

AIRD BERLIS

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March 19, 2018

BY COURIER

Amacon Development (City Centre) Corp.
1 Yonge Street, Suite 601
Toronto, Ontario
M5E 1#5

Attention: Stephanie Babineau

Dear Sirs:

Re: Amacon Development (City Centre) Corp. – Block 9 – Mutual Release for Suite 1016 (Baksh)

Enclosed herewith please find our trust account cheque as follows:

1. Cheque for \$28,340.00 made payable to Rafeeka Baksh in accordance with Mutual Release executed February 22, 2018, for delivery to the purchaser.

Should you have any questions with respect to the enclosed, please do not hesitate to contact our office.

Yours truly,

AIRD & BERLIS LLP

Tammy A. Evans

TAE*jea
Enclosures

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PROJECT NAME: Block Nine

RE: SUITE 1016, Unit 15, Level 10 - South

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: Amacon Development (City Centre) Corp.

(hereinafter called the "Vendor")

-- AND --

Rafeeka Baksh

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 19th day of June, 2016, (the "**Purchase Agreement**"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 15 on LEVEL 10 together with 1 PARKING UNIT(S) and 1 STORAGE UNIT(S) 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, Mississauga, Ontario, (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, **\$28,340.00** of the aggregate deposit monies of **\$33,340.00** paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Unit (the "**Deposit Monies**"), shall be returned to the Purchaser and the remaining **\$5,000.00** shall be retained by the Vendor in consideration of the within release.
3. The parties hereto hereby mutually release each other, Taron Warranty Corporation, Aird & Berlis LLP and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands 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, Aird & Berlis LLP 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 ensure 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 22nd day of February, 2018.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

Rafeeka Baksh

(Purchaser)

(Witness)

Amacon Development (City Centre) Corp.

Per:

(Vendor's Signature)

Print Name & Title:

I / We have the authority to bind the Corporation

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