



MUTUAL RELEASE AND TERMINATION AGREEMENT

PROJECT: Carsons Creek

RE: LOT NUMBER: 5-11, Phase 5

BETWEEN: BELLAIRE PROPERTIES INC., (Hereinafter called the "Vendor")

- and -

ROBERT WILLIAM M. AGNEW AND NAHLA ORAHA, (Hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale dated January 27, 2022 (the "Purchase Agreement") pertaining to the Purchaser's acquisition from the Vendor of the property known as Lot 5-11, Ph5, #1434 Stovell Crescent, Town of Innisfil, and more particularly described in the Agreement of Purchase and Sale, and any Amendments thereto.

NOW THEREFORE THESE PRESENTS WITNESSETH in consideration of the mutual covenants set out herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties do hereby covenant and agree to the following:

1. Deposit held by, Bellaire Properties Inc., as Deposit Holder. Total Deposit Received: \$120,000.00
2. We, the Purchaser, and the Vendors in the above noted transaction, hereby release each other, with respect to the Purchase Agreement from all liabilities, covenants, obligation, claims and sums of money arising out of the above Purchase Agreement, together with any rights and causes of action that each party may have had against the other.
3. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated and of no further force or effect.
4. Forthwith upon the execution of this Mutual Release by both parties, the Purchaser(s) shall forfeit all deposit to the Vendor representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price, (hereinafter collectively referred to as the "Deposit Monies"), plus the Purchaser agrees to provide an additional compensation of \$17,000.00, payable to the Vendor, immediately upon signing said Mutual Release.
5. It is further understood and agreed that all monies paid under any other agreement with the Vendor (or with any other company related thereto or affiliated therewith) for extras or upgrades in respect of the above-noted property, shall also be forfeited to the Vendor (or such related or affiliated company), as its liquidated damages and not as a penalty, and the Purchaser hereby relinquishes all rights, claims and/or entitlements to same
6. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, 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 provisions hereof.
7. 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 Lot, the Real Property and/or the Deposit Monies, against the Vendor, Tarion Warranty Corporation, nor against any other person(s) or corporation(s) entitled to claim (or who might claim) contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof pursuant to execution of said Mutual release.
8. Upon the execution of this Mutual Release by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Lot (both at law and in equity, and whether in possession, expectancy



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or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

9. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.
10. This Agreement shall be construed in accordance with (and the parties hereto shall be governed by) the laws of the Province of Ontario, and each of the parties hereto shall attorn to the jurisdiction of the courts of the Province of Ontario.
11. This Mutual Release may be executed in counterparts in which event the counterparts together shall form one and the same document. This Mutual Release may be delivered by facsimile or electronic transmission of an originally executed counterpart thereof.

IN WITNESS WHEREOF, each of the parties hereto has hereunto executed this Mutual Release effective this 31st day of October, 2023.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness


Purchaser: Robert William M. Agnew
Address: 126 Meadow Vista Crescent,
Holland Landing, Ontario L9N 0T4
Phone No.: 647-823-4448
Email: agnew_rob@hotmail.com

Witness


~~Purchaser: Nahla Oraha~~
Address: 126 Meadow Vista Crescent,
Holland Landing, Ontario L9N 0T4
Phone No.: 416-518-2058
Email: ~~nahlaoraha@gmail.com~~

Per:


Lormel Homes (Nov 8, 2023 14:49 EST)

Bellaire Properties Inc.
Authorized Signing Officer
I have authority to bind the Corporation.

ANTHONY REINO PROFESSIONAL CORPORATION

**Anthony Reino, B.A. LL.B.
Barrister & Solicitor**

**3700 Steeles Avenue West, Suite 104, Woodbridge, Ontario L4L 8K8
Telephone: 416-213-5555 • 416-293-1362 • Fax: 416-293-3503
email: a.reino@reinolaw.ca**

November 7, 2023

Jacqueline Knowles
JMK LAW
Barristers and Solicitors
1679 Lakeshore Road West
Mississauga, Ontario L5J 1J4
Via email: kimzaydik@jmklaw.ca
Via email: jacquie@jmklaw.ca

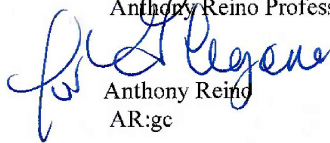
Dear Madams:

RE: Agnew (the "Purchaser") p/f BELLAIRE PROPERTIES INC. (the "Vendor")
1434 Stovell Crescent, Innisfil, Ontario L0L 1W0 (the "Property")
Closing Date: October 30, 2023
Our File No: 59709

I enclose executed Mutual Release and Termination Agreement, together with evidence of \$17,000.00 paid to your account.

Please note that Nahla Orahia has been removed from the Release and Termination as she was deleted as a Purchaser to the Agreement of Purchase and Sale. I enclose amendment deleting her. Kindly have your client execute the Mutual Release and Termination Agreement and return to me.

Yours very truly,
Anthony Reino Professional Corporation



Anthony Reino
AR:gc

ANTHONY REINO PROFESSIONAL CORPORATION
BARRISTER AND SOLICITOR
700 STEELES AVENUE WEST, SUITE 104
WOODBRIDGE, ONTARIO L4L 8K8
TORONTO, ON M9L 1R4
14592-004

TD CANADA TRUST
4999 STEELES AVE. W. & WESTON RD.
WESTON, ONTARIO M9L 1R4

T 025897
0025897

0 7 1 1 2 0 2 3
DATE D D M M Y Y Y Y

*****Seventeen Thousand and 00/100

*****17,000.00

PAY
TO THE
ORDER OF

Jacqueline May Knowles, in trust

ANTHONY REINO PROFESSIONAL CORPORATION
TRUST ACCOUNT

CERTIFIED CHEQUE
DO NOT DESTROY

Agnew #59709

PER 

⑈025897⑈ ⑆14592⑈004⑆

9011500⑈

5220838



Branch: 1450 STEELES & WESTON
4999 STEELES AVE W
NORTH YORK, ON

Date: Nov 7, 2023, 12:40 PM
Ref #: 007866503 - ZTAC
Supervisor Override: ZSYL

From: Cheque Total
17,000.00

To: 1275-52***16
Deposit
Cash: 0.00 CAD
Number of Items: 1
JMK LAW

17,000.00

Customer Signature



Thank You for banking with TD.
For information call
EasyLine 1-866-222-3456
or visit td.com

The information that you have provided will
be used to fulfill regulatory requirements and
will be treated in accordance with our Privacy
Code which is available at www.TD.com.

SECURITY FEATURES INCLUDED - SEE PAPER



AMENDMENT TO AGREEMENT



Type of Agreement:	Agreement of Purchase and Sale	Dated: <u>March 7, 2023</u>
Subject Property:	<u>LOT # 5-11 - 1434 STOVELL CRESCENT</u>	
Between Purchaser(s):	<u>ROBERT WILLIAM M AGNEW & NAHLA ORAHA</u>	
And Vendor:	<u>Bellaire Properties Inc.</u>	
It is hereby understood and agreed between the undersigned parties hereto that the following changes shall be made to the above-mentioned Agreement, and except for such changes noted below all other terms and conditions in the Agreement shall remain in full force and effect.		

DELETE:

Purchaser **NAHLA ORAHA** Date of Birth **8-Jul-78**

DATED on March 7, 2023

SIGNED, SEALED AND DELIVERED
In the presence of

(Witness)

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

Rob Agnew 03/07/23
(Purchaser) (Date)

NAHLA ORAHA 03/07/23
(Purchaser) (Date)

DATED this _____ day of March 2023

In the presence of

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

[Signature]
Lormel Homes (Mar 8, 2023 16:18 EST)
(Vendor) (Date)