

**ONTARIO
SUPERIOR COURT OF JUSTICE
SMALL CLAIMS COURT**

B E T W E E N :

JOSEPH OTAVNIK

Plaintiff

- and -

RITCHIE SINCLAIR and KINSMAN ROBINSON GALLERIES

Defendants

**MINUTES OF SETTLEMENT, FULL AND FINAL RELEASE
AND NON-DISCLOSURE AGREEMENT**

WHEREAS JOSEPH OTAVNIK ("Otavnik") commenced an action against RITCHIE SINCLAIR ("Sinclair") and Tele-Connect Publications Ltd. c.o.b. KINSMAN ROBINSON GALLERIES ("KRG") in the Ontario Superior Court of Justice, Small Claims Court, originally, bearing Whitby court file number 58871/08 and transferred to Toronto Court file number SC-09-00082782-0000 (the "Action");

AND WHEREAS Otavnik has agreed to settle all outstanding matters with KRG in respect of the Action;

MINUTES OF SETTLEMENT

NOW THEREFORE in consideration of the terms and provisions set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Otavnik will dismiss the Action against KRG, with no costs to either party, with KRG's consent;

2. KRG will remove all references to Sinclair which it has posted on its website known as <http://genuinemorrisseau.blogspot.com> (the "Blog") and will not re-publish those posts on any other website;
3. Otavnik will remove the documents saved collectively as 4a.pdf from his website known as <http://www.norvalmorrisseaulawsuit.com> and from any other website which he owns or has control over and will not re-publish those documents, or the contents of those documents, or cause them to be re-published, in any other media, manner or forum, with the exception of filing such documents with any court or offering such documents as evidence in the context of a legal proceeding;
4. Otavnik will not make any reference to KRG in any subsequent oral and written submissions to the court in relation to his claims in this Action, with the exception of any cross-examinations of any principal or employee of KRG who appears as a witness at the trial of the Action, either voluntarily or under subpoena;
5. Otavnik will not seek to compel, by any means, any principal or employee of KRG as a witness in the Action; and
6. Otavnik will provide a release of KRG in respect of all matters relating to or arising from the Action, which shall include an agreement not to disclose any of the communications between Otavnik and either KRG, its representatives and its legal counsel relating to these proceedings, and specifically including the fact and substance of this settlement, in the form which appears below.

FULL & FINAL RELEASE AND NON-DISCLOSURE AGREEMENT

IN CONSIDERATION of the terms and conditions in the Minutes of Settlement, above, the mutual covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Otavnik, for himself and on behalf of his respective heirs, successors, executors, administrators and assigns (collectively, the "Releasor"), **DOES HEREBY IRREVOCABLY RELEASE AND FOREVER DISCHARGE** KRG and its

successors, assigns, shareholders, subsidiaries, affiliates, directors, officers, employees, agents and related parties from time to time (the "Releasee") from and against any and all manner of actions, causes of action, suits, proceedings, debts, costs, taxes, sums of money, obligations, duties, dues, accounts, interest, bonds, covenants, contracts, claims, damages, demands, liens, charges and liabilities whatsoever, both in law and in equity, whether implied or expressed, howsoever arising, which he ever had, now has, can, shall or may hereafter have against the Releasee by reason of any act, omission, cause, matter or thing arising from, under, out of, or in connection with the claims, causes of action and matters which were or which could have been raised in the Action, including but not limited to all posts, comments and other things published on the Blog to the date hereof.

2. **AND FOR THE SAID CONSIDERATION** it is understood and agreed that the Releasor will not make, continue, support or encourage any claim, demand, proceeding or cause of action, howsoever arising, by or against any other person or corporation who has or might claim, in any manner or forum, damages, dues, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, from or against any party discharged by this Full and Final Release (the "Release") in connection with or arising from, under or out of the contents of the Blog to the date hereof. **IT IS FURTHER UNDERSTOOD AND AGREED** that if the Releasor commences, continues, supports or encourages such an action, or takes such proceedings, and any person or corporation discharged by this Release is added to such proceeding in any manner whatsoever, whether justified in law or not, the party taking, supporting or encouraging such proceeding will immediately cease, dismiss or discontinue the support or proceedings and/or claims, and will be liable to the discharged party for the legal costs incurred in any such proceeding, on a substantial indemnity scale. This Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by Otavnik with respect to the matters covered by this Release. This Release may be pleaded, in the event that any such claim, action, complaint or proceeding is brought or continued, 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 Otavnik in any

subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

3. **IT IS UNDERSTOOD AND AGREED** that Otavnik and KRG will maintain the confidentiality of this settlement and of the communications between these parties relating to the Action and, in particular, without limiting the generality of the foregoing, these Minutes of Settlement and Full and Final Release, all settlement negotiations, and all communications, written or oral, between Otavnik and KRG (which term shall hereafter include its principals, employees, agents and legal counsel) having anything to do with the Action and the settlement thereof (the "Confidential Information"), and will not divulge or publish in any media, manner or forum whatsoever, either directly or indirectly, the terms, details, related discussions or facts thereof, including the fact of this settlement, to any persons or corporations, for any reason whatsoever, with the exception of their respective legal advisors, as necessary, and except as may be compelled by law or court order. The Confidential Information does not include the pleadings in this Action.
4. **OTAVNIK** acknowledges that his non-disclosure obligations above are reasonable and necessary to protect the legitimate business interests of KRG and in the event that disclosure is made in breach of those obligations, Otavnik will use his reasonable and good faith efforts to secure the confidentiality and non-disclosure of the Confidential Information by the third party to whom such disclosure is made. In the event that disclosure is made pursuant to the provisions of this agreement, the disclosing party shall instruct the third party to whom such disclosure is made of the confidential nature of the Confidential Information.
5. **IT IS UNDERSTOOD AND AGREED** that the said consideration and payment, performance, acceptance or exchange thereof is deemed to be no admission whatsoever of liability on the part of any party and that such liability is denied.
6. **IT IS UNDERSTOOD AND AGREED** that it is the intention of this Release that the Releasor has given a release of, from and against any and all of the claims or causes of action that have or could have arisen out of the words and media published, posted and

displayed on the Blog to the date hereof and all losses, damages and claims, both known and not now known or anticipated but which may later be discovered, including all consequences thereof. IT IS UNDERSTOOD AND AGREED that this agreement is to be construed liberally as against the Releasor to fulfill the said intention.

7. **THESE MINUTES OF SETTLEMENT AND FULL AND FINAL RELEASE** contain the entire agreement between the parties hereto and the terms and conditions of this document may not be amended orally. The parties confirm that they have entered into this agreement voluntarily and with the opportunity to obtain legal advice.
8. **THESE MINUTES OF SETTLEMENT AND FULL AND FINAL RELEASE** may be executed in separate counterparts, each of which so executed shall constitute an original and both of which together shall constitute one and the same agreement. An executed counterpart delivered by electronic means is hereby deemed to be as effective and binding as an original delivered executed counterpart.

This agreement shall be effective and binding on the parties hereto on the date the last party executes and delivers this agreement.

JOSEPH OTAVNIK

DATED at Whitby this 27th day of April, 2009.

Marie Towns

Joe Otavnik

l/s

Witness **MARIE TOWNS**

JOSEPH OTAVNIK

TELE-CONNECT PUBLICATIONS LTD. c.o.b. KINSMAN ROBINSON GALLERIES

DATED at Toronto this _____ day of April, 2009.

c/s

Name:

Position:

I have authority to bind the corporation.

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This agreement shall be effective and binding on the parties hereto on the date the last party executes and delivers this agreement.

JOSEPH OTAVNIK

DATED at Whitby this day of April, 2009.

I/s

Witness

JOSEPH OTAVNIK

TELE-CONNECT PUBLICATIONS LTD. c.o.b. KINSMAN ROBINSON GALLERIES

DATED at Toronto this 28TH day of April, 2009

c/s

Name: PAUL C.H. ROBINSON
Position: PRESIDENT
I have authority to bind the corporation.