**Mutual Release Agreement**

This Mutual Release Agreementisentered into as of {{ release.effective\_date }} between **{{client\_name}}** (the “{{ client\_identifier }}”) and **{{ release.company }}**, an Ontario corporation with its principal address of {{ release.company\_address }} (the “Company”).

Whereas the {{ client\_identifier }} {% if client\_plural %}are {% else %}is {% endif %}the {% if release.after\_sale %}former {% endif %}owner of {{ release.service\_address }} (the “Property”),

And whereas the Company is the owner of the {{ release.equipment }} installed at the Property (the “Equipment”) which {%if equipment\_plural %}are {% else %}is {%endif%}leased to the {{ client\_identifier }} (the “Lease”),

{%p if release.leak\_liability %}

Whereas the Company andthe {{ client\_identifier }}(collectively the “Parties”) are parties to a property damage dispute (the “Dispute”) with regards to water damage caused by the Equipment or the manner of its installation,

And whereas the Parties have agreed to a full and final settlement of the Dispute upon {% if (release.payment|int) > 0 %} payment by the Company of {{ currency (release.payment) }} to the {{ client\_identifier }} and{%endif%} termination of the Lease of the Equipment,

{%p else %}

And whereas the Lease and the Equipment are the subject matter of a dispute (the “Dispute”),

{%p if class\_release %}

And whereas the Company has advised the {{ client\_identifier }} of the existence of the proposed class action brought pursuant to the *Class Proceedings Act 1992*, R.S.O. 1992, c. 6, described with contact information for the Plaintiff’s Counsel in Schedule “A” (the “Proposed Class Proceeding”) , directed the {{ client\_identifier }} to the Statement of Claim and advised the {{ client\_identifier }} that they may be {% if client\_plural %}members {% else %}a member {% endif %} of the putative class in the Proposed Class Proceeding and may have a claim against the Company in one or more of the Proposed Class Proceeding,

And whereas the Company has recommended that the {{ client\_identifier }} obtain independent legal advice in connection with this Mutual Release Agreement and the Proposed Class Proceedings, and the {{ client\_identifier }} has either done so or freely waived the opportunity to do so,

{%p endif %}

And whereas the {{ client\_identifier }} and the Company (collectively, the Parties) have agreed to a full and final settlement of the Dispute in which{% if release.arrears\_waived %} the Company shall waive the outstanding arrears,{% if (release.payment|int) <= 0 and not release.remove\_nosi%} and{%endif%}{%endif%}{% if (release.payment|int) > 0 %} the {{ client\_identifier }} shall pay to the Company the amount of {{ currency(release.payment) }}{% if release.payment\_mechanism %} by {{ comma\_and\_list(release.payment\_mechanism, and\_string=”or”) }}{%endif%}{{release.payment\_details}}, and{%endif%}{% if release.equipment\_return %} the Lease of the Equipment is terminated, and the Company shall retrieve its Equipment, {%else%} the ownership of the {{ release.equipment }} is transferred to the {{ client\_identifier }} on an as-is, where-is basis (with the Company providing no ongoing warranty, maintenance or repair),{%if (release.payment) <= 0 %} without charge,{% endif %}{% if release.remove\_nosi %} and the Company shall discharge the Notice of Security Interest registered on title to the Property with respect to the Equipment{% if release.provide\_discharge %} and provide the receipted discharge within {{ nice\_number(release.discharge\_deadline) }} business days of {%if release.payment|int > 0 %} receipt of funds{% else %} receipt of this executed agreement{% endif %},{% endif %}{% endif %}{% endif%}

{%p endif %}

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

1. **Recitals**. The above recitals are hereby incorporated into and constitute part of this Mutual Release Agreement.
2. **Release by the Company.** The Company and its officers, directors, employees, agents, servants, successors assigns, affiliates, related entities and associated companies, hereby releases, remises and forever discharges the {{ client\_identifier }} and their agents, servants, assigns, heirs, executors, and administrators, if applicable, {% if release.after\_sale %} and any subsequent owner of the Property, {% endif %}of and from any and all actions, counter-claims, causes of action, contracts, covenants, whether expressed or implied, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, whether at law or in equity, and howsoever, arising, which the Company may heretofore have had, may now have or may hereinafter have, and all effects and consequences thereof, including, and without restricting the generality of the foregoing, all claims which are asserted or could have been asserted in respect of the Dispute.{% if release.sg\_is\_assignee %} For greater certainty, the {{ client\_identifier }} shall have no further liability under the leases for the Equipment.{%endif%}
3. **Release by the {{client\_identifier}}.** The {{client\_identifier}} and their agents, servants, assigns, heirs, executors, and administrators, if applicable, hereby releases, remises and forever discharges the Company and its officers, directors, employees, agents, servants, successors assigns, affiliates, related entities and associated companies, of and from any and all actions, counter-claims, causes of action, contracts, covenants, whether expressed or implied, claims, whether statutory or otherwise, and demands for damages, indemnity, contribution, costs, interest, loss or harm of any nature and kind whatsoever, whether at law or in equity, and howsoever, arising, which the {{client\_identifier}} may heretofore have had, may now have or may hereinafter have, and all effects and consequences thereof, including, and without restricting the generality of the foregoing, all claims which are asserted or could have been asserted in respect of the Dispute {% if class\_release and not release.leak\_liability %} and that the {{client\_identifier}} had or could have had in connection with any class proceedings relating to the Equipment or the Lease, including the Proposed Class Proceedings. For greater certainty, the {{client\_identifier}} acknowledges and agrees that they are releasing any and all rights to participate in any class proceedings relating to the Equipment or Lease, including the Proposed Class Proceedings. If the Proposed Class Proceedings is certified as a class proceeding, this agreement will be sufficient authority to opt {{ client\_identifier }} out of that class proceeding in accordance with the opt-out procedure ordered by the courts{% endif %}.
4. **Confidentiality.** The Parties agree that all information relating in any way to the Dispute, their settlement or this Mutual Release shall be kept in strict confidence by each of the Parties and shall not be disclosed to any person, organization, agency or body corporate, whether public or private, except only such disclosure as may be made to the Parties’ legal and accounting advisors, and in particular, shall not be disclosed to any of the Company’s customers, business partners or suppliers, as applicable.
5. {%p if release.lawsuit %}
6. **Settlement of Lawsuit.** For greater certainty, the releases herein include all matters which were or which could have been raised in the {{ release.lawsuit\_type }} commenced {% if release.court\_province == 'ON' %}in the {% if release.small\_claims %}Ontario Small Claim Court {% else %}Ontario Superior Court of Justice {% endif %}{% endif %}at {{ release.court\_location }} with Court File Number {{ release.court\_file\_number }}{% if release.collection\_claim and release.has\_defendants\_claim %} and any Defendant’s Claim{% endif %}. The {% if release.collection\_claim %}Company {% else %}{{client\_identifier}} {% endif %}shall forthwith take the necessary steps to have the {{ release.lawsuit\_type }} discontinued or dismissed{% if release.collection\_claim and release.has\_defendants\_claim %} and the Client shall similarly take the necessary steps to have the Defendant’s Claim discontinued or dismissed{% endif %}.
7. {%p endif %}
8. **Full and Final Release.** Without limiting the generality of the foregoing, the Parties agree that the intent of this Mutual Release is to fully conclude the Dispute between the Parties and for each to release the other from any all dealings or transactions in connection with the {% if not release.leak\_liability %}Equipment, the Lease and the {% endif %}facts and subject matter of the Dispute, including claims which the Parties do not know or suspect to exist at the time of executing this Mutual Release.
9. **Advice of Counsel.** Each party hereto has had an opportunity to carry out its own investigation of the facts relating to the {% if not release.leak\_liability %}Equipment, Lease and {% endif %}Dispute and obtain independent legal advice in respect thereof and in respect of this Mutual Release. Each of the Parties fully understands that if any fact with respect to any matter covered by this Mutual Release is found hereafter to be other than, or different from the facts now believed by it to be true, each expressly accepts and assumes the risk of the possible differences in facts and agrees that this Mutual Release shall be and remain effective notwithstanding the difference in facts.
10. **Entire Agreement.** This Mutual Release constitutes the entire agreement between Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
11. **Governing Law.** This Mutual Release is to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Mutual Release.
12. **No Claims for Contribution or Indemnity.** Each of the Parties agrees not to make, or in any way assist in the making of, any claim or take any proceeding whatsoever against any other person, firm or corporation who/which might claim contribution or indemnity from any of the Parties discharged by this Mutual Release with respect to the subject matter hereof.
13. {%p if release.sg\_is\_assignee %}
14. **No Claims by Prior Leasing Companies.** The Company represents and warrants that it has the authority to grant the release provided for in this agreement and that the contract originator or any subsequent assignee has no further right to any claim against the {{client\_identifier}}. The Company hereby indemnifies the {{client\_identifier}} against any such claim, and the Company shall defend any such claim on behalf of the {{client\_identifier}} and shall have full authority to conduct the defence of any such action at its sole discretion.
15. {%p endif %}
16. **Execution.** This Mutual Release may be executed in counterparts, each of which may be transmitted in electronic form with such counterpart deemed to be an original, and that such separate counterparts shall constitute together one and the same instrument, notwithstanding their date of actual execution.

In witness whereof, the Parties have hereby executed this Mutual Release effective as of {{ release.effective\_date }}.

|  |  |  |
| --- | --- | --- |
|  |  | {{ signature }} |
|  |  | {{ release.company }}  Per: {{ release.signatory }}  Authorized Signing Officer |
|  |  |  |
| {%tr for c in release.clients %} |  |  |
|  |  |  |
|  |  | {{ c.name }}  {%p if c.is\_represented %}  by {{ c.pronoun\_possessive("attorney") }} {{ c.attorney }}  {%p endif %}  {%p if c.is\_estate %}  by {{ c.pronoun\_possessive("estate trustee") }} {{ c.estate\_trustee }}  {%p endif %} |
| {%tr endfor %} |  |  |

{%p if class\_release %}

**Schedule “A”**

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| ***Alga Adina Bonnick v. Crown Crest Capital Management Corp. et al.***  SOTOS LLP  180 Dundas Street West, Suite 1200  Toronto, Ontario, M5G 1Z8  Tel: 416-977-0007  Toll-free: 1-888-977-9806  Fax: 416-977-0717  Attention:  David Sterns, dsterns@sotos.ca  Mohsen Seddigh, mseddigh@sotos.ca  Mishel Logasov, mlogasov@sotos.ca |

{%p endif %}