



BORDEN  
LADNER  
GERVAIS

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August 26, 2009

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FILE NO: 500008/0001653

BY EMAIL (harold\_gaffney1@hotmail.com)

Harold Gaffney  
#403-567 Lonsdale Avenue  
North Vancouver, B.C. V7M 2G6

Dear Sirs/Mesdames:

**Re: Harold Gaffney; Mortgage Number 6248031.1 –  
312 – 450 Bromley Street, Coquitlam, BC**

We attach a copy of the release that we propose be executed by you for purposes of resolution of matters. We confirm that upon execution of the attached release, we will forward to you the originals of the official cheques and money orders as are in our firm's possession, copies of which were previously sent to you on several occasions.

Yours truly,

Borden Ladner Gervais LLP

By:

D. Ross McGowan

DRM/aw  
Encl.

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

## RELEASE

### Release

1. Harold Cecil Gaffney ("Harold Gaffney") in consideration of the delivery to Harold Gaffney of certain original money orders and official cheques as are in the possession of Borden Ladner Gervais, LLP, and for other valuable and sufficient consideration, receipt of which is acknowledged, RELEASES Canadian Imperial Bank of Commerce, CIBC Mortgages Inc., and Borden Ladner Gervais LLP, (collectively referred to herein as the "Releasees") from all claims, proceedings, liabilities, obligations and costs which now or hereafter exist by reason of any events, acts or omissions prior to the execution of this release which are in any way connected with any and all matters, causes of actions, claims, allegations, assertions of right, or any other dealings or transactions or purported dealings or transactions between Harold Gaffney and the Releasees, whether known or unknown, as occurred prior to the date of this Release ("Claim").

### Definitions

2. In this Release:

- (a) insofar as it applies to Canadian Imperial Bank of Commerce, CIBC Mortgages Inc., and Borden Ladner Gervais LLP, to the extent applicable, this Release shall include and be for the benefit of their respective directors, officers, employees, agents, partners, predecessors, successors, assigns, liquidators, receivers, receiver-managers, trustees, and subsidiaries of Canadian Imperial Bank of Commerce, CIBC Mortgages Inc., and Borden Ladner Gervais LLP, and this Release is binding upon and inures to the benefit of each unless expressly specified herein to the contrary;
- (b) insofar as Harold Gaffney (and Canadian Imperial Bank of Commerce, CIBC Mortgages Inc., and Borden Ladner Gervais LLP, to the extent applicable) includes natural persons, then this release shall be read as including their respective heirs, executors, administrators, assigns and trustees; and
- (c) the term "Claim" means all claims in any way connected with the facts or causes of action raised in or alleged by Harold Gaffney in any written correspondence directed at or about the Releasees, or any of them up to and including the date of this Agreement herein.

### Change of Facts

3. Harold Gaffney acknowledges that the facts in respect of which this Agreement is made may prove to be other than or different from the facts in that connection now known or believed by Harold Gaffney to be true. Harold Gaffney accepts and assumes the risk of the facts being different and agree that this Agreement shall be in all respects enforceable and not subject to termination, rescission or variation by discovery of any difference in facts.

**No Admission**

4. It is agreed that the consideration and this release are not admissions of liability.

**Independent Legal Advice**

5. Harold Gaffney acknowledges that this release has been executed voluntarily after receiving such independent legal advice as he deems necessary.

**Contractual, Not Recitals**

6. The terms of this Agreement are contractual and not recitals. It is understood and agreed that the representations and covenants expressed herein are fundamental to the terms of the settlement of the Claim.

**Entire Agreement**

7. The provisions herein constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. This Release may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

**Severability**

8. If any part of this Release is declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this Release would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

**Captions**

9. The captions appearing in this Release have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

**Facsimile and Counterparts**

10. This Release may be executed and delivered by facsimile transmission and when so delivered this Release shall be deemed to be an original executed and delivered agreement and binding upon the parties for all purposes as if originally executed and delivered.

**Governing Law**

11. This Release shall be governed by and construed in accordance with the laws of the Province of British Columbia that shall be deemed to be the proper law hereof. The Courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine

all disputes and claims, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Release and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 200\_ at \_\_\_\_\_,  
British Columbia.

SIGNED, SEALED AND DELIVERED )  
by **Harold Gaffney** in the presence of: )

\_\_\_\_\_  
Witness Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Harold Cecil Gaffney (Seal)