixed use neighbourhood on Coady's Lane just off the Torbay Road arterial running through the Town of Torbay
Zoning:	RMD - Residential Medium Density
Topography:	Level
Parking:	Unpaved on-site parking

Parcel 16D – Prayer Garden - Cemetery



Site Summary	
Civic Address:	Convent Lane, Torbay
Site Area:	0.47 acres
Street Frontage:	157 feet on Convent Lane and 133 feet on Torbay Road
Local Access:	Located in a mixed use neighbourhood on Coady's Lane just off the Torbay Road arterial running through the Town of Torbay
Zoning:	RMD - Residential Medium Density
Topography:	Level
Parking:	Unpaved on-site parking
Other Attributes:	Cemetery with a number of grave sites

Parcel 17 – St. Agnes and St. Michael’s Parish (St. Michael’s)

Overview



Parcel 17A – St. Michael’s Church (located at 479 Windgap Road, Flatrock) and Vacant Land (located on Windgap Road, Flatrock)

Parcel 17B – Our Lady of Lourdes Grotto (located at 479 Windgap Road, Flatrock)

Parcel 17A – St. Michael’s Church



Site Summary	
Site Area:	1.78 acres (1.61 acres church and vacant land and 0.17 acres vacant land located east of the Church on the other side of Windgap Road)
Street Frontage:	514 feet on Windgap Road for Church and vacant land located west of Windgap Road 155 feet on Windgap Road for vacant land located east of Windgap Road
Local Access:	Located on Wind Gap Road, the main road through the Town of Flatrock, north of Torbay. Wind Gap Road connects at both ends with Torbay Road
Zoning:	PB - Public Building RMD - Residential Medium Density (vacant land located east of the Church on the other side of Windgap Road)
Topography:	Steep grade in front of Church up from Windgap Road and steeply sloping frontage northeast of the Flatrock Community Centre down towards Windgap Road
Parking:	Paved parking in front and to the north of Church. Paved parking on lookout across Windgap Road.

Church	
Civic Address:	479 Windgap Road, Flatrock
Number of Stories:	One
Date of Construction:	1970
Gross External Building Area:	4,100 square feet
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingled on wood roof deck
Exterior Walls:	Vertical wood siding
Windows:	Combination of coloured glass windows, wood framed double glazed units and vinyl framed horizontal sliders. Two vinyl framed vertical sliders to the rear elevation
Ceiling Height:	20-22 feet at the centre peak, 9-10 feet at the perimeter
Heating:	All electric heat
Basement:	7 foot ceiling height access with height decreasing based on site's natural grade
Electrical:	400 amp 3 phase electrical service
Other Attributes:	Single 2 piece washroom





Parcel 17B – Our Lady of Lourdes Grotto



Site Summary	
Civic Address:	Windgap Road, Flatrock
Site Area:	0.86 acres
Street Frontage:	None
Local Access:	Located on Windgap Road behind St. Michael's Church and to the south of the Flatrock Community Centre
Zoning:	PB - Public Building
Topography:	Steep grade increasing from Windgap Road
Parking:	None



Parcel 18 – St. Agnes and St. Michael’s Parish (St. Agnes)

Overview



Parcel 19A – St. Agnes Church and Rectory (located at 615-633 Main Road, Pouch Cove)

Parcel 18A – St. Agnes Church and Rectory



Site Summary

Site Area:	1.61 acres
Street Frontage:	439 feet on Main Road and 143 feet on Evans Roads
Local Access:	Ocean view property located in a rural-residential neighbourhood on Main Road in the town of Pouch Cove, the most northern municipality on the northeast Avalon Peninsula
Zoning:	PB - Public Building
Topography:	Site grade rises from the street frontages and steeper towards the northern portion of site
Parking:	Paved parking on-site in front of Church

Building Summary

Layout:	- Church - Rectory
---------	-----------------------

Church	
Civic Address:	615-633 Main Road, Pouch Cove
Number of Stories:	One
Date of Construction:	1916
Gross External Building Area:	4,140 square feet
Footings & Foundation:	Concrete and stacked stone
Structure & Framing:	Wood framed
Roof Type:	Asphalt shingled
Exterior Walls:	Vinyl siding
Windows:	Some wood single pane windows (sealed sliders that do not open) with plexiglass on the outside and some coloured glass windows
Heating:	Oil fired ducted hot air heating system
Basement:	Low basement ceiling height with 50% concrete floor and 50% earth floor
Electrical:	100 amp electrical service
Other Attributes:	- Choir loft - Single 2 piece washroom



Rectory	
Civic Address:	615-633 Main Road, Pouch Cove
Number of Stories:	Two
Date of Construction:	1960
Building size:	1,675 square feet
Footings & Foundation:	Concrete foundation
Roof Type:	Asphalt shingled
Exterior Walls:	Vinyl siding



Parcel 19 – O’Dwyer Apartments and Vacant Land

Overview



Parcel 19A – O’Dwyer Apartments (located at 46 Hazelwood Crescent, St. John’s, NL)

Parcel 19B – Vacant Land (located at 51 Hazelwood Crescent, St. John’s, NL)

Parcel 19A – O’Dwyer Apartments



Site Summary	
Site Area:	1.81 acres
Street Frontage:	400 feet on Hazelwood Crescent, 173 on Topsail Road, 101 feet on Parkhill Street (rear of building)
Local Access:	Well located near the Topsail Road arterial intersection in western St. John's, site extends to Topsail Road. Adjoins low density residential subdivision. Opposite access to Hazelwood Elementary School, near Village Mall shopping centre
Zoning:	R1 - Residential Medium Density
Topography:	Site is mostly flat, slight sloping towards foundation
Parking:	Existing access to paved parking lot off Hazelwood Crescent
Other Attributes:	<ul style="list-style-type: none"> - Apartment complex with 7 two-bedroom units (all units are vacant) - Surplus land component at the corner of Topsail Road and Hazelwood Crescent - Concrete walkways to building entrance

Apartment Building	
Civic Address:	46 Hazelwood Crescent, St. John's
Number of Stories:	One
Date of Construction:	1988, extended late 1990s
Gross External Building Area:	9,850 square feet
Building Layout:	Seven self-contained apartments, all two bedroom units. Six units are 905 square feet of external area and the extension unit is 960 square feet of external area. Common living and dining areas, and common area kitchen fitted with residential/domestic grade appliances
Services:	Municipal service
Footings & Foundation:	Concrete walls
Structure & Framing:	Wood framed structure over partial unfinished basement and crawl space
Roof Type:	Moderate sloped with asphalt shingles
Exterior Walls:	Clapboard siding
Interior Walls:	Wood framed with drywall and plaster
Windows:	Vinyl framed thermal units
Floors:	Mostly hardwood and carpet
Ceiling:	Wood framed with drywall and plaster
Heating:	Baseboard electric resistant heat throughout, HVAC mini-split heat pump in larger extension unit only. Wood burning stove in living room
Basement:	Partial unfinished basement and crawl space
Electrical:	400 amp main electrical service, 60 amp breaker panels in six units, 100 amp breaker panel in larger extension unit
Other Attributes:	Centralized air exchange/humidity control system to original units



Parcel 19B – Vacant Land



Site Summary	
Civic Address:	51 Hazelwood Crescent, St. John's
Site Area:	1.05 acres
Street Frontage:	279 feet on Hazelwood Crescent
Local Access:	Well located near the Topsail Road arterial intersection in western St. John's. Adjoins low density residential subdivision, near Village Mall shopping centre
Zoning:	INST - Institutional
Topography:	Site is mostly flat, grade rises slightly from Hazelwood Crescent
Parking:	None



Parcel 20 – Ecole Rocher du Nord and Vacant Land

Overview



Parcel 20A – Ecole Rocher du Nord (located at 7 Ricketts Road, St. John's)

Parcel 20B – Vacant Land (located on Ricketts Road, St. John's). **Prospective bidders are directed to review the Schools Act, 1997 and the May 2000 Agreement as certain portions of the land included in this Parcel may be subject to certain rights.**

Parcel 20C – Vacant Land (located on Ricketts Road, St. John's)

Parcel 20A – Ecole Rocher du Nord



Site Summary

Site Area:	2.19 acres
Street Frontage:	363.4 feet frontage on Ricketts Road
Local Access:	Well located in the mixed use midtown western St. John's near St. Clare's hospital.
Heritage Area:	Not applicable
Zoning:	INST - Institutional
Topography:	Lot is level with Ricketts Road
Parking:	Large parking lot to the southwest of the school accessed off Ricketts Road

School

Civic Address:	7 Ricketts Road, St. John's
Number of Stories:	One
Date of Construction:	1970
Gross External Building Area:	40,250 square feet
Building Layout:	Multiple classrooms, gymnasium with mezzanine viewing level, library with mezzanine level and administration/staff area
Services:	Municipal service
Footings & Foundation:	Concrete slab on grade
Structure & Framing:	Masonry and steel framed
Roof Type:	Torched on rolled bitumen roof
Exterior Walls:	Brick
Floors:	Vinyl
Heating:	Oil fired hot water radiation system
Electrical:	600 amp electrical service
Other Attributes:	70% of the building is air conditioned



Parcel 20B – Vacant Land



Site Summary

Civic Address:	Rickett's Road, St. John's
Site Area:	7.11 acres
Street Frontage:	46 feet on St. Clare Avenue
Local Access:	Well located in the mixed use midtown western St. John's near St. Clare's hospital
Zoning:	INST - Institutional
Topography:	Primarily level
Parking:	None
Other Attributes:	Deeded right of way access to St. Clare Avenue between 117 St. Clare Avenue and 121 St. Clare Avenue



Parcel 20C – Vacant Land



Site Summary	
Site Area:	0.46 acres
Street Frontage:	200 feet frontage on Ricketts Road
Local Access:	Well located in the mixed use midtown western St. John's near St. Clare's hospital.
Heritage Area:	Not applicable
Zoning:	INST - Institutional
Topography:	Site grade is flat and level with the street
Parking:	Entire lot is currently used as parking lot
Other Attributes:	Subject to lease agreement as between RCECSJ (landlord) and The Eastern Regional Integrated Health Authority (tenant)



Parcel 21 – Vacant Land (50 Beaumont Hamel Way, St. John's)

Overview



Parcel 21A – Vacant Land (located at 50 Beaumont Hamel Way, St. John's)

Parcel 21B – Vacant Land - Cemetery (located at 50 Beaumont Hamel Way, St. John's)

Parcel 21A – Vacant Land



Site Summary	
Civic Address:	50 Beaumont Hamel Way, St. John's
Site Area:	21.9 acres
Street Frontage:	1,480 feet on Beaumont Hamel Way
Local Access:	Well located on a mixed use primary collector road in the emerging Galway neighbourhood of southwestern St. John's. Very close to Costco and other retail, good arterial road-TCH connectivity. Adjoins 10 acre Roman Catholic Gate of Heaven Cemetery
Zoning:	CEM - Cemetery
Topography:	Primarily level
Parking:	None
Other Attributes:	Subject to a Right of First Refusal with 10718 NFLD. INC.



Parcel 21B – Vacant Land - Cemetery



Site Summary	
Civic Address:	50 Beaumont Hamel Way, St. John's
Site Area:	10.1 acres
Street Frontage:	720 feet on Beaumont Hamel Way
Local Access:	Well located on a mixed use primary collector road in the emerging Galway neighbourhood of southwestern St. John's. Very close to Costco and other retail, good arterial road-TCH connectivity
Zoning:	CEM - Cemetery
Topography:	Primarily level
Parking:	Limited paved on-site parking
Other Attributes:	Cemetery



Parcel 22 – Vacant Land (Branscombe’s Pond, Mount Pearl)

Overview



Parcel 22A – Vacant Land (located at Blackmarsh Road, Mount Pearl)

Parcel 22B – Vacant Land – Cemetery (located at 820-844 Topsail Road, Mount Pearl)

Parcel 22A – Vacant Land



Site Summary	
Civic Address:	Blackmarsh Road, Mount Pearl
Site Area:	5.5 acres
Street Frontage:	1,071 feet on Blackmarsh Road
Local Access:	Well located in a mixed use area near the Topsail Road arterial in the City of Mount Pearl. Backs onto the Branscombe Pond
Zoning:	CON - Conservation
Topography:	Site is raw and unimproved, with some wetland coverage
Parking:	None



Parcel 22B – Vacant Land



Site Summary	
Civic Address:	820-844 Topsail Road, Mount Pearl
Site Area:	22.2 acres
Street Frontage:	921 feet frontage onto Topsail Road; 855 feet frontage onto Blackmarsh Road
Local Access:	Well located in a mixed use area on the Topsail Road arterial in the City of Mount Pearl
Heritage Area:	Not applicable
Zoning:	CEM - Cemetery; CH - Commercial Highway (small section in the southwest corner of the parcel)
Topography:	Primarily level site
Parking:	Minimal parking on-site
Other Attributes:	Cemetery



Parcel 23 – Vacant Land (Beachy Cove Road, Portugal-St. Philip's)

Overview



Parcel 23A – Vacant Lands (located at 391-435 Beachy Cove Road, Portugal-St. Philip's)

Parcel 23B – Vacant Lands (located at 361-389 Beachy Cove Road, Portugal-St. Philip's)

Parcel 23C – Vacant Lands (located at 370-410 Beachy Cove Road, Portugal-St. Philip's)

Parcel 23A – Vacant Land (391-435 Beachy Cove Road)



Site Summary	
Civic Address:	391-435 Beachy Cove Road, Portugal-St. Philip's
Site Area:	18.4 acres
Street Frontage:	1,130 feet on Beachy Cove Road
Local Access:	Located in a mostly rural-residential area of Portugal Cove-St. Philip's, close to Beachy Cove Elementary school
Zoning:	RMD - Residential Medium Density RDSA - Residential Development Scheme Area AG - Agriculture
Topography:	Site is raw and unimproved with some wetland coverage
Parking:	None



Parcel 23B – Vacant Land (361-389 Beachy Cove Road)



Site Summary	
Civic Address:	361-389 Beachy Cove Road, Portugal-St. Philip's
Site Area:	13.8 acres
Street Frontage:	740 feet on Beachy Cove Road and 305 feet on Witch Hazel Road
Local Access:	Located in a mostly rural-residential area of Portugal Cove-St. Philip's, close to Beachy Cove Elementary school
Zoning:	RMD - Residential Medium Density, AG - Agriculture
Topography:	Site is raw and unimproved, with some wetland coverage
Parking:	None



Parcel 23C – Vacant Land (370-410 Beachy Cove Road)



Site Summary	
Civic Address:	370-410 Beachy Cove Road, Portugal-St. Philip's
Site Area:	17.2 acres
Street Frontage:	800 feet on Beachy Cove Road, 671 feet frontage on Goat Cove Lane, 1,098 feet on Patricia Drive
Local Access:	On Beachy Cove Road between the Patricia Drive and Old Goat Cove Lane cul-de-sacs in a mostly rural-residential area of Portugal Cove-St. Philip's, Beachy Cove Elementary School is on the other side of Old Goat Cove Lane
Zoning:	PUB - Public Use RMD - Residential Medium Density RR - Residential Rural
Topography:	Mostly raw tree land, grade rises gently from Beachy Cove Road toward the rear
Parking:	None



Parcel 24 – Vacant Land (560-606 Bauline Line, Torbay)

Overview



Parcel 24A – Vacant Land (located at 560-606 Bauline Line, Torbay)

Parcel 24B – Vacant Land - Cemetery (located at 560-606 Bauline Line, Torbay)

Parcel 24A – Vacant Land (560-606 Bauline Line, Torbay)



Site Summary	
Civic Address:	560-606 Bauline Line, Torbay
Site Area:	27.5 acres
Street Frontage:	795 feet on Bauline Line (paved) and 960 feet on Middle Three Island Pond Road (gravel)
Local Access:	Rural-residential-institutional neighbourhood in Torbay.
Heritage Area:	Not applicable
Zoning:	PB - Public Use RUR - Rural Agricultural buffer area included
Topography:	Site is primarily level raw treed land
Parking:	None



Parcel 24B – Vacant Land (560-606 Bauline Line, Torbay)

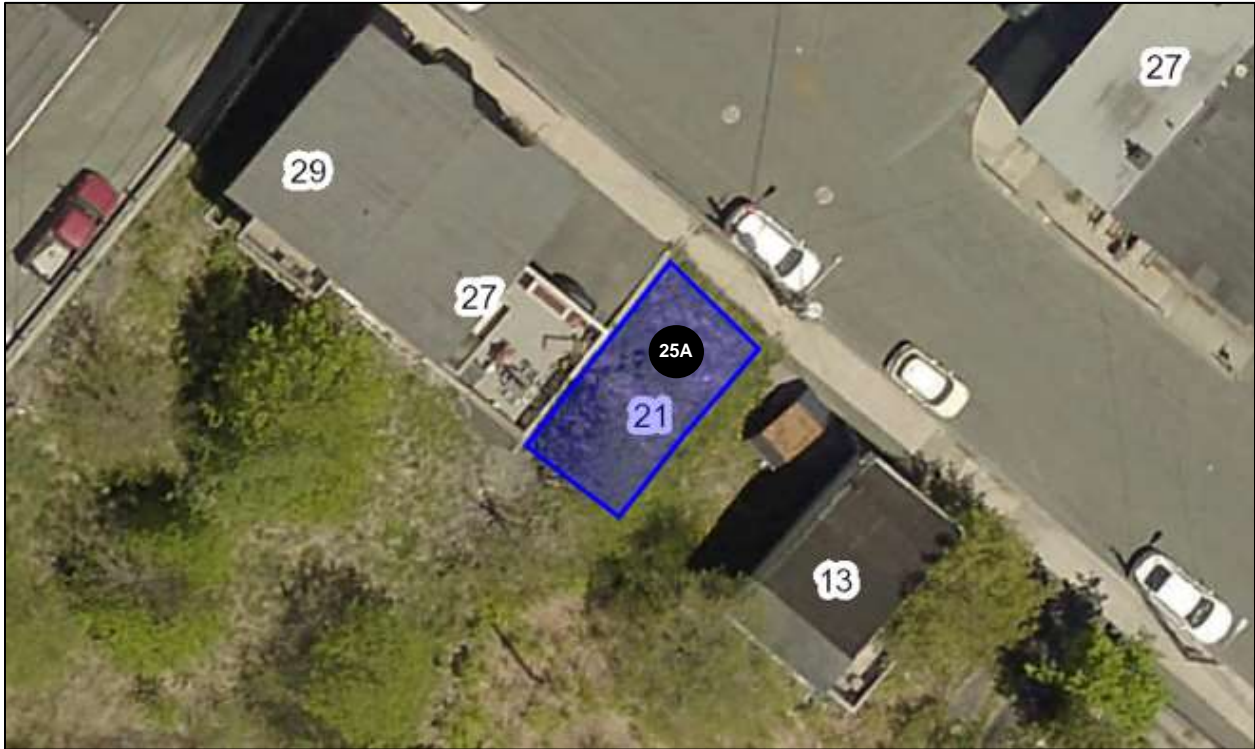


Site Summary	
Civic Address:	Three Island Middle Pond Road, Torbay
Site Area:	3.65 acres
Street Frontage:	514 feet on Middle Three Island Pond Road (gravel)
Local Access:	Rural-residential-institutional neighbourhood in Torbay.
Heritage Area:	Not applicable
Zoning:	PB - Public Use Agricultural buffer area included
Topography:	Site is fairly flat land with grassy land surrounding
Parking:	Not applicable
Other Attributes:	Cemetery



Parcel 25 – Vacant Land (not adjoining RCECSJ real property)

Parcel 25A – Vacant Land (21 Holloway Street, St. John’s)



Site Summary	
Civic Address:	21 Holloway Street, St. John's
Site Area:	0.014 acres
Street Frontage:	20 feet on Holloway Street
Local Access:	Located on a steep residential street in downtown St. John's between Duckworth Street and Gower Street
Heritage Area:	Heritage Area #2
Zoning:	RD - Residential Downtown
Topography:	Site grade follows steep street slope
Parking:	Street parking available in front of site



Parcel 25B – Vacant Land – Cemetery (60 Newtown Road, St. John’s)



Site Summary	
Civic Address:	60 Newtown Road, St. John’s
Site Area:	4 acres
Street Frontage:	720 feet on Newtown Road, 494 feet on Mayor Avenue, 450 feet on Empire Avenue, 351 feet on Bonaventure Avenue
Local Access:	Well located at the northwestern fringe of the St. John’s downtown core in the nationally recognized Ecclesiastical District
Heritage Area:	Heritage Area #3
Zoning:	CEM - Cemetery
Topography:	Site is mostly flat, grade slopes slightly down from Newtown Road
Parking:	Small parking lot on-site
Other Attributes:	Cemetery



Parcel 25C – Vacant Land (Octagon Pond, Paradise)



Site Summary

Civic Address:	Rear of Octagon Pond Elementary School, Paradise
Site Area:	20.1 acres
Street Frontage:	No established public road frontage, but the adjoining subdivision has been designed to extend three roads
Local Access:	Located to the rear of Octagon Pond Elementary School west of Octagon Pond just off the Topsail Road arterial in the Town of Paradise (west of St. John's and Mount Pearl). Adjoins residential subdivision development with three road stub access points
Zoning:	PMD (RES) - Planned Mixed Development
Topography:	Treed gently sloping land
Parking:	None



Parcel 25D – Vacant Land (1358-1360 Thorburn Road, Portugal Cove-St. Philip’s)



Site Summary	
Civic Address:	1358-1360 Thorburn Road, Portugal Cove-St. Philip’s
Site Area:	13.56 acres
Street Frontage:	64 feet on Thorburn Road
Local Access:	Located in a mostly rural-residential area of Portugal Cove-St. Philip’s
Zoning:	RMD - Residential Medium Density (at the front) RDSA - Residential Development Scheme Area (at the rear)
Topography:	Site widens with depth, grade rises from Thorburn Road, steep slope ridge toward the rear
Parking:	None



Parcel 25E – Vacant Land (456-466 Bauline Line, Torbay)



Site Summary	
Civic Address:	456-466 Bauline Line, Torbay
Site Area:	2.07 acres
Street Frontage:	400 feet on Bauline Line
Local Access:	Rural-residential-institutional neighbourhood in Torbay
Zoning:	RI - Residential Infill (at the front) RUR - Rural (at the rear)
Topography:	Site slopes downwards along Bauline Line from northwest to southeast
Parking:	None



Parcel 25F – Vacant Land (27A Piperstock Place, Torbay)



Site Summary	
Civic Address:	27A Piperstock Place, Torbay
Site Area:	8.42 acres
Street Frontage:	None
Local Access:	Backland adjoining a rural-residential neighbourhood in Torbay, a short distance from the Torbay Road arterial
Zoning:	RSA - Residential Subdivision Area CON - Conservation (small portion on eastern tip)
Topography:	Much of the site is tree covered and fairly level. Site slopes down toward its northwestern boundary with properties fronting Convent Lane near North Pond Brook
Parking:	None



Parcel 25G – Vacant Land (Bullocks Town Road, Torbay)



Site Summary	
Civic Address:	55 Bullocks Town Road, Torbay
Site Area:	0.5 acres
Street Frontage:	353 feet frontage onto Bullocks Town Road
Local Access:	Located in a rural-residential neighbourhood in Torbay, a short distance from the Torbay Road arterial
Heritage Area:	Not applicable
Zoning:	RMD - Residential Medium Density, also Watershed protection in residential zone.
Topography:	Primarily level site
Parking:	Not applicable



Parcel 25H – Vacant Land (Route 90, Salmonier Arm)



Site Summary	
Site Area:	560 acres (comprising three separate land parcels of 300 acres, 200 acres and 60 acres)
Street Frontage:	Ample street frontage onto either side of Route 90
Local Access:	Located in a rural area between St. Catherine's and Forest Field on Route 90, which runs through the property very close to the waters of Salmonier Arm. Narrow land strip on the lower side of Route 90 adjoins the waters of Salmonier Arm. Limited lower side area. Upper side of Route 90 overlooks Salmonier Arm, and comprises the bulk of the total holding
Zoning:	No known applicable land use zoning regulations
Topography:	Mostly raw treed land
Parking:	None
Other Attributes:	Crown land right of way reservation separates the 60 acre and 200 acre parcels



Appendix B – Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT made this ____ day of _____, 2022.

BETWEEN:

(hereinafter called the “**Prospective Purchaser**”)

OF THE ONE PART

- and -

ERNST & YOUNG INC., a body corporate, in its capacity as trustee under the Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) filed by the Roman Catholic Episcopal Corporation of St. John’s (“**RCECSJ**”)

(hereinafter called the “**Trustee**”)

OF THE OTHER PART

WHEREAS on December 21, 2021 RCECSJ filed, with the Office of the Superintendent of Bankruptcy, a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (the “**BIA**”) and the Trustee consented to act as designated Trustee;

AND WHEREAS on _____, 2022, by order of the Supreme Court of Newfoundland and Labrador (the “**Court**”), the Trustee was directed to assist the RCECSJ to market for sale certain RCECSJ parcels of real property (the “**Properties**”) through a court approved sale by tender process;

AND WHEREAS the Trustee, in consultation with the RCECSJ and its real estate and legal advisors, has prepared a tender information package to facilitate the sales process (the “**Package**”) and has prepared a data room (the “**Data Room**”) with supplemental information with respect to the Properties;

AND WHEREAS the Prospective Purchaser has approached the Trustee to request access to the Data Room;

AND WHEREAS the Data Room contains Confidential Information (as hereinafter defined)

AND WHEREAS the Prospective Purchaser has agreed to enter into this Agreement with respect to such Confidential Information.

NOW THEREFORE IN CONSIDERATION of the sum of \$1 and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as hereinafter set out:

1. **Definitions**

- (a) “**Confidential Information**” means all information relating to the RCECSJ’s Properties included in the Data Room, including all reports from third parties relating to the title or value of the Properties, any agreements relating to any access to or egress from the Properties, any agreements with third parties in relation to the Properties, and in particular, the lawful use thereof;

- (b) **“Advisees”** means those advisors of the Proposed Purchaser who must be advised in order to give proper and appropriate consideration to any proposed transaction between the Trustee and the Proposed Purchaser.

2. **Obligations of Confidence**

Except as otherwise required by law or as may be specifically permitted in writing by the Trustee or the RCECSJ, all Confidential Information relating to the RCECSJ or its Properties to be provided to the Proposed Purchaser by the Trustee or any representative thereof:

- (a) shall be kept confidential by the Proposed Purchaser and each of its Advisees;
- (b) shall not be divulged by the Proposed Purchaser or any Advisee to any third party who is not an Advisee; and
- (c) shall not be used by the Proposed Purchaser or any Advisee for any purpose other than bona fide in connection with the consideration of a potential transaction between the Trustee or the RCECSJ and the Proposed Purchaser.

At any point during, or following the conclusion of, the negotiations between the Trustee (on behalf of the RCECSJ) and the Proposed Purchaser, the Proposed Purchaser shall, upon the written request of the Trustee, promptly return or destroy all documents, records and all copies thereof containing Confidential Information. For purposes of this provision, the term “documents” shall include all information fixed in any tangible medium of expression in whatever form or format.

The Proposed Purchaser will not advise any other person, other than an Advisee, that Confidential Information is known to the Proposed Purchaser.

The Proposed Purchaser shall take all reasonable precautions to prevent the unauthorized use, disclosure, publication or dissemination of Confidential Information.

3. **Exceptions**

This Agreement shall not apply with respect to any particular portion of the Confidential Information which the Proposed Purchaser can document that:

- (a) is now or which hereinafter becomes publicly known or available through no act or failure on the part of the Proposed Purchaser;
- (b) is known by the Proposed Purchaser at the time of receipt of such information as established by documentary evidence in the Proposed Purchaser’s files;
- (c) is hereinafter furnished to the Proposed Purchaser by a third party who rightfully obtained the Confidential Information without restriction on disclosure; or
- (d) is disclosed pursuant to the requirement of a governmental agency or disclosure is compelled by law.

Subject to the foregoing provisions of this paragraph 3, the obligations of confidence set out herein shall survive any termination or cancellation of this or any other agreement between the Proposed Purchaser, the Trustee or the RCECSJ.

4. **No Warranty**

All Confidential Information is provided “as is” and without any warranty, whether express or implied, as to its accuracy or completeness.

5. Assignment

This Agreement and the rights and obligations of the parties hereunder may not be assigned in whole or in part by the Proposed Purchaser without the prior written consent of the Trustee.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of Newfoundland and Labrador.

7. Remedies

The Proposed Purchaser acknowledges that damages may not be an adequate or appropriate remedy for breach by the Proposed Purchaser of the terms of this Agreement and agrees that the Trustee or the RCECSJ shall, in addition to such damages as may be properly claimed, be entitled to specific performance of this Agreement or injunctive relief without proof of actual damage, and notwithstanding that damages may be readily quantifiable, the Proposed Purchaser hereby undertakes not to plead sufficiency of damages as a defence for any proceeding for injunctive relief brought by the Trustee or the RCECSJ or require the posting of a bond or security in connection with any application for injunctive relief.

8. Waiver

Failure by the Trustee or the RCECSJ to enforce any provision of this Agreement shall not be deemed in any way to be a waiver of that provision or any other provision of this Agreement.

9. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected by such determination. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and shall be independent of every other provision in this Agreement.

10. Third Party Beneficiaries

The Parties hereto acknowledge and agree that RCECSJ is a third-party beneficiary of this Agreement and that RCECSJ may enforce the obligations of the Proposed Purchaser contained in this Agreement in accordance with the terms and conditions hereof.

[Signature Page Follows]

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

SIGNED, SEALED AND DELIVERED

ERNST & YOUNG INC., in its capacity as trustee under the Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (Canada) filed by the Roman Catholic Episcopal Corporation of St. John's

Witness

Per: _____
Name:
Title:

"Prospective Purchaser"

Witness

Per: _____
Name:
Title:

Appendix B



AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Agency has been explained to me and an Agency Disclosure/Acknowledgement form has been given to me. With respect to this offer to purchase and subsequent dealings between the Buyer and the Seller on the below noted Property the selling Broker gives notice of the following agency relationship.

Sub-Agency Buyer Agency Dual Agency Acknowledged SELLER:

I/We Pamela Mills Gavin Diamond of 69 Della Drive St. John's NL
(Municipality, Province, etc.).

hereinafter called the "Buyer(s)" having inspected the Property known civically as:

20 Boland Street St John's NL A1S0A2

in the Province of Newfoundland & Labrador (hereinafter called the Property) offer to purchase the property from:

The Roman Catholic Episcopal Corporation of St John's hereinafter called the "Seller(s)"

through the Seller's/Buyer's Brokers RE/MAX Infinity REALTY INC. and Keller Williams Platinum Realty

at the price of \$ [redacted]

of lawful money of Canada, upon the following terms & conditions, payable as follows:

\$ [redacted] by cash/cheque/EFT to the Broker or Broker's representative for the Seller within 48 hours of the acceptance of this Agreement of Purchase & Sale as a deposit to be held in trust by such Broker pending completion or other termination. Failure of the Buyer to deliver the deposit within 48 hours of acceptance of this Agreement of Purchase & Sale shall render this Agreement null and void and there shall be no further obligation on the part of either party, and; the remaining amount of:

\$ [redacted] as follows: \$ [redacted] as down payment on the Closing Date, and the balance by:

Financial Institution of Purchaser's Choice

On the following terms and conditions:

- 1. Provided the title is good and free from all encumbrances except as aforesaid, and except as to any registered restrictions or covenants that run with the land.
2. Insurance, Rentals, Mortgage Interest, Taxes, Water Rates & Fuel, to be apportioned and allowed to date herein fixed for completion of the sale.
3. It is a condition of this sale that if the Buyer requires financing for this transaction, the Buyer shall obtain approval for such financing on or before 11:59 PM on the 25 day of February 2022. The Seller or his Broker shall receive written notice of the approval of such financing within the time specified. If the Seller or Broker shall fail to receive such written notice within the time aforesaid this agreement shall be null and void and of no force and effect.
4. If this Purchase & Sale is subject to the Buyer obtaining any permits, such permits shall be obtained by the Buyer on or before 11:59PM on the - day of - - . Written notice of receipt of such permits shall be given to the Seller within the time specified. If such permits are not received by the Buyer and such written notice thereof given within the time aforesaid, then this Agreement shall be void and of no effect.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date:

Witness Initials: [initials]

Buyer's Initials: [initials]

Witness Initials: [initials]

Seller's Initials: [initials]



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AGREEMENT OF PURCHASE & SALE

(For Use by Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Address: 20 Boland Street St John's NL A1S0A2

5. Vacant possession to be given by the Seller on or before the 28 day of March 2022

This transaction of Purchase & Sale shall be completed on or before the 28 day of March 2022

6. This offer, when accepted, shall constitute a binding contract of Purchase & Sale, and time shall in all respects be of the essence hereof.

7. The Seller agrees to release the Buyer's deposit should the transaction be unable to be completed because of a failure to satisfy a condition of this Agreement, provided that the Buyer provides the Seller with written proof of the Buyer's reason(s) for the failure to satisfy such condition(s) of this Agreement. With the exception of the foregoing provision only, the Buyer is to forfeit the deposit unless he completes as agreed herein.

8. This offer and its acceptance to be read with all changes of gender or number required by the context.

9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective Heirs, Executors, Administrators, Successors and Assigns.

10. I agree to buy on the above terms, and I understand that this offer shall not constitute a binding Agreement of Sale until signed by the Seller.

11. All buildings and equipment upon the real property shall be and remain at the risk of the Seller until closing. Pending completion of sale, the Seller will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear.

12. The Seller warrants that there are no outstanding work orders on the property and shall supply written confirmation from the Municipality if requested by the Buyer.

13. The following leased or rented equipment or fixtures are located on the property, and shall be assumed by the Buyer, or paid out by the Seller as listed below:

Assumed by Buyer

None

Paid out by Seller

Any & All

Buyer's Initials PM

YS

Seller's Initials HP

14. The Buyer(s) hereby consent to the collection, use and disclosure of personal information by the Broker and by other members of the MLS® Service of the Newfoundland and Labrador Association of REALTORS® for such purposes that relate to the real estate services provided by the Broker and the Association to the Buyer(s) included, but not limited to:

- a. locating, assessing and qualifying properties for the Buyer(s);
- b. advertising on behalf of the Buyer(s);
- c. providing information as needed to third parties retained by the Buyer(s) to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and
- d. such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

15. The Buyer(s) agree that the sale and related information regarding any property purchased by them through the Broker may be retained and disclosed by the Broker and/or Association for reporting, appraisal, and statistical purposes.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

2/10/2022 | 5:42 PM EST

Date: _____

Witness Initials: TW

Buyer's Initials PM

YS

Witness Initials: HP

Seller's Initials HP





AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Address: 20 Boland Street St John's NL A1S0A2

16. The following terms and conditions, as per the attached forms, shall form part of this Agreement of Purchase and Sale.

- a) Agency Disclosure Acknowledgement
b) Appendix "A"
c) Schedule "A"
d) MLS Listing

17. A Home Inspection Report Addendum [] does, [] does not form part of this Agreement of Purchase & Sale.

This offer shall be open for acceptance by you until 5:00 PM on the 11 day of February 2022 after which time if not accepted it shall be null void and the deposit shall be returned as soon as it is practicable.

I acknowledge having read and received a copy of this agreement at the time of signing.

Dated at St. John's, NL at 6:00 PM this 10 day of February 2022

Witness

DocuSigned by: Pamela Mills
Buyer Pamela Mills

Witness

DocuSigned by: Gavin Diamond
Buyer Gavin Diamond

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

2/10/2022 | 5:42 PM EST

Date:

Witness Initials: TW

Buyer's Initials: PM

Witness Initials:

Seller's Initials:



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AGREEMENT OF PURCHASE & SALE
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Address: 20 Boland Street St John's NL A1S0A2

Seller to sign one of the three sections below

I hereby accept the above offer and agree to sell on the above terms.

I agree to pay the Broker, RE/MAX Infinity REALTY INC., a commission as per Listing Agreement, for having procured this Offer, said commissions and HST to be deducted from the deposit, and in consideration of the Broker having procured this Offer, I hereby assign to, and irrevocably instruct my solicitor to pay direct to the said Broker, any unpaid balance of commission and HST from the proceeds of the sale and further instruct the Broker to remit any balance of monies to my solicitor herein. I acknowledge having read and received a copy of this agreement at the time of signing. The Listing Broker shall pay all Selling Broker's commission out of commissions received by him.

Dated at St John's NL at PM this 15th day of Feb. 2022

Witness Theresa Whiffen Seller + [Signature] The Roman Catholic Episcopal Corporation of St. John's

Witness Seller

Buyer(s) Lawyer Seller(s) Lawyer

I hereby accept the above offer and all its terms and conditions, subject to the amendments, exceptions and/or additions set out in the Counter Offer attached hereto.

Dated at at this day of

Witness Seller The Roman Catholic Episcopal Corporation of St. John's

Witness Seller

I hereby reject the above offer to sell on the above terms and conditions.

Dated at at this day of

Witness Seller The Roman Catholic Episcopal Corporation of St. John's

Witness Seller





APPENDIX "A"
(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Attached to and forming part of the Agreement of Purchase & Sale between:

Buyer(s) Pamela Mills Gavin Diamond
and
Seller(s) The Roman Catholic Episcopal Corporation of St John's
on the property known as 20 Boland Street St John's NL A1S0A2
in the Province of Newfoundland & Labrador, dated February 10 2022

- 1) Subject to confirmation on final walk through of the property, to be carried out by the Purchasers or Purchasers' agent on the date of closing, that the property is in the condition that it was at the time of the offer to purchase.
2) Vendor to provide a survey and real property report satisfactory to the Purchaser's lawyer. If new one required, Purchaser(s) will fully cover this cost.
3) The following items, as viewed, shall be included in the sale of the property: all appliances, and to be in good working order upon closing (fridge, stove, microwave, dishwasher, washer, dryer), window treatments and applicable hardware, TV wall mounts, attached shelving, mirrors, triple head mini split, city garbage can.
4) Subject to completion of sale of Purchaser's property located at 69 Della Drive, St. John's, NL. Accepted offer already in place.
5) Closing date to be negotiated upon sale of Purchasers' property located at 69 Della Drive, St. John's, NL, if necessary.
6) Home Inspection to be completed within 7 days of firm sale on purchaser's property located at 69 Della Drive, St. John's, NL. Purchaser(s) acknowledge that Home Inspection to be completed for knowledge purposes only. Purchasers reserve the right to void contract if Home Inspection results are unsatisfactory.

** This offer applicable in competing offer situation only.**

I hereby acknowledge having read and received a copy of this "Appendix A" at the time of signing.

Dated at St. John's, NL at 6:00 PM this 10 day of February 2022
(Municipality, Province, etc.) (AM/PM) (Month) (Year)
Witness Buyer Pamela Mills Pamela Mills
Witness Buyer Gavin Diamond Gavin Diamond

I hereby acknowledge having read and received a copy of this "Appendix A" at the time of signing.

Dated at St John's NL at pm this 15th day of Feb 2022
(Municipality, Province, etc.) (AM/PM) (Month) (Year)
Witness Thalisa Whypfer
Witness Seller



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SCHEDULE "A" (For Use By Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Attached to and forming part of the Agreement of Purchase & Sale between:

Buyer(s): Pamela Mills Gavin Diamond and

Seller(s): The Roman Catholic Episcopal Corporation of St John's

on the property known as 20 Boland Street St John's NL A1S0A2

in the Province of Newfoundland & Labrador, dated February 10 2022

- 1. The attached Agreement of Purchase & Sale is subject to an accepted Agreement of Purchase & Sale on the Buyer's property situated at 69 Della Drive St. John's NL on or before the 28 day of February 2022 (Month) (Year)
2. The Seller(s) reserves the right to continue to offer the property for sale, and should the Seller(s) accept another offer, the Seller(s) shall allow the Buyer(s) 96 hours from when the Buyer(s) of the selling Salesperson or Broker, receives notification of such offer: a. to delete Clause 1 of this Schedule "A"; b. obtain written approval of financing necessary to complete this purchase; and c. to delete the following Clauses of the Agreement of Purchase & Sale: d) All mentions of Schedule "A".
3. The Buyer(s) reserve the right to delete Clause 1 of this Schedule "A" at any time within the specific times specified above making this Agreement firm and binding under the terms and conditions described herein, provided no notice has been given under Clause 2 hereof.

I hereby acknowledge having read and received a copy of this Schedule at time of signing.

Dated at St. John's, NL at 6:00 PM this 10 day of February 2022 (Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness

DocuSigned by: Pamela Mills Buyer F0E2245E2018468 Pamela Mills

Witness

DocuSigned by: Gavin Diamond Buyer E0F952901BE14ED Gavin Diamond

I hereby acknowledge having read and received a copy of this Schedule at time of signing.

Dated at St John's NL at PM this 15th day of Feb 2022 (Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness

Shirley Whiffen The Roman Catholic Episcopal Corporation of St John's Seller

Witness

Seller



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HOME INSPECTION REPORT ADDENDUM
(For Use By Members of the Newfoundland and Labrador Association of REALTORS INC.)



Attached to and forming part of the Agreement of Purchase and Sale between:

Page 1 of 2

Buyer(s) Pamela Mills Gavin Diamond and

Seller(s) The Roman Catholic Episcopal Corporation of St John's on the

Property known as 20 Boland Street St John's NL A1S0A2

in The Province Of Newfoundland & Labrador dated February 10 2022

- 1. The Buyer(s) and Seller(s) hereby agree that this Agreement of Purchase and Sale is subject to a "Home Inspection Report" to be completed on behalf of the Buyer(s), at the Buyer(s) expense, on or before 11:59 PM on the See Appendix "A" day of (Month) (Year) (AM/PM).
2. Notification of any objection or deficiencies from this report will be provided to the Seller(s), or the Seller(s) Broker in writing, on or before the time specified in Clause (1) of this Addendum. Failure of the Buyer(s) to notify the Seller(s) within the time specified, shall be deemed as Notice that the Home Inspection is satisfactory to the Buyer(s).
3. The Buyer(s) and Seller(s) thoroughly understand and agree that any home inspection being done is solely for the purpose of determining if the current condition of the property's structures, mechanical, electrical, and life safety items are defective.
4. The Seller(s) reserves the right to correct any deficiencies identified in the "Home Inspection Report" in a good and workmanlike manner on or before the scheduled Closing date, by providing to the Buyers in writing those deficiencies they are willing to correct. It is then the Buyers right and obligation, at their cost, to have a follow-up inspection, limited to items that Seller(s) agreed to correct, to ensure any repair/replacement is done properly.
5. This Agreement of Purchase and Sale is further subject to the Seller(s) either: correcting the valid deficiencies that the Buyer has identified in writing as set out in Clause 2 of the Home Inspection Report Addendum, on or before the scheduled Closing Date or, the Seller(s) and the Buyer(s) agreeing on a price adjustment, in lieu of correcting such deficiencies.
6. The Buyer(s) understand that any home inspection recommendations to have cosmetic work done, opinions pertaining to possible replacement because of future wear and tear, recommendations that supersede building code or observations where the building code has changed since construction/installation will not constitute legitimate violations or deficiencies to the Seller(s).
7. The Buyer(s) further understand that they cannot raise objections based on any home inspection violations or opinions outside the scope outlined in Clause 3 of this addendum nor any functional or cosmetic deficiencies that were clearly visible at the date the property was viewed.
8. In the event that either the Seller(s) fails or refuses to correct the valid deficiencies, as defined in Clauses 3 and 6 of the Home Inspection Report Addendum, that the Buyer(s) has identified on or before the scheduled Closing Date or if the Seller(s) and Buyer(s) fail to agree on a price adjustment in lieu of such deficiency corrections, this Agreement of Purchase and Sale shall become null and void.

All parties to this Agreement hereby initial Page 1 of 2

Seller(s) Initials [Signature] /
Buyer(s) Initials [Initials] / [Initials]



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HOME INSPECTION REPORT ADDENDUM
(For Use By Members of the Newfoundland and Labrador Association of REALTORS INC.)



Address: 20 Boland Street St John's NL A1S0A2

Disclosure of Home Inspection Results

The Buyer(s) agree that in the result of deficiencies, the written results of any home inspection services, will immediately, upon request in writing, be provided to the Seller(s) and, or, to the Real Estate Broker and Solicitor involved in this real estate transaction.

The Buyer(s) acknowledge having read and received a copy of this Addendum at the time of signing.

Dated at St. John's, NL at 6:00 PM this 10 day of February 2022
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness
Witness

DocuSigned by: Pamela Mills
Buyer FBE2245E8D6649B Pamela Mills
DocuSigned by: Gavin Diamond
Buyer EDF82901BE14ED Gavin Diamond

The Seller(s) acknowledge having read and received a copy of this Addendum at the time of signing.

Dated at St. John's NL at PM this 15th day of Feb 2022
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness
Witness

Seller
Seller





AGENCY DISCLOSURE ACKNOWLEDGEMENT
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The difference between receiving information and services from a Broker and being represented by a Broker is the difference between being a customer and being a client.

AGENCY DISCLOSURE - Members of The Canadian Real Estate Association abide by a strict Code of Ethics and Standards of Business Practice, which serves to protect the buying and selling public alike. One of the ethical obligations embodied in the Code requires that the REALTORS® disclose who they are representing in a real estate transaction:

ARTICLE 3 – A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement of disclosure from, all parties to a transaction regarding the role and the nature of service that the REALTOR® will be providing to the client versus the customer or other party to the transaction. The REALTOR® shall also disclose his or her role to other REALTORS® involved in the transaction.

If you have any questions about the contents of this form contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.

When working with a real estate Broker in buying or selling real estate, it is important that you understand who the Broker is representing in the transaction.

Is the Broker representing the seller, the buyer, or both? Who is the Agent's client? Who is the customer?

The difference between RECEIVING INFORMATION AND SERVICES FROM A BROKER and BEING REPRESENTED BY A BROKER is the difference between being a CUSTOMER and being a CLIENT.

The person who is represented by a Broker is a CLIENT. The Broker owes the client the duties of utmost care, integrity, confidentiality and loyalty.

A CUSTOMER, on the other hand, receives valuable information and assistance from an Agent, but is not represented by that Agent.

Regardless of whom the Broker represents, however, the Broker is obliged to treat all parties to a transaction honestly and fairly. The Broker must:

- respond honestly and accurately to questions concerning the property
- disclose material facts which the Broker knows or reasonably ought to know about the property
- promptly present all offers to the seller
- market the property without regard to race, creed, sex, handicap, religion or national origin

SELLER'S BROKER- A SELLER'S BROKER represents the Seller – either as a LISTING BROKER under a listing agreement with the Seller OR by cooperating as a SUB-AGENT, typically through the Multiple Listing Service®.

In dealing with prospective buyers (customers), a SELLER'S BROKER can provide a variety of information and services to assist the buyer in his/her decision-making, but the SELLER'S BROKER is not the Broker for the buyer.

BUYER'S BROKER– A BUYER'S BROKER represents the buyer, preferably pursuant to a Buyer Brokerage agreement. A BUYER'S AGENT'S primary allegiance is to the buyer.

DUAL BROKER- A DUAL BROKER acts on behalf of both the seller and the buyer in the same transaction. In other words, both the seller and the buyer are the Agent's clients.

A DUAL BROKER may not represent both parties without their informed consent and must ensure that the parties understand the possible effects of the dual representation, including, for example, that no information received in connection with the transaction can be treated as confidential unless an agreement in writing limiting the transfer of information exists.

ACKNOWLEDGEMENT – This form does not create an agency relationship. Its purpose is to ensure that all parties understand who is representing whom and to acknowledge that disclosure of this representation has occurred.

I have read and understand this form and acknowledge that

Travis Pickford
(Name of Agent)

Keller Williams Platinum Realty
(Firm Name)

disclosed he/she is representing:

Seller, as listing Broker or Sub-Agent

Buyer, as Buyer's Broker

Both Seller and Buyer, with the full knowledge and consent of all parties

[Signature]
Seller
The Home Connection International Corporation of the USA's

Feb 15/22
Date
2/10/2022 5:42 PM EST

[Signature]
Seller
Disclosed by

[Signature]
Date
2/10/2022 7:12 PM

[Signature]
Buyer
Pamela Mills

Date

[Signature]
Buyer
Gavin Diamond

Date



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Attached to and forming part of the Agreement of Purchase & Sale on the Seller(s) property known as:

20 Boland street

in the Province of Newfoundland & Labrador, dated _____ between:

Sellers
 Buyer(s): Roman Catholic Episcopal corp of st John's and
Buyers:
 Seller(s): Kieran Heffernan Renee Heffernan

Notice is hereby given that the property referred to in this Agreement is presently subject to an existing Agreement of Purchase & Sale which contains a "Schedule A" clause with 72 hours. This Agreement of Purchase & Sale is subject to the termination of the Seller's obligation to sell under that Agreement.

I hereby acknowledge having read and received a copy of this Schedule at time of signing.

Dated at St John's at _____ this 15 day of February 2022
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Dulcie Slaney
 Witness

Kieran Heffernan
~~Buyer~~ Seller Roman Catholic Episcopal corp of st John's

Witness

Buyer

I hereby acknowledge having read and received a copy of this Schedule at time of signing.

Dated at _____ at _____ this _____ day of _____
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness

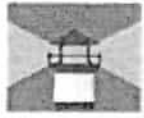
~~Seller~~ Buyers Kieran Heffernan

Witness

~~Seller~~ Buyers Renee Heffernan



Appendix C



EAST COAST
MORTGAGE BROKERS
Expect the most when you deal with East Coast

Visit us at www.ecmb.ca
75 Tiffany Lane
St. John's, NL A1A 4H7
Phone 709-754-0422
Fax 709-754-0466



February 3, 2022

Dear Brent Wadman & Jillian Byrne

Re: Pre-approval letter for Brent & Jillian

Purchase Price \$██████████

We are pleased to advise financing has been pre- approved for \$██████████.

Should any information arise prior to closing, which may materially affect your application, East Coast Mortgage Brokers reserves the right to withdraw this pre-approval.

As a mortgage specialist, I welcome the opportunity to help you generate more leads and more closed sales. I am available to meet with you and your clients to arrange a mortgage application or preapproval at any time.

We sincerely appreciate and thank you for choosing East Coast Mortgage Brokers.

Yours Truly,

Deanne Whelan

Deanne Whelan
Mortgage Broker

cc.



AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Agency has been explained to me and an Agency Disclosure/Acknowledgement form has been given to me. With respect to this offer to purchase and subsequent dealings between the Buyer and the Seller on the below noted Property the selling Broker gives notice of the following agency relationship.

Sub-Agency X Buyer Agency Dual Agency Acknowledged SELLER:

I/We Jillian Byrne Brent Wadman of CBS NL (Municipality, Province, etc.),

hereinafter called the "Buyer(s)" having inspected the Property known civically as:

38 The Boulevard St. John's NL A1A1J9

in the Province of Newfoundland & Labrador (hereinafter called the Property) offer to purchase the property from:

The Roman Catholic Episcopal Corporation of St. John's hereinafter called the "Seller(s)"

through the Seller's/Buyer's Brokers RE/MAX Infinity REALTY INC. and Keller Williams Platinum Realty

at the price of \$ [redacted] of lawful money of Canada, upon the following terms & conditions, payable as follows:

\$ [redacted] by cash/cheque/EFT to the Broker or Broker's representative for the Seller within 48 hours of the acceptance of this Agreement of Purchase & Sale as a deposit to be held in trust by such Broker pending completion or other termination.

\$ [redacted] as follows: \$ [redacted] as down payment on the Closing Date, and the balance by:

Financing through purchaser's financial institution of choice. (Pre Approved)

On the following terms and conditions:

- 1. Provided the title is good and free from all encumbrances except as aforesaid, and except as to any registered restrictions or covenants that run with the land.
2. Insurance, Rentals, Mortgage Interest, Taxes, Water Rates & Fuel, to be apportioned and allowed to date herein fixed for completion of the sale.
3. It is a condition of this sale that if the Buyer requires financing for this transaction, the Buyer shall obtain approval for such financing on or before 11:59 PM on the 17 day of February 2022.
4. If this Purchase & Sale is subject to the Buyer obtaining any permits, such permits shall be obtained by the Buyer on or before 11:59PM on the NA day of NA NA.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: 2/4/2022 | 4:42 PM CST

Witness Initials:

Buyer's Initials

Witness Initials:

Seller's Initials



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AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Address: 38 The Boulevard St. John's NL A1A1J9

5. Vacant possession to be given by the Seller on or before the 24 day of March 2022

This transaction of Purchase & Sale shall be completed on or before the 24 day of March 2022

6. This offer, when accepted, shall constitute a binding contract of Purchase & Sale, and time shall in all respects be of the essence hereof.

7. The Seller agrees to release the Buyer's deposit should the transaction be unable to be completed because of a failure to satisfy a condition of this Agreement, provided that the Buyer provides the Seller with written proof of the Buyer's reason(s) for the failure to satisfy such condition(s) of this Agreement. With the exception of the foregoing provision only, the Buyer is to forfeit the deposit unless he completes as agreed herein.

8. This offer and its acceptance to be read with all changes of gender or number required by the context.

9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective Heirs, Executors, Administrators, Successors and Assigns.

10. I agree to buy on the above terms, and I understand that this offer shall not constitute a binding Agreement of Sale until signed by the Seller.

11. All buildings and equipment upon the real property shall be and remain at the risk of the Seller until closing. Pending completion of sale, the Seller will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear.

12. The Seller warrants that there are no outstanding work orders on the property and shall supply written confirmation from the Municipality if requested by the Buyer.

13. The following leased or rented equipment or fixtures are located on the property, and shall be assumed by the Buyer, or paid out by the Seller as listed below:

Assumed by Buyer
None

Paid out by Seller
All Applicable

Buyer's Initials [Handwritten initials]

[Handwritten initials]

Seller's Initials [Handwritten initials]

14. The Buyer(s) hereby consent to the collection, use and disclosure of personal information by the Broker and by other members of the MLS Service of the Newfoundland and Labrador Association of REALTORS for such purposes that relate to the real estate services provided by the Broker and the Association to the Buyer(s) included, but not limited to:

- a. locating, assessing and qualifying properties for the Buyer(s);
b. advertising on behalf of the Buyer(s);
c. providing information as needed to third parties retained by the Buyer(s) to assist in a transaction (e.g. financial institutions, building inspectors, etc.); and
d. such other use of the Buyer's information as is consistent with the services provided by the Broker in connection with the purchase or prospective purchase of the property.

15. The Buyer(s) agree that the sale and related information regarding any property purchased by them through the Broker may be retained and disclosed by the Broker and/or Association for reporting, appraisal, and statistical purposes.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: 2/4/2022 | 4:42 PM CST

Witness Initials: [Handwritten initials]

Buyer's Initials [Handwritten initials]
Seller's Initials [Handwritten initials]





AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Address: 38 The Boulevard St. John's NL A1A1J9

- 16. The following terms and conditions, as per the attached forms, shall form part of this Agreement of Purchase and Sale.
(1) Subject to confirmation on final walk through of the property, to be carried out by the Purchasers or Purchasers' agent on the day of closing that the property is in the condition or better than it was at the time of the offer to purchase.
(2) Vendor to provide a survey & real property report satisfactory to purchasers lawyer, if a new survey or real property report is required, purchaser to cover cost.
(3) Subject to the purchaser completing a satisfactory final walk-through on the day of closing to confirm the property is in equal or better condition than when agreed to purchase.
(4) The following items, as viewed and in good working order, to remain and form part of the agreement of purchase and sale: (a) All attached shelving (b) all light fixtures, (c) all window fixtures, blinds & draperies (d) all bathroom mirrors, (e) any TV mounts, (f) all appliances including; refrigerators, stoves, microwaves, range hoods, dishwashers, washer, dryer, deep freeze, (g) fireplace & any fireplace equipment including remotes, (h) any garage door remotes, (i) shed, (k) all keys for all doors to home and any out-buildings. (j) municipal garbage bin(s)
(5) If applicable, lawn to be mowed and/or driveway to be cleared of snow and salted for the day of closing.
(6) Subject to vendor providing heating & electricity costs for the last 48 months within 48 hours of offer acceptance. With Purchasers having 48 hours to review and deem satisfactory
(7) Subject to the property being professionally cleaned for final walkthrough

17. A Home Inspection Report Addendum X does, [] does not form part of this Agreement of Purchase & Sale.

This offer shall be open for acceptance by you until 11:59 PM on the 07 day of February after which time if not accepted it shall be null void and the deposit shall be returned as soon as it is practicable.

I acknowledge having read and received a copy of this agreement at the time of signing.

Dated at Via DocuSign at 7:00PM this 04 day of February 2022
(Municipality, Province, State, etc) (AM/PM) (Month) (Year)

Witness Buyer Jillian Byrne
Witness Buyer Brent Wadman

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: 2/4/2022 | 4:42 PM CST
Witness Initials: TW Buyer's Initials: JB
Seller's Initials: BW



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AGREEMENT OF PURCHASE & SALE
(For Use by Members of the Newfoundland and Labrador Association of REALTORS Inc.)



Address: 38 The Boulevard St. John's NL A1A1J9

Seller to sign one of the three sections below

I hereby accept the above offer and agree to sell on the above terms.

I agree to pay the Broker, RE/MAX Infinity REALTY INC., a commission as per Listing Agreement, for having procured this Offer, said commissions and HST to be deducted from the deposit, and in consideration of the Broker having procured this Offer, I hereby assign to, and irrevocably instruct my solicitor to pay direct to the said Broker, any unpaid balance of commission and HST from the proceeds of the sale and further instruct the Broker to remit any balance of monies to my solicitor herein. I acknowledge having read and received a copy of this agreement at the time of signing. The Listing Broker shall pay all Selling Broker's commission out of commissions received by him.

Dated at _____ at _____ this _____ day of _____ (Municipality, Province, etc) (AM/PM) (Month) (Year)

Witness Seller The Roman Catholic Episcopal Corporation of St. John's

Witness Seller of St. John's

Buyer(s) Lawyer Seller(s) Lawyer

I hereby accept the above offer and all its terms and conditions, subject to the amendments, exceptions and/or additions set out in the Counter Offer attached hereto.

Dated at St John's NL at 11 AM this 10th day of February 2022 (Municipality, Province, etc) (AM/PM) (Month) (Year)

Theresa Whippet Witness

+ Peter Smith Seller

Witness

Seller

I hereby reject the above offer to sell on the above terms and conditions.

Dated at _____ at _____ this _____ day of _____ (Municipality, Province, etc) (AM/PM) (Month) (Year)

Witness

Seller

Witness

Seller





HOME INSPECTION REPORT ADDENDUM
(For Use By Members of the Newfoundland and Labrador Association of REALTORS® INC.)



Attached to and forming part of the Agreement of Purchase and Sale between:

Page 1 of 2

Buyer(s) Jillian Byrne Brent Wadman and
 Seller(s) The Roman Catholic Episcopal Corporation of St. John's on the
 Property known as 38 The Boulevard OTHER St. John's NL A1A1J9
 in The Province Of Newfoundland & Labrador dated February 04 2022

- The Buyer(s) and Seller(s) hereby agree that this Agreement of Purchase and Sale is subject to a "Home Inspection Report" to be completed on behalf of the Buyer(s), at the Buyer(s) expense, on or before 11:59PM on the 14 day of February 2022.
(AM/PM) (Month) (Year)
- Notification of any objection or deficiencies from this report will be provided to the Seller(s), or the Seller(s) Broker in writing, on or before the time specified in Clause (1) of this Addendum. Failure of the Buyer(s) to notify the Seller(s) within the time specified, shall be deemed as Notice that the Home Inspection is satisfactory to the Buyer(s).
- The Buyer(s) and Seller(s) thoroughly understand and agree that any home inspection being done is solely for the purpose of determining if the current condition of the property's structures, mechanical, electrical, and life safety items are defective.
- The Seller(s) reserves the right to correct any deficiencies identified in the "Home Inspection Report" in a good and workmanlike manner on or before the scheduled Closing date, by providing to the Buyers in writing those deficiencies they are willing to correct. It is then the Buyers right and obligation, at their cost, to have a follow-up inspection, limited to items that Seller(s) agreed to correct, to ensure any repair/replacement is done properly.
- This Agreement of Purchase and Sale is further subject to the Seller(s) either: correcting the valid deficiencies that the Buyer has identified in writing as set out in Clause 2 of the Home Inspection Report Addendum, on or before the scheduled Closing Date or, the Seller(s) and the Buyer(s) agreeing on a price adjustment, in lieu of correcting such deficiencies.
- The Buyer(s) understand that any home inspection recommendations to have cosmetic work done, opinions pertaining to possible replacement because of future wear and tear, recommendations that supersede building code or observations where the building code has changed since construction/installation will not constitute legitimate violations or deficiencies to the Seller(s).
- The Buyer(s) further understand that they cannot raise objections based on any home inspection violations or opinions outside the scope outlined in Clause 3 of this addendum nor any functional or cosmetic deficiencies that were clearly visible at the date the property was viewed.
- In the event that either the Seller(s) fails or refuses to correct the valid deficiencies, as defined in Clauses 3 and 6 of the Home Inspection Report Addendum, that the Buyer(s) has identified on or before the scheduled Closing Date or if the Seller(s) and Buyer(s) fail to agree on a price adjustment in lieu of such deficiency corrections, this Agreement of Purchase and Sale shall become null and void.

All parties to this Agreement hereby initial Page 1 of 2

Seller(s) Initials

Buyer(s) Initials

JB / BW



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HOME INSPECTION REPORT ADDENDUM
(For Use By Members of the Newfoundland and Labrador Association of REALTORS INC.)



Address: 38 The Boulevard OTHER St. John's NL A1A1J9

Disclosure of Home Inspection Results

The Buyer(s) agree that in the result of deficiencies, the written results of any home inspection services, will immediately, upon request in writing, be provided to the Seller(s) and, or, to the Real Estate Broker and Solicitor involved in this real estate transaction.

The Buyer(s) acknowledge having read and received a copy of this Addendum at the time of signing.

Dated at Via DocuSign at 7:00PM this 04 day of February 2022
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness
Witness

DocuSigned by:
Buyer [Signature]
Buyer [Signature]
Jillian Byrne
Brent Wadman

The Seller(s) acknowledge having read and received a copy of this Addendum at the time of signing.

Dated at St. John's, NL at 11:47AM this 10th day of February 2022
(Municipality, Province, State, etc.) (AM/PM) (Month) (Year)

Witness
Witness [Signature]

Seller [Signature]
Seller of St. John's





AGENCY DISCLOSURE ACKNOWLEDGEMENT

(For Use By Members of the Newfoundland and Labrador Association of REALTORS® INC.)



The difference between receiving information and services from a Broker and being represented by a Broker is the difference between being a customer and being a client.

AGENCY DISCLOSURE - Members of The Canadian Real Estate Association abide by a strict Code of Ethics and Standards of Business Practice, which serves to protect the buying and selling public alike. One of the ethical obligations embodied in the Code requires that the REALTORS® disclose who they are representing in a real estate transaction:

ARTICLE 3 - A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement of disclosure from, all parties to a transaction regarding the role and the nature of service that the REALTOR® will be providing to the client versus the customer or other party to the transaction. The REALTOR® shall also disclose his or her role to other REALTORS® involved in the transaction.

If you have any questions about the contents of this form contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.

When working with a real estate Broker in buying or selling real estate, it is important that you understand who the Broker is representing in the transaction.

Is the Broker representing the seller, the buyer, or both? Who is the Agent's client? Who is the customer?

The difference between RECEIVING INFORMATION AND SERVICES FROM A BROKER and BEING REPRESENTED BY A BROKER is the difference between being a CUSTOMER and being a CLIENT.

The person who is represented by a Broker is a CLIENT. The Broker owes the client the duties of utmost care, integrity, confidentiality and loyalty.

A CUSTOMER, on the other hand, receives valuable information and assistance from an Agent, but is not represented by that Agent.

Regardless of whom the Broker represents, however, the Broker is obliged to treat all parties to a transaction honestly and fairly. The Broker must:

- respond honestly and accurately to questions concerning the property
- disclose material facts which the Broker knows or reasonably ought to know about the property
- promptly present all offers to the seller
- market the property without regard to race, creed, sex, handicap, religion or national origin

SELLER'S BROKER- A SELLER'S BROKER represents the Seller - either as a LISTING BROKER under a listing agreement with the Seller OR by cooperating as a SUB-AGENT, typically through the Multiple Listing Service®.

In dealing with prospective buyers (customers), a SELLER'S BROKER can provide a variety of information and services to assist the buyer in his/her decision-making, but the SELLER'S BROKER is not the Broker for the buyer.

BUYER'S BROKER- A BUYER'S BROKER represents the buyer, preferably pursuant to a Buyer Brokerage agreement. A BUYER'S AGENT'S primary allegiance is to the buyer.

DUAL BROKER- A DUAL BROKER acts on behalf of both the seller and the buyer in the same transaction. In other words, both the seller and the buyer are the Agent's clients.

A DUAL BROKER may not represent both parties without their informed consent and must ensure that the parties understand the possible effects of the dual representation, including, for example, that no information received in connection with the transaction can be treated as confidential unless an agreement in writing limiting the transfer of information exists.

ACKNOWLEDGEMENT - This form does not create an agency relationship. Its purpose is to ensure that all parties understand who is representing whom and to acknowledge that disclosure of this representation has occurred.

I have read and understand this form and acknowledge that

Jessica Penney

(Name of Agent)

Keller Williams Platinum Realty

(Firm Name)

disclosed he/she is representing:

Seller, as listing Broker or Sub-Agent

Buyer, as Buyer's Broker

Both Seller and Buyer, with the full knowledge and consent of all parties

+ [Signature]
DocuSigned by:
[Signature]

Seller

[Signature]
Date
2/4/2022 4:42 PM

Date

[Signature]
DocuSigned by:
[Signature]

Seller

CST

Date

2/4/2022 | 4:57 PM

[Signature]
DocuSigned by:
[Signature]

Buyer

Jillian Byrne

[Signature]
Date

Date

[Signature]
DocuSigned by:
[Signature]

Buyer

Brent Wadman

Date



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SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Property Located at: 38 The Boulevard St John's A1A 1J9

SELLERS ARE RESPONSIBLE for the accuracy of the answers on this disclosure statement, and if uncertain, should reply "DO NOT KNOW". This disclosure statement will form part of the contract of purchase and sale, if so agreed in writing, by the Sellers and Buyers.

SELLERS should select appropriate replies below.			
Yes	No	Do Not Know	Does Not Apply

WATER SUPPLY

Source: Municipal Drilled Well Dug Well Other

Date of Last Water Test:

Are you aware of any problems with the existing system?

Is there a water conditioner or treatment system attached to the water supply?

	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

SEWER SYSTEM

Type: Municipal Septic (Date last pumped:)

Are you aware of any problems with the existing system?

Have any major repairs or upgrades been carried out to the system in the last five years (or since you have owned the property if less than five years)?

	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

ELECTRICAL SYSTEM

What is the amperage of the electrical system? (100/125 Amps)

Are you aware of any problems with the electrical system?

Have any major repairs or upgrades been carried out to the electrical system in the last five years (or since you have owned the property if less than five years)?

	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

PLUMBING SYSTEM

Are you aware of any problems with the plumbing system?

Have any major repairs or upgrades been carried out to the plumbing system in the last five years (or since you owned the property if less than five years)?

	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

HEATING SYSTEM

Type: Oil Propane Electric Wood Heat Pump Radiant Combination

Have there been any major problems with the heating system?

Have any major repairs or upgrades been carried out to the heating system in the last five years (or since you have owned the property if less than five years)?

Have there been any problems with leaks from the fuel lines or tanks?

Are you aware of any problems or deficiencies with the fireplace or chimney?

	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	

Date: February 1, 2022

All Parties to this Statement hereby initial Page 1 of 3

Witness Initials TW Seller's Initials SA
Buyers' Initials BT

OS
OS

Witness Initials _____ Seller's Initials _____





SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Property Located at: 38 The Boulevard St John's A1A 1J9

Yes	No	Do Not Know	Does Not Apply
-----	----	-------------	----------------

STRUCTURAL

Are you aware of any major structural problems, unrepaired damage or leakage in the foundation?			X	
Are you aware of any major structural problems, unrepaired damage, leakage or dampness with the roof or walls?			X	
Have any repairs been carried out to correct leakage or dampness problems in the last five years (or since you owned the property if less than five years)?			X	
Is there insulation in the exterior walls? If yes, specify type:			X	

MECHANICAL

Have there been any major problems with pumps, water purifiers, air conditioning systems, heat pumps, garbage disposals, built-in appliances, etc.?		X		
Are any mechanical system items leased? Items leased: <u>Propane tank</u>		X		

MUNICIPAL

Does the usage of the property conform to the existing zoning?	X			
Number of units approved for occupancy: _____				
Have all necessary building permits been issued for improvements of the property?	X			
Have all necessary Occupancy Permits been issued?	X			
Are you aware of any outstanding work orders on the property?		X		

ENVIRONMENTAL

Does the property currently contain Urea Formaldehyde Foam Insulation?		X		
Are you aware of any environmental contamination on the property?		X		
Are there any in-ground oil storage tanks located within the property?			X	

GENERAL

Are you aware of any limitations with the property such as: Restrictive or Protective Covenants, Easements, Rights-of-Way, Shared Wells, Driveway Agreements, Encroachments on or by adjoining properties? If Yes, Give details on Page 3.			X	
Are there written agreements or documentation regarding the above?			X	
Are you aware of any insurance claims filed for damage to the property in the past five years		X		

Date: February 1, 2022

All Parties to this Statement hereby initial Page 2 of 3

Witness Initials TH Buyer's Initials SP

TH SP

Witness Initials _____ Seller's Initials _____





SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

Page 3 of 3

(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Property Located at: 38 The Boulevard St John's A1A 1J9

ADDITIONAL COMMENTS (attach a schedule if needed)

The information contained in this disclosure statement has been provided to the best of my knowledge. I confirm receipt of a copy of the statement and agree that it may be given to prospective Buyers. I further agree, if requested, to provide any prospective buyers with a further disclosure of any changes in the condition of the property that have occurred since completion of this statement.

Signed at St John's this 1st day of February, 2022.

Witness: The user [signature]

Seller: [Signature] The Roman Catholic Episcopal Cosp of St John's

NOTICE: The information contained in this Property Condition Disclosure Statement has been provided by the SELLERS of the property and believed to be accurate. However, it may be incorrect. It is the responsibility of the BUYER to verify the accuracy of this information. The broker, salespeople and members of the Newfoundland and Labrador Association of REALTORS® Inc. assume no responsibility or liability for accuracy.

Buyer acknowledges having received and read a copy of this Property Condition Disclosure Statement on the 2/4/2022 | 4:42 PM, CST, 2022.

Witness: [Blank line]

Buyer: [Signature] DocuSigned by: [Signature]





COUNTER OFFER
(For Use By Members of the Newfoundland and Labrador Association of REALTORS® Inc.)



Attached to and forming part of the Agreement of Purchase & Sale between:

Seller(s): The Roman Catholic Episcopal Corp of st Johns and

Buyer(s): Jillian Byrne Brent Wadman

on the property known as 38 The Boulevard

in the Province of Newfoundland & Labrador, dated February 09 2022

The Seller accepts the attached offer and all its terms and conditions subject to the following amendments, exceptions and/or additions:

1) **Following items not included, Shelving in the basement, White fridge at the front of the house, small box freezer in the basement.**

2) ~~Closing date to be April 10th, 2022~~ Closing date to be April 14th, 2022

3) **Subject to court approval slated for March 4th, 2022**

This Counter Offer shall be irrevocable by the Seller(s) until _____ on the _____ day of _____

after which time, if not accepted by the Buyer and a copy delivered to the Seller or his Broker, this Counter Offer shall be null and void and all deposit monies shall be returned to the Buyer(s) without interest. If this Counter Offer is accepted by the Buyer(s), the Seller(s) hereby agrees to pay the Broker a commission as per listing agreement for having procured this agreement, said Commission and HST to be deducted from the deposit. In consideration of the Broker procuring this Agreement the Seller(s) hereby irrevocably assigns to, and instructs his solicitor to pay direct to, the said Broker, any unpaid balance of commissions and HST from the proceeds of the sale, and further instructs the Broker to remit any balance of monies (if any) to the Seller(s) solicitor herein.

Buyer(s) and Seller(s) to initial indicating that both have read and understand the above.

Date: 2/10/2022 | 1:22 PM CST

Witness Initials: TW

Buyer's Initials JB

Witness Initials: _____

Seller's Initials TS



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Appendix D

In the Matter of the Notice of Intention ("NOI") to file a Proposal
Roman Catholic Episcopal Corporation of St. John's ("RCECSJ")
Statement of Cash Flow - Variance

Appendix D

		Actuals	Projected	Variance
		21-Dec-21 11-Feb-22	21-Dec-21 11-Feb-22	21-Dec-21 11-Feb-22
RCECSJ - Cumulative Opening Cash Position	(A+C)	2,436,471	2,436,471	–
Archdiocese - Opening Cash Position	A	1,313,634	1,342,952	(29,317)
Archdiocese - Receipts				
Parishes - Assessments		106,580	83,400	23,180
Parishes - Salary and Benefits Recovery		358,428	319,000	39,428
Parishes - Insurance Recovery		121,334	90,200	31,134
Parishes - Fees		3,400	5,400	(2,000)
Parishes - Total Assessments, Fees and Recoveries		589,743	498,000	91,743
Cemetery Operations		80,124	99,200	(19,076)
Rental and Miscellaneous Revenue		40,167	17,800	22,367
Donations		404,097	68,000	336,097
Sale of Real Property		520,000	–	520,000
HST Refund		38,242	–	38,242
HST Refund - Parish Allocation		(22,782)	–	(22,782)
HST on applicable Revenue		11,159	15,200	(4,041)
Archdiocese - Total Receipts		1,660,750	698,200	962,550
Archdiocese - Disbursements (HST inclusive if applicable)				
Archdiocese - Salary and Benefits		211,398	178,100	33,298
Parishes - Salary and Benefits		397,650	319,000	78,650
Insurance Premiums (Archdiocese and Parishes)		105,316	105,400	(84)
Cemetery Operations		27,361	20,800	6,561
Property Repairs & Maintenance		16,520	26,900	(10,380)
Programs, Office Supplies & Other Administrative		21,561	22,200	(639)
Utilities		33,338	12,600	20,738
Bank Fees (Interest & Charges)		9,384	13,600	(4,216)
Professional Fees - Other		33,199	45,900	(12,701)
Property Taxes		–	9,000	(9,000)
Contingency		–	20,000	(20,000)
Archdiocese - Total Disbursements (HST inclusive if applicable)		855,728	773,500	82,228
Archdiocese - Net Cash Flow from Operations		805,022	(75,300)	880,322
Restructuring Measures				
Professional Fees - RCECSJ Legal Counsel		211,786	191,250	20,536
Professional Fees - NOI Trustee		189,603	191,250	(1,647)
Professional Fees - NOI Trustee Counsel		36,510	80,000	(43,491)
Professional Fees - Real Estate Appraisal		74,750	94,875	(20,125)
Professional Fees - Representative Counsel Financial Advisor		–	–	–
Restructuring Measures - Total		512,648	557,375	(44,727)
Archdiocese - Net Cash Flow		292,373	(632,675)	925,048
Archdiocese - Closing Cash Position	B	1,606,008	710,277	895,731
Parishes - Opening Consolidated Cash Position	C	1,122,836	1,093,519	29,317
Parishes - Net Cash Flow		(168,366)	–	(168,366)
Parishes - Closing Consolidated Cash Position	D	954,471	1,093,519	(139,048)
RCECSJ - Cumulative Closing Cash Position	(B+D)	2,560,478	1,803,796	756,683


Appendix E

In the Matter of the Notice of Intention ("NOI") to file a Proposal
Roman Catholic Episcopal Corporation of St. John's ("RCECSJ")
Statement of Projected Cash Flow (the "CFST") for the period ending 13 May 2022

		21-Dec-21	14-Feb-22	19-Feb-22	25-Feb-22	26-Feb-22	04-Mar-22	05-Mar-22	11-Mar-22	12-Mar-22	18-Mar-22	25-Mar-22	26-Mar-22	01-Apr-22	02-Apr-22	08-Apr-22	15-Apr-22	16-Apr-22	22-Apr-22	29-Apr-22	30-May-22	07-May-22	13-May-22	2022		
		Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Actual	
				Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	2022	
				14-Feb-22	21-Feb-22	28-Feb-22	05-Mar-22	12-Mar-22	19-Mar-22	26-Mar-22	02-Apr-22	09-Apr-22	16-Apr-22	23-Apr-22	30-Apr-22	07-May-22	14-May-22	21-May-22	28-May-22	04-Jun-22	11-Jun-22	18-Jun-22	25-Jun-22	02-Jul-22	2022	
RCECSJ - Cumulative Opening Cash Position	(A+C)	2,436,471	2,560,478	2,541,378	2,407,178	2,407,178	2,230,378	2,177,678	1,979,178	1,924,778	1,924,778	1,741,278	1,703,578	1,604,278	1,554,578	1,554,578	1,399,278	1,399,278	1,244,508	1,244,508	1,114,308	1,114,308	1,114,308	1,114,308	2,560,478	
Archdiocese - Opening Cash Position	1	1,313,634	1,506,008	1,586,908	1,452,708	1,452,708	1,275,908	1,223,208	1,024,708	970,308	970,308	786,608	749,108	649,808	600,108	600,108	449,508	449,508	294,508	294,508	164,308	164,308	164,308	164,308	1,606,008	
Archdiocese - Receipts	2	106,580	-	-	72,500	72,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	215,500	
Parishes - Assessments	3	358,428	-	78,700	41,400	41,400	76,800	76,800	74,200	74,200	72,700	72,700	72,700	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	546,900	
Parishes - Salary and Benefits Recovery	4	121,334	-	-	37,000	37,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	109,400	
Parishes - Insurance Recovery	5	3,400	-	-	3,400	3,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,200	
Parishes - Fees																										
Archdiocese - Total Assessments, Fees and Recoveries		589,742	-	78,700	154,300	154,300	76,800	76,800	74,200	74,200	72,700	72,700	72,700	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	882,000	
Archdiocese - Disbursements (HST Inclusive if applicable)	3	211,398	3,600	28,200	43,000	43,000	28,200	3,600	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	28,200	272,200	
Archdiocese - Salary and Benefits	4	397,650	10,800	78,700	30,600	30,600	76,800	10,800	74,200	74,200	72,700	72,700	72,700	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	71,900	557,700	
Parishes - Salary and Benefits	3	105,316	-	-	52,700	52,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	158,100	
Insurance Premiums (Archdiocese and Parishes)	4	27,361	2,600	2,600	2,600	2,600	-	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	37,000	
Century Operations	6	16,520	3,300	3,300	3,300	3,300	-	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	4,200	
Property Repairs & Maintenance	11	21,561	3,300	3,300	3,300	3,300	-	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	4,200	
Programs, Office Supplies & Other Administrative	11	33,338	2,500	2,300	4,300	4,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	6,600	
Utilities	11	9,384	1,700	1,700	1,700	1,700	800	1,900	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	35,800	
Bank Fees (Interest & Charges)	11	33,199	7,800	7,800	9,100	9,100	18,500	6,900	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	46,500	
Professional Fees - Other	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22,100
Parishes - Holding Costs Contingency	13	-	2,500	2,500	2,500	2,500	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	30,000	
Contingency	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,500
Archdiocese - Total Disbursements (HST Inclusive if applicable)		855,728	29,300	128,600	158,700	158,700	139,700	31,700	138,800	138,800	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	143,700	1,361,800	
Archdiocese - Net Cash Flow from Operations		885,022	(19,100)	(31,700)	33,200	33,200	(52,700)	(21,500)	(54,400)	(54,400)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	463,500	
Restruccuring Measures																										
Professional Fees - RCECSJ Legal Counsel	15	211,786	-	-	127,000	127,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	381,000
Professional Fees - NOI Trustee	15	189,603	-	59,200	58,000	58,000	-	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	58,000	407,200	
Professional Fees - NOI Trustee Counsel	15	36,516	-	36,300	25,000	25,000	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	165,200	
Professional Fees - Real Estate Appraisal	16	74,750	-	-	-	-	94,000	94,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	94,000
Representative Counsel - Financial Advisor																										115,000
Restruccuring Measures - Total		512,646	-	94,500	210,900	210,900	-	177,000	-	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	210,900	1,087,500	
Archdiocese - Net Cash Flow		282,373	(19,100)	(134,300)	(176,400)	(176,400)	(52,700)	(198,500)	(54,400)	(54,400)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(71,000)	(604,000)	
Archdiocese - Closing Cash Position	B	1,606,008	1,586,908	1,452,708	1,275,908	1,275,908	1,223,208	1,024,708	970,308	970,308	786,608	749,108	649,808	600,108	600,108	600,108	449,508	449,508	294,508	294,508	164,308	164,308	164,308	164,308	1,002,008	
Parishes - Opening Consolidated Cash Position	1	1,122,836	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	
Parishes - Net Cash Flow	C	(166,266)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parishes - Closing Consolidated Cash Position	D	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	954,471	
RCECSJ - Cumulative Closing Cash Position	(B+D)	2,580,478	2,541,378	2,407,178	2,230,378	2,230,378	2,177,678	1,979,178	1,924,778	1,924,778	1,741,278	1,703,578	1,604,278	1,554,578	1,554,578	1,399,278	1,399,278	1,244,508	1,244,508	1,244,508	1,114,308	1,114,308	1,114,308	1,114,308	1,956,478	

This Cash Flow Statement must be read in conjunction with the Notes and Forms 29 and 30 of the Bankruptcy and Insolvency Act.

Roman Catholic Episcopal Corporation of St. John's
Pfr:
Peter Hunt
Archbishop



**IN THE MATTER OF THE NOTICE OF INTENTION
TO FILE A PROPOSAL (the "NOI") OF THE
ROMAN CATHOLIC EPISCOPOCAL CORPORATION OF ST. JOHN'S**

**NOTES TO STATEMENT OF PROJECTED CASH FLOW
(the "SECOND CF")
FOR THE 13-WEEK PERIOD ENDING 13 MAY 2022 (the "PROJECTION PERIOD")**

The Second CF is to be read in conjunction with the attached Form 29 - Trustee's Report on Cash-flow Statement and Form 30 - Report on Cash-flow Statement by the Person Making the Proposal.

Management has prepared the Second CF solely for the purpose of determining the ability of the Roman Catholic Episcopal Corporation of St. John's (the "**Company**" or the "**Corporation**") to fund the operating activities of the Corporation during the extension of the Stay until 20 April 2022. Readers are cautioned that the Second CF may not be appropriate for any other purpose.

The Second CF is based on the probable and hypothetical assumptions detailed below. Actual results may vary from the projection and such variances may be material.

The operations of the Corporation are divided between the Archdiocese (the "**Archdiocese**") and 34 individual parishes (the "**Parishes**"). The Archdiocese is primarily responsible for the administration of the Corporation as a whole, whereas the Parishes are individually responsible for managing their individual regional financial affairs and day-to-day operations. The Second CF reflects the operations of the Archdiocese and includes certain Parish operating obligations.

As more fully described below, the Archdiocese processes certain payments, including salary, benefits and insurance payments, on behalf of the Parishes for administrative purposes. The Parishes subsequently reimburse the Archdiocese for such charges.

1. The Corporation's opening cash position of \$2,560,478 is comprised of Archdiocese opening cash of \$1,606,008 and Parish opening cash of \$954,471.

Investment holdings related to a Chase the Ace and corresponding 50/50 fundraising campaign completed by St. Kevin's Parish (the "**SKP Funds**") are excluded from the Second CF. As at 1 December 2021 the SKP Funds were valued at approximately \$5.5 million. A motion for direction with respect to whether the SKP Funds are an asset of the Corporation available for division amongst creditors and/or available to fund the costs of the Corporation is scheduled to be heard by this Honourable Court on 28 February 2022.

2. The Parishes are responsible for remitting a portion of their income to the Archdiocese every month (the "**Parish Assessments**") to offset Archdiocesan operating costs. Parish Assessments forecast to be collected by the Archdiocese total \$215,500 for the Projection Period and arise, in large part, from parishioner donations and other fund-raising activities.
3. Payroll is processed every two weeks through a third-party payroll service provider. Salary and Benefits includes net payroll obligations paid to Archdiocese and Parish employees, statutory remittances payable to CRA, pension plan contributions and medical benefit insurance premiums payable on behalf of employees and retirees. Payroll attributable to Parish operations is reimbursed back to the Archdiocese.

The Corporation maintains two pension plans. Clergy participate in a defined benefit plan (the "**DB Plan**") and certain lay employees participate in a defined contribution plan. The DB Plan is estimated to have a solvency surplus of approximately \$781,000 as at 31 December 2021.

Medical benefit insurance premiums for lay employees are cost shared equally by the Corporation and employees (50% each). Active priests are responsible for 100% of their medical benefit insurance premiums. The Archdiocese pays 100% of retired priest medical benefit insurance premiums in addition to various supplemental pension top up amounts. Pre-filing medical benefit premiums of \$97,000 payable to Blue Cross arising from 2021 claims exceeding 2021 premiums are forecast to be paid in three installments between January and April 2022. The pre-filing liability is being funded to avoid disruptions to medical benefit coverage which could adversely impact employees and retirees.

4. The Corporation maintains four primary insurance policies (the "**Insurance Policies**") held for the benefit of both the Archdiocese and Parishes. Insurance premiums are paid by the Archdiocese at the beginning of each month. Insurance premiums attributable to Parish operations are generally reimbursed to the Archdiocese at the end of each month. Certain Parishes have elected to pay the full portion of their annual insurance premium to the Archdiocese at the beginning of the calendar year.
5. The Archdiocese provides accounting services to certain Parishes on a fee for service basis. The fees are paid to the Archdiocese at the beginning of each month for services rendered.
6. The Archdiocese operates and maintains five cemeteries in the greater St. John's area. Revenues are generated from the sale of liners, niches and plots, as well as interment fees covering various operational and administrative costs. Costs attributed to cemetery operations are primarily property repairs and maintenance expenses.
7. Rental and miscellaneous revenues are primarily attributable to various Archdiocese real estate holdings including lands used as parking lots and commercial space.
8. The Archdiocese receives non-recurring bequests and special donations from Catholic supporters from time to time for specific programs or projects administered by the Archdiocese or for Archdiocese general use. The Second CF reflects donations of \$57,000 over the Projection Period attributable to one specific donation pledge. Given the nature of donations, no additional donations have been reflected in the Second CF as the frequency and amount of additional donations cannot be estimated and consequently have conservatively been estimated at \$nil for the Projection Period.
9. Sale of Real Property reflects the sale of 38 The Boulevard, St. John's, NL and 20 Boland Street, St. John's, NL at their respective list prices of \$399,900 and \$299,900 which remain subject to Court approval and other standard residential sale conditions as noted within each agreement.
10. The Corporation, as a religious charitable organization, is eligible to recover a percentage of net HST input tax credits which are offset by HST collections on certain sales. The Corporation files HST returns on a quarterly basis comprising both the Archdiocese and Parish operations. The Corporation is generally in an HST refund position given the nature of its operations. Upon receipt of any HST refund the Corporation allocates the proceeds received from CRA between the Archdiocese and Parishes as if each operated as a stand-alone entity. The Corporation anticipates its next HST refund will be received at the end of May 2022.
11. Archdiocese property repairs & maintenance, utilities, bank fees, programs expense, office supplies & other administrative costs are forecast to be maintained at historical levels.
12. Professional fees – other is comprised of IT and accounting administrative support, licensing fees, and pension actuarial fees as required.
13. A contingency provision regards to holding costs for discontinued Parishes has been reflected in the Second CF.
14. A contingency provision for unexpected expenses has been incorporated.

15. Professional fees projected to be incurred over the Projection Period by the Corporation's legal counsel, the NOI Trustee, its counsel and Deloitte in connection with these proceedings.
16. The Corporation has engaged a real estate appraiser to provide certain appraisals and other real estate services in connection with the Corporation's assessment of its real estate holdings.
17. A detailed forecast of Parish operations has not been incorporated within the Second CF other than as articulated above. The Corporation has and will continue to report changes in the Parishes' consolidated cash position throughout the NOI proceeding to provide financial transparency to stakeholders. As described above, while not legally separate from the Corporation, the Parishes individually manage their financial affairs and day-to-day operations. The Corporation will continue to closely monitor the financial viability of the Parishes and make all efforts to minimize holding costs during the Projection Period.

**Roman Catholic Episcopal Corporation
of St. John's**

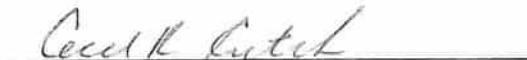
Per:

A handwritten signature in cursive script, appearing to read "Peter Hundt", written over a horizontal line.

Peter Hundt
Archbishop

**Roman Catholic Episcopal Corporation
of St. John's**

Per:

A handwritten signature in cursive script, appearing to read "Cecil Critch", written over a horizontal line.

Cecil Critch
Vicar General

District of: Newfoundland and Labrador
Division No. 01 - Newfoundland and Lab
Court No. 24092
Estate No. 51-2792506

_ FORM 29 _
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Roman Catholic Episcopal Corporation of St. John's
of the City of St. John's, in the Province of Newfoundland and Labrador

The attached statement of projected cash flow of Roman Catholic Episcopal Corporation of St. John's, as of the 11th day of February 2022, consisting of the thirteen (13) week period ending May 13, 2022, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by the management and employees of the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by management for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

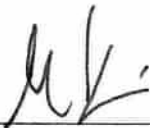
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of Halifax in the Province of Nova Scotia, this 25th day of February 2022.

Ernst & Young Inc. - Licensed Insolvency Trustee

Per:



George Kinsman - Licensed Insolvency Trustee

RBC Waterside Centre

1871 Hollis Street, Suite 500

Halifax NS B3J 0C3

Fax: (902) 420-0503

District of: Newfoundland and Labrador
Division No. 01 - Newfoundland and Lab
Court No. 24092
Estate No. 51-2792506

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
Roman Catholic Episcopal Corporation of St. John's
of the City of St. John's, in the Province of Newfoundland and Labrador

Purpose:

To support the company's intent to file a proposal.

Projection Notes:

Attached to Form 30.

Assumptions:

Set out in Notes 1 through 17.

Dated at the City of Halifax in the Province of Nova Scotia, this 25th day of February 2022.

Ernst & Young Inc. - Licensed Insolvency Trustee

Per:



George Kinsman - Licensed Insolvency Trustee
RBC Waterside Centre
1871 Hollis Street, Suite 500
Halifax NS B3J 0C3
Fax: (902) 420-0503

District of: Newfoundland and Labrador
Division No. 01 - Newfoundland and Lab
Court No. 24092
Estate No. 51-2792506

FORM 30
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
Roman Catholic Episcopal Corporation of St. John's
of the City of St. John's, in the Province of Newfoundland and Labrador

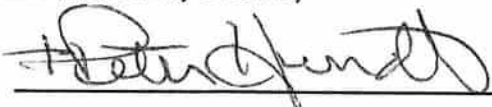
The management of Roman Catholic Episcopal Corporation of St. John's, has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 11th day of February 2022, consisting of the thirteen (13) week period ending May 13, 2022.

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

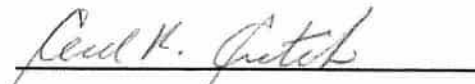
Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the City of St. John's in the Province of Newfoundland and Labrador, this 25th day of February 2022.



Archbishop Peter Hundt
Roman Catholic Episcopal Corporation of St. John's



Vicar General Cecil Critch
Roman Catholic Episcopal Corporation of St. John's

District of: Newfoundland and Labrador
Division No. 01 - Newfoundland and Lab
Court No. 24092
Estate No. 51-2792506

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
Roman Catholic Episcopal Corporation of St. John's
of the City of St. John's, in the Province of Newfoundland and Labrador

Purpose:

To support the company's intent to file a proposal.


Projection Notes:

Attached to Form 30.

Assumptions:

Set out in Notes 1 through 17.

Dated at the City of St. John's in the Province of Newfoundland and Labrador, this 25th day of February 2022.



Roman Catholic Episcopal Corporation of St.
John's