



Spur Line Properties Inc.

Sales Information Package – 19 Budd Avenue, St. Stephen, NB

April 2024



Wherever business takes you

[MNP.ca](https://www.mnp.ca)



Disclaimer

- This package has been prepared solely for the information of parties expressing an interest in 19 Budd Avenue, St. Stephen, NB (the "Property").
- The information in this package (the "Information Package") has been obtained from Spur Line Properties Inc. (the "Company") and other sources and has been prepared for the purpose of providing interested parties with general information to assist them in their evaluation of the Property, for the purposes of determining whether or not to proceed with an offer for the acquisition of the Property on an as-is basis.
- This information is subject to change and has not been audited or otherwise verified by the Court Appointed Receiver (the "Receiver"), or its employees or agents and they do not accept any responsibility for the accuracy, completeness of such information or any other written or oral communication transmitted or made available to a prospective purchaser or any loss that may arise from its use. None of the Receiver, the Company, or any of their affiliates or associates or their directors, officers, employees, agents, shareholders or advisors undertakes to update or otherwise revise or correct any inaccuracies which become apparent in this Information Package or other information supplied.
- The Property is being sold on an "as is where is" basis. Without limiting the generality of the foregoing, an offer will be accepted on the basis that no representation, warranty, inducement or condition has been expressed, given or made or can be implied as to title, size, description, fitness for purpose or intended use, quantity, number, condition or quality of the Property or in respect of any other matter or thing whatsoever, and the offeror shall be deemed to have relied entirely upon his own inspection and investigation of the Property.
- The Receiver reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement related to an acquisition of the Property without prior notice to the recipient or other prospective purchasers. Also, the Receiver reserves the right to terminate, at any time, further participation in the sales process by any party and to modify data, documentation, confidentiality and other procedures at any time and at its discretion without providing any reason to any party.
- Each potential purchaser must rely on its own investigation and due diligence to satisfy itself as to all matters related to the information presented herein, or any other information provided in connection herewith.
- No attempt should be made to contact any representative or employees of the Company. All communications, inquiries and requests for information relating to the Information Package or to a possible transaction involving the Company should be addressed to the Receiver.

Paul Pettigrew
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902-334-2016
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Sales Process Overview

Sales Process Overview

Background:

- On November 17, 2023, MNP Ltd. became the Court Appointed Receiver (the “Receiver”) in respect of the property and assets of Spur Line Properties Inc. (the “Company”) by virtue of Order by the Court of King’s Bench of New Brunswick, in Bankruptcy and Insolvency.
- This Information Package shall be exclusively for the land located at 19 Budd Avenue, St. Stephen, NB (the “Property”).

Sales Process:

- The Receiver intends to make the Information Package available to all interested parties. Prospective purchasers are invited to submit an offer for purchase of the Property as described in this document. The sales process will be managed in accordance with the Terms and Conditions of Sale as presented in **Appendix A**. The Receiver retains the right at any time to terminate or alter the sales process without compensation to any party.

Offers for Purchase:

- Following review of the Information Package, prospective purchasers are asked to submit a binding offer on the Form of Offer as presented in **Appendix B**, to the Halifax office of MNP Ltd. on or before **3:00pm AST, Friday, May 31, 2024**.
- The Receiver will review the offers to purchase and select the final acquirer. The Receiver does not have to accept the highest or any offer. The Receiver intends to select the offer considered to be most favourable in terms of meeting the Receiver’s objectives.
- Prospective purchasers may obtain additional details on the opportunity and viewing arrangements of the Property by contacting Justin Noftall at 902-334-2024 or by email at justin.noftall@mnp.ca.

19 Budd Avenue, St. Stephen, NB

Background and Overview

- The Property is located within the downtown area of St. Stephen, NB, overlooking the St. Croix River and Municipality of Calais, Maine, USA. The Property is situated on the south side of Budd Avenue, adjacent to the Garcelon Civic Centre (20-million-dollar ice rink and community centre) and common square, and boasts unobstructed views of the St. Croix River.
- St. Stephen is a major international border crossing with historical counts as high as two million travellers and nine thousand commercial trucks passing to and from the United States on an annual basis.
- The land, a 2.59-acre parcel, has been slated for development since 2013 when it was acquired from the Town of St. Stephen. Plans for the land have been modified from its original hotel use to a mix of hotel and residential uses, streetscape commercial with a mix of residential condominiums, including designated floors for hotel/short stay use. The land remains cleared with the foundation footprint completed including the extension and addition of preliminary services.
- The Receiver will make the development construction plans, including floor plans and layouts, available to prospective purchasers who execute a non-disclosure agreement (“**NDA**”). The NDA is available by contacting the Receiver.

Location Overview



Location Overview



Site Description

Attribute	Details
Address	19 Budd Avenue, St. Stephen, NB
Zoning	Commercial, Waterfront Zone
Site Area	113,022 square feet (2.59 acres)
Access	Direct access from Budd Avenue
Services	Municipal water and sewer services available Electricity, telephone, and streetlights installed Police and fire services provided by local municipal forces
Easement & Encumbrances	Right-of-way easement to allow access from the lands owned by the Company to the St. Croix River located to the south of the lands
Improvements	Foundation and servicing aspects related to the intended development, which consists of a perimeter frost wall, poured concrete floor slab, and piping particulars

Site Plan



Site Photos



Preliminary Plans

- Preliminary plans for the land included the footprint for a \$20-million hotel development, which consisted of a 17,656 square foot, five storey structure. The Receiver will make the development construction plans, including floor plans and layouts, available to prospective purchasers who execute a NDA. The NDA is available by contacting the Receiver.



Appendices

Appendix A – Terms and Conditions of Sale

Terms and Conditions of Sale (1 of 6)

1. The Vendor is MNP Ltd., in its capacity as Court Appointed Receiver (the "Vendor") of Spur Line Properties Inc. (the "Company" or "Spur Line").
2. The asset being offered for sale is 19 Budd Avenue, St. Stephen, NB (the "Property") pursuant to these Terms and Conditions of Sale consisting of the Vendor's interest in the Property as described in this Information Package.
3. Offers marked "Offer – Spur Line Properties Inc." addressed to MNP Ltd., 1801 Hollis Street, Suite 1400, Halifax, NS, B3J 3N4, must be received by MNP Ltd. no later than **3:00pm AST, Friday, May 31, 2024**.
4. Each offer must be accompanied by a certified cheque or bank draft, payable to "MNP Ltd. – In Trust", for an amount equal to 5% of the offered price (the "Deposit"). If an offer is accepted and approved, the certified cheque or bank draft shall be deemed a cash deposit and the balance of the purchase price shall be paid to the Vendor, at the times and on the terms and conditions herein set out.
5. All offers shall be submitted on the required Form of Offer which is attached to these Terms and Conditions of Sale as Appendix B of this Information Package. Offers that are not on the required Form of Offer, or offers that seek to amend the Terms and Conditions of Sale, may be rejected by the Vendor.
6. In consideration of the Vendor making available these Terms and Conditions of Sale, other information and the opportunity of inspection, each prospective purchaser agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
7. The highest or any offer shall not necessarily be accepted.
8. The Vendor, at its sole discretion, reserves the right at any time to withdraw the Information Package, terminate the Information Package, or alter, add or waive any of the terms and conditions as it deems necessary and/or appropriate.
9. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the successful purchaser (the "Purchaser") within ten (10) business days of the date fixed for the closing of offers. Such notice may be by e-mail, facsimile or other means of recorded telecommunications or by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so sent by facsimile, e-mail or other means of recorded telecommunication, or on date of deposit in a post office if mailed by registered mail, as the case may be. Upon such acceptance, there shall be a valid and binding Agreement of Purchase and Sale (the "Agreement") between the Vendor and the Purchaser on the terms contained herein and the Form of Offer, and the acceptance thereof shall be sufficient evidence of such Agreement.

Terms and Conditions of Sale (2 of 6)

10. Certified cheques or bank drafts accompanying offers that are not accepted by the Vendor will be returned, without interest, to the address provided in the offer within ten (10) business days of the date fixed for the closing of offers, unless otherwise arranged with the bidder.
11. The balance of the purchase price shall be due and payable on closing. The Purchaser acknowledges that the Agreement is being completed under Court Appointed Receivership Proceedings, procedures, and timing therein. The Vendor requires approval of the Court in respect of the sale of the Property. The closing will be completed within 10 business days of Court approval being granted. The Closing Date may be extended for a further thirty (30) calendar days by the Vendor acting alone, or to such other date as may be mutually agreed between the Vendor and the Purchaser.
12. In the event that the Court declines to approve the sale of the Property, such sale shall be deemed to be terminated and the Deposit and any additional funds paid to the Vendor 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.
13. Upon closing of the sale contemplated by the Agreement, the Purchaser shall be entitled, upon receipt by the Vendor of the purchase price, only to such forms of conveyance as may be considered necessary by the Vendor to convey the Property to the Purchaser. Any such forms of conveyance shall contain only a conveyance of the Vendor's interest in the Property and shall not contain any warranty or covenant other than a covenant that the Vendor has done no act to encumber the Property. All such forms shall be in form and substance acceptable to the Vendor and its counsel.
14. The Purchaser agrees to accept title to the Property subject to work orders, license and lease conditions, municipal requirements, including building or zoning by-laws and regulations, and any easements, restrictions and/or covenants which run with the land
15. Real Property and Municipal Taxes will be adjusted on the Closing Date. However, the Vendor 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 Property in priority to the interest being conveyed by the Vendor.
16. In addition to the purchase price for the Property being purchased, the Purchaser shall pay to the Vendor on the Closing Date all applicable federal, provincial and other taxes unless all necessary Certificates (in form and substance acceptable to the Vendor) to exempt the Purchaser therefrom are provided to the Vendor on or before the Closing Date. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. The Purchaser shall be responsible for all costs with respect to the obtaining of all Federal, Provincial and Municipal licenses and permits necessary to carry on a business.

Terms and Conditions of Sale (3 of 6)

17. The obligation of the Vendor to sell and the Purchaser to purchase the Property shall, at the option of the Vendor, 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 Vendor. Such option to terminate by the Vendor 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. In such an event, the Agreement 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 neither party shall be liable to the other for any costs or damages whatsoever. If the Vendor does not exercise such option, the Purchaser shall perform the Agreement. In such event, the Purchaser shall be entitled only to an assignment of any proceeds payable under any existing insurance policies and a transfer of the Property in full settlement of the Vendor's obligations to repair or replace the damaged Property and in full satisfaction of the Agreement.
18. The Vendor reserves the right to cancel the sale of the Property on or before the Closing Date for any reason including, without limitation, that to proceed would not be commercially reasonable, as determined by the Vendor in its sole discretion. If the Vendor exercises the right to cancel the sale of the Property, the Agreement 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.
19. The Vendor shall remain in possession of the Property until the Closing Date and completion of the Agreement. Title to the Property shall not pass to the Purchaser, nor shall the Purchaser be entitled to the possession of the same, until the purchase price and all other payments to be made to the Vendor by the Purchaser pursuant to the Agreement have been paid in full.
20. The Vendor shall not be required to furnish or produce any surveys, reports, abstracts, certificates, deeds, declarations, or other documents as evidence of title except those in its possession. It is the responsibility of the Purchaser to satisfy itself as to title and conditions at its own expense within ten (10) business days of receipt of notice of acceptance of its offer. All costs associated with the Purchaser's due diligence process are strictly for the account of the Purchaser. Without limiting the generality of such due diligence costs, they include all legal costs, surveys, inspections and insurance.
21. If, on or before closing, it is found that there are claims, liens, encumbrances, or other charges against the Property which the Purchaser has not agreed to assume in addition to, or as part of its offer and which the Vendor is unable or not willing to discharge, the Vendor, at its own option, may rescind the Agreement to sell the Property and the Purchaser shall be entitled to the return of the Deposit, without interest and without any other compensation of any kind or nature whatsoever for any loss, damages or other costs.

Terms and Conditions of Sale (4 of 6)

22. If the Purchaser fails to comply with these Terms and Conditions of Sale, the Deposit shall be forfeited to the Vendor on account of damages and the Property may be resold by the Vendor in such manner and on such terms as the Vendor in its sole discretion determines, and the Purchaser shall pay to the Vendor (i) an amount equal to the amount, if any, by which the purchase price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of, or occasioned by, the Purchaser's failure to comply with the Agreement.
23. By submitting an offer, the Purchaser acknowledges that it has inspected the Property and that the Property is sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or in respect of any other matter or thing whatsoever. Without limitation, the Property specifically offered as it exists on closing and with no adjustments to be allowed by the Purchaser for changes in conditions or qualities of the Property from the date hereof to the Closing Date. The Purchaser acknowledges that the Vendor is not required to provide any inspection of the Property and the Purchaser shall be deemed to have relied entirely on its own inspection, knowledge and investigation with respect to the Property.
24. The deed/transfer in favour of the Purchaser and any other information made available for review is done on a confidential basis. All information made available for review as part of the Information Package is done so without any representations or warranties, expressed or implied, by the Vendor as to the accuracy or completeness of such information. Any reliance or decisions made based upon information made available by the Vendor is the responsibility of the Purchaser and no claim may be made against the Vendor, the secured creditors, or any other parties as a result thereof.
25. MNP Ltd. acts in its capacity as Court Appointed Receiver as aforesaid and shall have no personal or corporate liability hereunder or from any Agreement contemplated hereby, or as a result of any sale contemplated hereby.
26. In the event that some of the offers submitted are substantially on the same terms and/or amounts, the Vendor may in its sole discretion call upon those prospective purchasers to submit further offers.
27. The terms and conditions contained herein shall not merge on closing, but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.

Terms and Conditions of Sale (5 of 6)

28. All notices contemplated by these Terms and Conditions of Sale may be forwarded by electronic communication.
29. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part of any Agreement defined herein, shall be governed by the laws of New Brunswick and Canada as applicable thereto, and the Court of King's Bench of New Brunswick shall have exclusive jurisdiction with respect to any disputes arising out of these Terms and Conditions of Sale or any Agreement entered into pursuant to these Terms and Conditions of Sale.
30. The Vendor, at its own discretion, may waive any of the Terms and Conditions of Sale herein.
31. If there is any conflict between these Terms and Conditions of Sale and the advertised Information Package, the terms contained in these Terms and Conditions of Sale shall prevail.
32. The Agreement entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of, and be binding upon, the parties thereto, and their respective successors and permitted assigns. For clarity, the Purchaser may assign or nominate its rights under the Agreement upon the express permission of the Vendor provided that the Purchaser shall remain liable under the Agreement, notwithstanding any assignment thereof by the Purchaser.
33. The Vendor disclaims any obligation or liability in relation to the completeness or accuracy of any documentation or information provided to any prospective offeror or any Purchaser, whether in writing or otherwise, and whether by the Vendor, counsel to the Vendor or any other person for or on behalf of the Vendor (collectively the "Vendor Group"). Each offeror, prospective offeror and any Purchaser shall be deemed to have relied upon its or their own investigations or enquiries of persons other than the Vendor Group in relation to any offer, potential offer or the completion of the purchase of the Property and shall not have any claim against the Vendor Group either based on any contract or principle of liability.
34. The Vendor, notwithstanding anything to the contrary herein, shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it under these Terms and Conditions of Sale or by any Agreement with a Purchaser or any other agreement with any party and shall incur no liability or in respect of anything which it may do or refrain from doing in the exercise of its judgement or which may seem to it to be necessary or desirable in the circumstances. Any reference herein to the exercise of discretion by the Vendor (including phrases such as "in the discretion of", "in the opinion of", "to the satisfaction of" and similar phrases) shall mean that such discretion is absolute and unfettered. Unless the Vendor has actual knowledge or actual notice to the contrary, it may rely upon any communication or document believed by it to be genuine and accurate.

Terms and Conditions of Sale (6 of 6)

35. All stipulations as to time are strictly of the essence.

Appendix B – Form of Offer

Form of Offer (1 of 3)

All offers to purchase must be submitted in writing in the following format no later than 3:00pm AST, Friday, May 31, 2024:

TO: MNP Ltd.
Court Appointed Receiver of Spur Line Properties Inc.
1801 Hollis Street, Suite 1400
Halifax, NS B3J 3N4
Attention: Paul Pettigrew

NAME OF OFFEROR: _____

ADDRESS OF OFFEROR : _____

REPRESENTATIVE NAME: _____

TELEPHONE NUMBER: _____

EMAIL: _____

FAX NUMBER: _____

Please refer to the next page for additional information to accompany offers.

Form of Offer (2 of 3)

OFFER: On the basis of the Terms and Conditions of Sale set out in the Information Package, the Offeror hereby offers to purchase 19 Budd Avenue, St. Stephen, NB as described below:

Offer:

19 Budd Avenue, St. Stephen, NB \$_____

Please provide additional commentary on the offer, if necessary, in the space provided on the next page.

The amount of the offer is exclusive of and subject to all Federal and Provincial Taxes which shall be payable by the Purchaser, where applicable, on the Property purchased.

Form of Offer (3 of 3)

Additional Commentary (if any):

Terms or Conditions (if any):

DEPOSIT: Enclosed is the Offeror's certified cheque payable to MNP Ltd. in the amount of \$_____ representing five percent (5%) of the offer.

ACCEPTANCE OF TERMS: The Offeror agrees that this offer is made subject to the Terms and Conditions of Sale which are included in this Information Package, and the Offeror has read and accepts such terms.

DATED AT _____, _____, THIS _____ DAY OF _____, 2024.
(City or Town) (Province) (Day) (Month)

(Print name of Offeror)

(Signature)