

MUTUAL RELEASE AND TERMINATION AGREEMENTBETWEEN: Amacon Development (City Centre) Corp.

— AND —

(hereinafter called the "Vendor")

AMALE MICHEL ACCAOUI

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 11th day of June 2016, (the "**Purchase Agreement**"), pertaining to the Purchaser's acquisition from the Vendor of Dwelling Unit No. 4 on Level 33 together with 1 Parking Unit and 1 Storage Unit together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "**Purchased Units**"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the City of Mississauga, in the Regional Municipality of Peel, to be located in the proposed condominium project known as PSV – Tower One in Mississauga, Ontario, Canada (hereinafter referred to as the "**Real Property**");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the sum of \$NIL representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "**Deposit Monies**") together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998*, S.O. 1998, as amended.
3. The parties hereto hereby mutually release each other, Taron Warranty Corporation, Blaney McMurtry LLP, Aviva Insurance Company of Canada and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.
4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, Taron Warranty Corporation, Blaney McMurtry LLP, Aviva Insurance Company of Canada and any party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.
5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 13 day of August, 2017.

SIGNED, SEALED AND DELIVERED in the presence of


(Witness)
AMALE MICHEL ACCAOUI (Purchaser)

Amacon Development (City Centre) Corp.

Per: _____

(Vendor's Signature)

Print Name & Title: _____

I / We have the authority to bind the Corporation

PROJECT NAME: PSV - Tower One

RE: SUITE 3404, Unit 4, Level 33

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN:

Amazon Development (City Centre) Corp.

— AND —

(hereinafter called the "Vendor")

AMALE MICHEL ACCAOUI

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 11th day of June 2016, (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of Dwelling Unit No. 4 on Level 33 together collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the City of Mississauga, in the Regional Municipality of Peel, to be located in the proposed condominium project known as PSV - Tower One in Mississauga, Ontario, Canada (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the sum of \$NIL representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies") together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or the *Condominium Act, 1998*, S.O. 1998, as amended.
3. The parties hereto hereby mutually release each other, Taron Warranty Corporation, Blaney McMurtry LLP, Aviva Insurance Company of Canada and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.
4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, Taron Warranty Corporation, Blaney McMurtry LLP, Aviva Insurance Company of Canada and any party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.
5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 13 day of April, 2017.

SIGNED, SEALED AND DELIVERED in the presence of

Joe
(Witness)

Amale Michel Accaoui
AMALE MICHEL ACCAOUI (Purchaser)

Amazon Development (City Centre) Corp.

Per:

(Vendor's Signature)

Print Name & Title: Stefano Babovic

I/ We have the authority to bind the Corporation