

DEPOSITS TO PURCHASER

NAME: ARDAGH BLUFFS RE: SUITE LOT 20 ABC

MUTUAL RELEASE AND TERMINATION AGREEMENT

IN: H HANSEN DEVELOPMENT INC
(hereinafter called the "Vendor")

DEBRA HILL
(hereinafter collectively called the "Purchaser")

AS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on 20/12 day of 2012 (the "Purchase Agreement"), pertaining to the Purchaser's dwelling unit from the Vendor of DWELLING UNIT NO(s) _____ on LEVEL _____ and locker unit DWELLING UNIT NO(s) _____ on LEVEL _____ and LOCKER UNIT NO(s) _____ on LEVEL _____ together with an undivided interest in the common elements appurtenant heretofore collectively referred to as the "Purchased Units", all in accordance with condominium plan _____ proposed to be registered against those lands and premises situated in the Town/City of _____ in the (Regional) Municipality/County of SIMCO, comprising part(s) of _____ on plan/concession _____ registered in the Land Registry Office for the Land Titles Division of _____ (hereinafter referred to as the "Real Property");

WHEREAS the Purchase Agreement provides, inter alia, for the Purchaser's deposit monies up to the sum of 500.00 (the "Deposits") to be payable to the firm of H HANSEN DEVELOPMENT INC (the "Escrow Agent"), who is holding and monitoring the Deposits in a designated trust account;

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

HEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual release 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 hereby covenant and agree to the following:

The Purchase Agreement, together with any and all addenda thereto or amendments thereof, is hereby released and of no further force or effect.

Notwithstanding upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the sum of FIVE HUNDRED \$ 500.00 together with any interest accruing on the Deposits paid by the Purchaser to the Escrow Agent, in trust, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and the Condominium Act, 1998, as amended.

RECEIVED
JUL 23 2012
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I have authority to bind the corporation.

Print Name & Title:

(Signature)

(Name of Vendor)

PURCHASER

PURCHASER

Witness

Witness

WITNESSES WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as may be, this 22 day of July, 2012, SEALD AND DELIVERED in the presence of

This agreement shall be read and construed with all changes of gender and/or number as may be required hereafter, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and conditions of the Purchaser shall be deemed and construed to be joint and several covenants and agreements of the Purchaser, administrators, successors and assigns.

The agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, successors and assigns forever. In and to the Purchased Units and the Real Property (both at law and in equity, and whether in fee simple or otherwise) shall be automatically released and quit-claimed to and in favour of the Purchaser upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Vendor (or any claim similar or akin thereto) from the Vendor in connection with the Purchase Agreement or the Deposits against any other person or corporation which might be entitled to claim contribution or make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchaser without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall release each other and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party or its heirs, administrators, successors and assigns, in connection with, the Purchase Agreement (and any and all addenda thereto or amendments thereto) and/or termination thereof pursuant to the foregoing provisions hereof.