SWD-30

## DEPOSITS TO PURCHASER

			DEPOSITS TO PURCHASER	
JECT NAME:	SOUTHNOODS	RE-SUITE_	<u>3</u>	
MUTUAL RELEASE AND TERMINATION AGREEMENT				
WEEN:	H. HANSEN (hereinafter called	DEVELOPMEN the "Vendor")	<del>)</del> 7_	
> COURTALEY QUICK				
(hereinafter collectively called the "Purchaser")				
EREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on day of				
(hereina	fter referred to as the "Real Prope	MB I ond 'Sidas Dissisi C		
WHEREAS the Purchase Agreement provides, inter glia, for the Purchaser's deposit monies up to the sum 10,000.00 (the "Deposits") to be payable to the firm of Harmon Deposits in a designated this account; (the "Escrow Agent"), who is holding and monitoring the Deposits in a designated this account;  WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase ement, and wish to release each other from any and all claims that they may have arising under (or in ection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence;				
W THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual release cafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the 25 hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties o hereby coverant and agree to the following:				
The Purchase Agreement, together with any and all addends thereto or amendments thereof, is hereby nated and of no further force or effect.				
Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to urchaser the sum of				
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The parties hereto hereby mutually release each other and each of their respective heres, executors, strators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party by reason of, or in connection with, the Purchase Agreement (and any and all addenda thereto or nents thereof) and/or termination theteof pursuant to the foregoing provisions hereof.

Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser at make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased and/or the Deposits against any other person or corporation which might be entitled to claim contribution or ity (or any claim similar or akin thereto) from the Vendor in connection with the Purchase Agreement or the tion thereof, including without limitation, Tarion and the Escrow Agent.

Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the ser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in ion, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the and its successors and assigns forever.

This agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective tecutors, administrators, successors and assigns.

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

INESS WHERBOF, the parties hereto have may be, this day of	hereunto affixed their hands and seals, or corporate seals, as
D, SEALED AND DELIVERED in the pro-	•
Witness	PURCHASER
Witness	PURCHASER
Per	(Name of Vendor) (Signature)
Print Name & Title:	have suthurity to hind the compression