

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

This is Exhibit "B" referred
affidavit of BENJAMIN MILLA
sworn before me, this
MAY 8 2001
Kathleen Bugera
COMMISSIONER FOR THE JUSTICE

Authorization and Retainer

I, Sun Nam Kim (Sunny Kim) and on behalf of Gallery Sunami Inc. and Artcube Inc., hereby authorize and retain Symes & Street, Barristers & Solicitors, to act on my behalf with respect to Ritchie Sinclair's website www.morrisseau.com and the images he has posted of Norval Morrisseau paintings that are owned, were sold, are being sold by or are being displayed by us, and the defamatory statements posted there. Specifically, I retain Symes & Street to take the following specific steps on my behalf:

- 1) To launch an action in the Ontario Superior Court of Justice against Ritchie Sinclair (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.
- 2) To seek an injunction in the Ontario Superior Court of Justice preventing Ritchie Sinclair from posting any other images of Norval Morrisseau paintings which are owned, were sold, are being sold by or are being displayed by you and to prevent him from posting further defamatory statements. (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.).

The desired outcome is to have the images and defamatory statements taken down from the website, to have no further objectionable content posted, to have a public retraction and apology posted on the website and to seek damages in the civil action.

Symes & Street has explained to us that Sinclair does not appear to have any assets and thus, it is unlikely that we would collect on any damages awarded were we to be successful in the civil suit for defamation. We further understand that should the Court order Sinclair to pay any part of our costs, it is unlikely that we would be able to recover any monies from Sinclair.

Retainer for Multiple Clients

As you know the following parties are involved with you in this matter and you and each party has agreed to retain us jointly to represent all of you:

- 1) Joseph McLeod and Maslak McLeod Gallery
- 2) Jim White and White Distribution Limited
- 3) Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd.
- 4) Donna Child, Artworld of Sherway, and Artworld Inc.
- 5) Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.

All of which are herein referred to as "the clients."

We are required to follow the principles of undivided loyalty so that no information received from one of you as a part of the joint representation can be treated as confidential from the rest of you. If we should receive information from one of you which we are instructed to keep confidential, we will consider at that time whether we can continue acting for all of you.

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

"A"
This is Exhibit referred to in the
affidavit of **BENJAMIN MILLARD**
sworn before me, this
day of **may** 8, 2009
Kathryn Z...
COMMISSIONER FOR TAKING AFFIDAVITS

Authorization and Retainer

I, Joseph McLeod and on behalf of Maslak McLeod Gallery, hereby authorize and retain Symes & Street, Barristers & Solicitors, to act on my behalf with respect to Ritchie Sinclair's website www.morrisseau.com and the images he has posted of Norval Morrisseau paintings owned, were sold, are being sold by or are being displayed by us, and the defamatory statements posted there. Specifically, I retain Symes & Street to take the following specific steps on my behalf:

- 1) To carry out a "Takedown Notice" under the U.S. Copyright Act to remove from the morrisseau.com website thumbprints of paintings which you have either sold, are attempting to sell, are displaying or are owned by you. (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc.).
- 2) To launch an action in the Ontario Superior Court of Justice against Ritchie Sinclair (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.)
- 3) To seek an injunction in the Ontario Superior Court of Justice preventing Ritchie Sinclair from posting any other images of Norval Morrisseau paintings which are owned, were sold, are being sold by or are being displayed by you and to prevent him from posting further defamatory statements. (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.).

The desired outcome is to have the images and defamatory statements taken down from the website, to have no further objectionable content posted, to have a public retraction and apology posted on the website and to seek damages in the civil action.

Symes & Street has explained to us that Sinclair does not appear to have any assets and thus, it is unlikely that we would collect on any damages awarded were we to be successful in the civil suit for defamation. We further understand that should the Court order Sinclair to pay any part of our costs, it is unlikely that we would be able to recover any monies from Sinclair.

Retainer for Multiple Clients

As you know the following parties are involved with you in this matter and you and each party has agreed to retain us jointly to represent all of you:

- 1) Joseph McLeod and Maslak McLeod Gallery
- 2) Jim White and White Distribution Limited
- 3) Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd.
- 4) Donna Child, Artworld of Sherway, and Artworld Inc.
- 5) Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

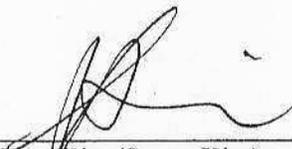
Duty to notify - changes

I agree to notify Symes & Street immediately of any changes in:

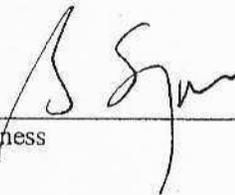
- (a) my address, telephone/fax number, or e-mail address; and
- (b) information and developments that may reasonably have a bearing on my case.

I acknowledge having read and understood this agreement and having received a copy of this document.

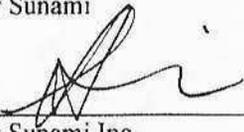
Dated this 21st day of November, 2008 at Toronto, Ontario.



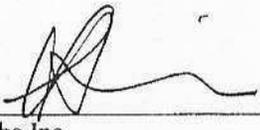
Sun Nam Kim (Sunny Kim) and on behalf of
Gallery Sunami



Witness



Gallery Sunami Inc.
I have authority to bind the corporation/organization



Artcube Inc.
I have authority to bind the corporation/organization

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

This is Exhibit "E" referred to in the
affidavit of BENJAMIN MILLARD
sworn before me, this 8th
day of MAY 2009

COMMISSIONER FOR TAKING AFFIDAVITS

Authorization and Retainer

I, Donna Child and on behalf of Artworld of Sherway and Artworld Inc., hereby authorize and retain Symes & Street,

Barristers & Solicitors, to act on my behalf with respect to Ritchie Sinclair's website www.morrisseau.com and the images he has posted of Norval Morrisseau paintings owned, were sold, are being sold by or are being displayed by us, and the defamatory statements posted there. Specifically, I retain Symes & Street to take the following specific steps on my behalf:

- 1) To carry out a "Takedown Notice" under the U.S. Copyright Act to remove from the morrisseau.com website thumbprints of paintings which you have either sold, are attempting to sell, are displaying or are owned by you. (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc.).
- 2) To launch an action in the Ontario Superior Court of Justice against Ritchie Sinclair (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.)
- 3) To seek an injunction in the Ontario Superior Court of Justice preventing Ritchie Sinclair from posting any other images of Norval Morrisseau paintings which are owned, were sold, are being sold by or are being displayed by you and to prevent him from posting further defamatory statements. (for Joseph McLeod, and Maslak McLeod Gallery, Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd., Donna Child, Artworld of Sherway, and Artworld Inc., Jim White / White Distribution Limited and Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.).

The desired outcome is to have the images and defamatory statements taken down from the website, to have no further objectionable content posted, to have a public retraction and apology posted on the website and to seek damages in the civil action.

Symes & Street has explained to us that Sinclair does not appear to have any assets and thus, it is unlikely that we would collect on any damages awarded were we to be successful in the civil suit for defamation. We further understand that should the Court order Sinclair to pay any part of our costs, it is unlikely that we would be able to recover any monies from Sinclair.

Retainer for Multiple Clients

As you know the following parties are involved with you in this matter and you and each party has agreed to retain us jointly to represent all of you:

- 1) Joseph McLeod and Maslak McLeod Gallery
- 2) Jim White and White Distribution Limited
- 3) Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd.
- 4) Donna Child, Artworld of Sherway, and Artworld Inc.
- 5) Sun Nam Kim ("Sunny Kim"), Gallery Sunami Inc. and Artcube Inc.

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

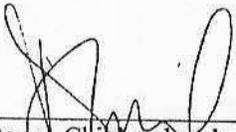
Duty to notify - changes

I agree to notify Symes & Street immediately of any changes in:

- (a) my address, telephone/fax number, or e-mail address; and
- (b) information and developments that may reasonably have a bearing on my case.

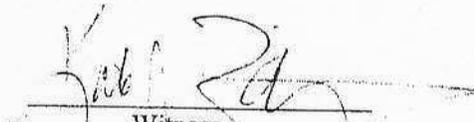
I acknowledge having read and understood this agreement and having received a copy of this document.

Dated this 22nd day of November, 2008 at Toronto, Ontario.



Donna Clark and on behalf of
Artworld of Sherway

Artworld Inc.
I have authority to bind the corporation/organization



Witness

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

All of which are herein referred to as "the clients."

We are required to follow the principles of undivided loyalty so that no information received from one of you as a part of the joint representation can be treated as confidential from the rest of you. If we should receive information from one of you which we are instructed to keep confidential, we will consider at that time whether we can continue acting for all of you.

We have discussed these matters with you and have concluded that, at least at present, each of your individual interests in this matter are the same.

Conflicts may arise that cannot as yet be foreseen. A conflict of interest occurs when what is best for one of our clients somehow is not best for or hurts another of the firm's clients. At the present time we can represent all of you. However, if it later becomes apparent that there is a conflict, we confirm each of your instructions to attempt to resolve this conflict. If a successful resolution cannot be accomplished in a timely way or at all, or if our attempts to resolve the issue would cause us ethical concerns, we will have to withdraw from representing all of you.

Payment and Retainer

Symes & Street billings will name and be sent to all clients and each client is jointly and severally responsible for payment of the entire amount. From October 29, 2008 onwards, the fees and costs will be split equally amongst Jim White, Joe McLeod, Donna Child and Jackie Bugera for work done on this file. Sun Nam Kim ("Sunny Kim") will join the shared billing as of November 1, 2008.

The clients will be billed on a monthly basis for work performed.

Legal Costs

Legal costs consist of:

- (a) costs the client must pay to his or her own lawyer including lawyer fees, disbursements, and taxes on fees and disbursements.
- (b) costs the client must pay to the other side, generally at the conclusion of a case, depending on the outcome of the case, and whether the venue for the dispute (court, tribunal) requires one side to pay for the other side's costs.

Lawyer fees take into account the cost of running a law office, and are subject to change upon notice to a client. The costs of running a law office include: rent and maintenance of premises; staff salaries; purchase and maintenance of computer, telephone and office equipment; and professional membership, insurance and educational expenses. A lawyer's fee also depends on the number of years the lawyer has been practicing and his or her degree of specialization.

SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

I agree to pay hourly fees of the lawyers at Symes & Street for the time spent working on my case. I agree that the hourly rate I will be charged for each of the lawyers at Symes & Street is as follows:

Beth Symes: \$350/hour
Carol Street: \$350/hour
Ben Millard: \$200/hour
Kate Zavitz: \$150/hour

I understand that "time spent working on my case" includes, but is not limited to:

- (a) communicating with me or my designate on the telephone, or via mail, fax, e-mail or other device;
- (b) communicating with someone about my case;
- (c) reading and examining documents, including documents provided by the client;
- (d) researching relevant law;
- (e) determining and analyzing facts and law relevant to my case;
- (f) preparing and sending, or receiving and reading correspondence;
- (g) preparing, issuing and/or serving court documents; and
- (h) conducting negotiations and/or appearing as my representative in a court or other proceeding.

Disbursements

Disbursements are actual out-of-pocket expenses that are incurred by a lawyer on a client's behalf.

I agree to pay all disbursements including, but not limited to:

- (a) postage at the rates set out by Canada Post;
- (b) incoming faxes at \$0.25 per page;
- (c) photocopies at \$0.25 per page;
- (d) long-distance calls or extra-ordinary telephone charges;
- (e) courier charges;
- (f) electronic database search charges;
- (g) process server charges;
- (h) document binding and tabbing costs;
- (i) court and government filing and search fees;
- (j) transcripts of court or other proceedings;
- (k) bank charges; and
- (l) reports (e.g. medical, investigative, expert, etc.).

Taxes

I understand that lawyers are required to charge Goods & Services Tax (GST - 5 %) on their fees and certain disbursements (to which Provincial Sales Tax - 8% - may apply as well). I agree to pay these charges which are *over and above* the fees and disbursements.

SYMES & STREET
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Policy on Travel Costs

I understand and agree that, should a Lawyer be required to travel in the course of attending to my case, I will be charged for the reasonable travel costs incurred.

Billing and Payment Policy

A legal account specifies the fees, disbursement and taxes that must be paid by the client for professional services rendered.

Billing and client payments are governed by the following policies:

- (a) Each account must be paid promptly by cheque, money order or cash, no later than 30 days after the account is received;
- (b) Unpaid accounts bear interest at the rate set, in accordance with the law (Solicitors Act, Courts of Justice Act).
- (c) Legal accounts can be generated at any time, but will generally be rendered on a monthly basis, or following the significant accumulation of fees or disbursements.

Authorization to receive and handle settlement funds

I authorize Symes & Street, Barristers & Solicitors, to receive in trust any interim or final settlement funds that are payable to me, and to distribute such funds appropriately, including towards payment of legal costs incurred. I also agree, should it be necessary, to sign an authorization / direction confirming this to the payor(s) of such funds.

Withdrawal of Retainer

I understand and agree that, subject to the Rules of Professional Conduct established by the Law Society of Upper Canada (Lawyers' Licensing Body), Symes & Street may withdraw from acting on my behalf upon notice. Grounds for withdrawal include, but are not limited to:

- (a) non-payment of a financial retainer or non-payment of an account; and
- (b) instructing a lawyer to take actions which he or she considers to be fraudulent, unprofessional or illegal.

I understand that I have the right to terminate Symes & Street upon written notice to Symes & Street. If I terminate Symes & Street's services or if that firm withdraws, I must pay their fees and expenses up until the time they stopped acting for me.

Authority to retain agents, etc.

In the course of acting on my behalf, I hereby authorize Symes & Street to employ such counsel, agents, experts or services as is deemed necessary.

SYMES & STREET
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Duty to notify - changes

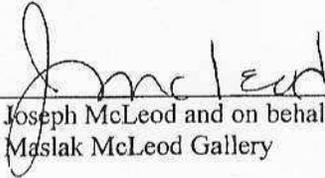
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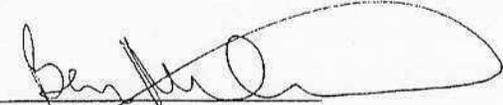
- (a) my address, telephone/fax number, or e-mail address; and
- (b) information and developments that may reasonably have a bearing on my case.

I acknowledge having read and understood this agreement and having received a copy of this document.

Dated this 21st day of November, 2008 at Toronto, Ontario.

Client


Joseph McLeod and on behalf of
Maslak McLeod Gallery


Witness

SYMES & STREET
BARRISTERS AND SOLICITORS
RETAINER AGREEMENT

This is Exhibit ^{"D"} referred to in the
affidavit of BENJAMIN MILARD
sworn before me, this 8th
day of MAY, 2009


COMMISSIONER FOR TAKING AFFIDAVITS

Authorization and Retainer

I, Jim White and on behalf of White Distribution Limited, hereby authorize and retain Symes & Street, Barristers & Solicitors, to act on my behalf with respect to Ritchie Sinclair's website www.morrisseau.com and the images he has posted of Norval Morrisseau paintings are owned, were sold, are being sold by or are being displayed by us, and the defamatory statements posted there. Specifically, I retain Symes & Street to take the following specific steps on my behalf:

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Retainer for Multiple Clients

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- 2) Jim White and White Distribution Limited
- 3) Jackie Bugera, Bearclaw Gallery, and Bugera Holdings Ltd.
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SYMES & STREET
BARRISTERS AND SOLICITORS

RETAINER AGREEMENT

Duty to notify - changes

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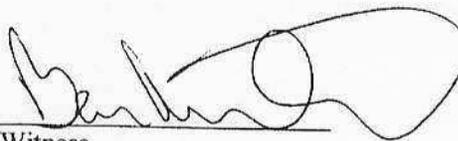
- (a) my address, telephone/fax number, or e-mail address; and
- (b) information and developments that may reasonably have a bearing on my case.

I acknowledge having read and understood this agreement and having received a copy of this document.

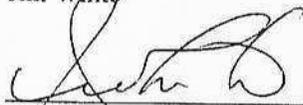
Dated this ^{22nd} 21st day of November, 2008 at Toronto, Ontario.



Jim White



Witness



White Distribution Limited
I have authority to bind the corporation/organization