

**AGREEMENT AND MUTUAL RELEASE**

**THIS AGREEMENT** made this 30th day of November, 2013, by and among **G Inc.**, an Ontario Corporation, **TMP** of the City of , in the State of , U.S.A, **DG** of the City of Toronto, in the Province of Ontario.

**RECITALS:**

A. G Inc. was incorporated under the Business Corporations Act (Ontario) by certificate and articles of incorporation effective 10 November, 2000, with the name 12345 Ontario Ltd.. and by articles of amendment effective 23 October, 2001, changed its name to G Inc. and all of its issued and outstanding shares are held and beneficially owned as follows: DG – 400 common shares and TMP – 600 common shares.

B. By Unanimous Shareholders Agreement dated as of 10 November, 2000, the parties provided for the conduct of the activities and affairs of G Inc. and their relationship with each other as shareholders.

C. The parties had differences respecting the conduct of G Inc. businesses that resulted in: (i) a proceeding in the Ontario Superior Court of Justice (Court file No. 09-12345CL) wherein TMP was applicant, and DG and G Inc. were respondents; (ii) an arbitration pursuant to the Arbitration Act (Ontario) between TMP and DG; and (iii) minutes of settlement providing for the termination of the relationship between TMP and DG.

D. The parties hereto agreed to terminate the Shareholders Agreement and to release each other from all claims as set forth herein.

**WITNESSETH**

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** Each party hereto represents, warrants, covenants and agrees to and with the other parties that the recitals herein, insofar as they relate to it, are true and correct.

2. **Termination of Agreement.** The Shareholders Agreement is hereby cancelled effective as of the date hereof.

3. **Mutual Release.** Subject to paragraph 5 hereof, each party hereto, for itself, its affiliates and related companies and each of its officers, directors, shareholders, employees, servants, agents and administrators, both present and former, and all of its administrators, successors and assigns and any party who claims a right or interest through it, hereby releases, acquits and forever discharges, each of the other parties hereto from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contract, complaints, claims and demands for

damages, monies, losses, indemnity, costs, interest or injuries howsoever arising which hereto may have been or may hereafter be sustained by it as a consequence of the following:

- (a) the Shareholders Agreement;
- (b) a party having been an officer, director, employee, manager or member of G Inc. ;
- (c) in respect of any and all steps taken, or admitted to be taken by a party in connection with the operation of the business of either G Inc. ;
- (d) any and all advice given and services rendered to a party in connection with the business of G Inc. ; and
- (e) in respect of any and all steps taken or admitted to be taken by a party regarding the matters outlined above.

and from any and all actions, causes of action, claims or demands of whatsoever nature, whether in contract or in tort or arising as a result of a fiduciary duty or by virtue of any statute or upon or by reason of any damage, loss or injury arising out of the matters set forth above and without limiting the generality of the foregoing, from any and all matters that were pleaded on, or could have been pleaded, in the main proceedings and counterclaims, in Superior Court of Ontario File No. 09-12345CL (the "Action") (collectively, "Claims").

4. **Included Claims.** Without limiting the generality of the foregoing, each party hereto declares that the full intent of the said mutual release is to include all claims and issues arising from the matters set forth above and from the Action and it is understood and agreed that, except as provided in paragraph 5 hereof, the mutual release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

5. **Excepted Claims:** This Release does not affect or release any Claims that a party may have against another party based on or arising out of any representation, warranty, covenant or obligation contained in any one or more of the Sale Agreements that does not merge and survives the completion of the transactions as provided for therein.

6. **Third Party Claims.** A party hereto shall not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the Negligence Act and the amendments thereto and/or under any successor legislation thereto, and/or under the Rules of Civil Procedure, from a party discharged by this Agreement, in connection with the matters outlined above.

7. **Agreement to Indemnify.** If a party hereto commences such an action, or take such proceedings, and any other party or parties is added to such proceeding in any manner whatsoever, whether justified in law or not, the party commencing the action or proceedings will immediately discontinue the action or proceedings and/or claims, and will be jointly and

severally liable to such other party or parties for the legal costs incurred in any such action or proceeding, on a solicitor and his own client scale. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by a party with respect to the matter covered by this agreement. This agreement may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the party commencing an action in any subsequent action that the other party or parties in the subsequent action were not privy to formation of this Agreement.

8. **Interpretation.** The words “agreement”, “herein”, “hereby”, “hereof”, “hereunder” and similar expressions refer to this Agreement as amended from time to time and not to any particular section, paragraph or clause; the words “party” and “parties” refer to the parties to this Agreement; words importing the neuter gender shall include the masculine and feminine genders; and, words importing persons shall include forms and corporations and vice versa.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, and all such counterparts shall, for all purposes, constitute one agreement binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all the parties are not signatory to the same counterpart.

10. **No Assignment.** Each party hereby represents and warrants that it has not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Agreement.

11. **No Admission of Liability.** A party to this Agreement does not by the payment set out herein or otherwise admit any liability or obligation of any kind whatsoever to any other party and such liability or obligation is specifically denied.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their corporate seals by the hands of their (proper signing officers in that behalf, as the case may be, this 26th day of November, 2013.

SIGNED, SEALED AND DELIVERED	)G Inc.
in the presence of:	)
	)By:_____
	) Name: DG
	) Title: President
	) I have the authority to bind the Corporation
	)
_____	) _____
as to the signature of DG	) DG
	)
	)
_____	) _____
as to the signature of TMP	) TMP

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