

RETAINER AGREEMENT



TO: GARDINER MILLER ARNOLD LLP (“GMA”)

Scope of Retainer – I/We (the “Client”) hereby retain Gardiner Miller Arnold LLP (“GMA”) to undertake the following real estate legal matter on my/our behalf (please check the appropriate box representing the services you would like GMA to provide):

- Purchase Mortgage Sale Other

Engage Services - The Client hereby requests GMA to render such services, take such proceedings, employ such agents, counsel, experts or services as may be appropriate and expend such disbursements as GMA may deem necessary in order to properly provide its legal advice and services.

Disbursements - Typical disbursements may include title searches, off title searches, title insurance policy, postage, photocopying, long distance charges, government or court fees, process servers’ fees, experts’ fees, title searching fees, document compilation and binding, computer-based legal research and any other amounts charged by third parties. Disbursements are charged in addition to GMA’s legal fees, together with applicable taxes and interest on accounts remaining unpaid for more than 30 days after the date rendered, charged and payable at the rate permitted pursuant to the Solicitor’s Act from time to time.

Legal Fees - The Client shall promptly pay to GMA its legal fees for services rendered on the block fee agreed upon by the Client and the Firm and in those instances where additional work becomes necessary that exceeds the work represented by the block fee additional charges may be charged based upon the work performed and time spent for these services recorded to the nearest one-tenth of an hour at the applicable hourly rates of such of the lawyers and clerks in the amounts established by GMA as may be adjusted from time to time. Please see the attached Schedule for our current hourly rates. These rates are subject to HST and may be increased from time to time on an at least annual basis. GMA reserves the right to assign its lawyers, articling students and law clerks/legal assistants to perform legal services as necessary or desirable.

Retainer Cheque - The Client shall not be required to pay an initial retainer on real estate transactions unless requested by the Firm. In the event the Client is required to pay an initial retainer he/she authorizes and directs GMA to hold the retainer amount in its non-interest bearing mixed trust account. Any excess retainer amount shall promptly be rebated to the Client upon rendering of a concluding account with respect to the scope of retainer referred to above.

The undersigned Client(s) acknowledge(s) having carefully read and understood this Retainer agreement (including GMA’s Standard Terms and Conditions attached hereto) and agrees(s) to abide by the provisions hereof. The Client is advised to seek independent legal advice if the client does not understand the terms of this agreement, because GMA is relying upon the Client(s’) understanding of GMA’s transparent disclosure of the criteria defining our business relationship. We welcome any questions you may have. By signing this retainer agreement, agreeing to it by acknowledgement of such electronically or by attaching your electronic signature you agree to the terms hereof.

DATED this day of, 20....

..... seal
Signature (Individual Client)

.....
Print Name

..... seal
Signature (Individual Client)

.....
Print Name

GARDINER MILLER ARNOLD LLP

Per:
Lawyer



**STANDARD TERMS AND CONDITIONS
ATTACHED TO GMA's RETAINER AGREEMENT
(the "Retainer Agreement")**

Efficient Professional Services - The Client expects GMA to render its legal services on a practical, professional, confidential, cost-effective basis and to a high quality standard. GMA is expected to comply with the Law Society of Upper Canada's Rules of Professional Conduct and applicable legislation, case law and regulations. GMA shall consult with the Client with respect to major decisions or choices, pertaining to significant alternatives or financial impacts, but GMA shall be expected to process the Client's legal affairs in accordance with efficient standardized procedures without consultation, recognizing that legal services must often be performed as an art rather than a science. GMA shall communicate with, report to and seek instructions from the Client (or its authorized representative) on an as-needed basis. The Client acknowledges that the scope of work is likely to require the use of law clerks, secretaries, support staff as well as third party service providers. The Client specifically authorizes the use of non-lawyers to facilitate the transaction.

Obtain Independent Legal Advice – Before signing GMA's form of Retainer Agreement, the Client must be assured that the Client has carefully read and fully understands each of the provisions set out in GMA's Retainer Agreement. GMA recognizes that the Client may wish to obtain independent legal advice to explain the rights and obligations governing the relationship binding the client and GMA as set out in the Retainer Agreement. By signing the Retainer Agreement, or by otherwise indicating the Client's acceptance such as electronically or with an electronic signature, the Client confirms having either obtained independent legal advice or having decided to waive independent legal advice prior to signing the Retainer Agreement.

Payment - The Client(s) agree(s) (jointly and severally) to pay GMA's accounts for fees, disbursements and taxes within 30 days after accounts are rendered. The fees for GMA's legal services shall be determined at its applicable hourly rates or, in the case of a fixed fee for a particular project, at the specific fee referred to in any binding written quote, which was not characterized as an estimated or guesstimated fee. In the event of the Client's failure to pay any of GMA's accounts on a timely basis, interest shall be charged and payable at the rate of 12% per annum as permitted pursuant to the *Solicitors Act* commencing 30 days after the date the account was forwarded to the Client. Non-payment of GMA's account on time may result in cessation of services by GMA until accounts are paid up to date and shall entitle GMA to terminate the Retainer Agreement and cease acting for the Client at its discretion forthwith upon written notice to the Client. GMA shall not be subject to any obligation to render legal services or any liability whatsoever while its accounts for legal services and expenses remain unpaid.

Final Reports and Accounts – The Client acknowledges that written reports and statements shall follow the closing of the transaction. Each of GMA's interim and concluding statements of account shall be final and binding, unless the Client specifically notifies GMA in writing of any dispute with respect to GMA's account within 45 days after such account was rendered to the Client, but not otherwise.

Trust Account - The Client authorizes and directs GMA and any person or party to any transaction, agreement, litigation or matter involved within the scope of the retainer services to pay into or receive in GMA's mixed trust account specifically on behalf of the Client, any of the Client's funds, retainer amounts, monies or proceeds to which the Client or GMA may become entitled. GMA's main trust account is a mixed, non-interest bearing trust account which contains the specified trust funds for each of GMA's participating clients. GMA's main trust fund is strictly operated in accordance with all requirements of the Law Society of Upper Canada. GMA is hereby authorized to apply the Client's trust monies firstly in payment of any account of GMA issued and payable for fees, disbursements, taxes and interest applicable to services rendered by GMA, its agents and contractors who have rendered services on behalf of the Client, whereupon the balance shall be remitted to the Client or as the Client may direct GMA in writing.

Separate Interest-Earning Deposits - In the event the Client wishes to instruct GMA to deposit any of the Client's funds, retainer amounts, monies or proceeds into a separate interest-bearing trust account, deposit or any specified security of any kind in order to hold large amounts in trust for an extended period of time, the Client either hereby instructs GMA to do so (by initialing the following signature line(initial)), or the Client may at any time instruct GMA in writing to deposit any such trust amount into a separate, interest-bearing trust account, deposit or security. Unless specified in writing, GMA will by default deposit separate interest-earning trust funds into a Bank of Nova Scotia cashable GIC, subject to the standard interest rate, investment criteria, expenses and charges of the Bank

of Nova Scotia. GMA's fee for opening a separate interest-bearing trust account, investing funds, completing accounting procedures and reporting to the Law Society of Upper Canada and the client amounts to \$200 per annum.

First Charge - The Client hereby gives to GMA a first charge and security interest attached against any type of document, asset, object, funds under GMA's control, or the proceeds of any transaction, agreement, litigation or matter undertaken within the scope of GMA's legal services, to the extent of unpaid fees, disbursements, taxes and interest of GMA or any other authorized third party who has rendered services on behalf of the Client. The security interest given to GMA hereunder constitutes a purchase-money security interest in accordance with the *Personal Property Security Act*.

Legal Advice – GMA's lawyers are pleased to provide snap responses to questions raised over the telephone or by e-mail or at meetings, but GMA shall not be held responsible for any obligation or duty with respect to such casual discussions, recommendations and business or legal advice, or any consequences arising from the Client's use or communication thereof. However, GMA assumes professional responsibility for its lawyers' legal opinions or advice where a GMA lawyer has provided a written legal opinion after having had a reasonable opportunity to undertake due diligence and careful deliberations. GMA's legal advice shall be restricted to the Client's particular set of facts and circumstances for which it is given and must not be applied to any other past or future situations pertaining to the Client or any other entity, except to the extent specifically provided for in the opinion.

Indemnification – GMA accepts its responsibility for any legal liability it may incur pertaining to any claim which may arise with respect to any legal matter for which GMA has been retained by the Client, if such claim is caused by breach of these Retainer Terms and Conditions, negligence, or breach of any duty to the Client by GMA, its partners, lawyers or employees, when any such obligation or duty is owed by GMA to the Client, but the Client shall release, indemnify and save GMA, its partners, lawyers and employees harmless from any liability (including any expense, damage, monetary damages, fine, penalty, tax, interest, costs (including legal fees on a full indemnity basis) and any other legal liability) arising with respect to or in connection with any other type of claim (including, without restriction, any action, cause of action, suit, legal proceeding, settlement, claim or demand whatsoever) by the Client or any third party with respect to any legal matter for which GMA has been retained where GMA, its lawyers and employees have not breached an obligation or duty owed to the Client.

Limited Liability – Gardiner Miller Arnold LLP is a limited liability partnership which assumes exclusive responsibility for the legal services rendered by its partners, lawyers and employees. On an individual basis, GMA's partners, lawyers and employees shall not personally be held liable for any loss, injury, damages or amount whatsoever with respect to any legal services rendered by any of them on behalf of GMA to any Client. The maximum limit of liability on the part of GMA, its partners, lawyers and employees, is restricted to the greater of the value of the net assets of GMA and any insurance proceeds payable and derived from GMA's LPIC Errors and Omissions Insurance and GMA's Excess Insurance Policy, both of which total \$4,000,000 per occurrence and \$8,000,000 in the aggregate. The Client is welcome to personally acquire or require GMA to acquire additional errors and omissions insurance coverage if the premiums for such additional insurance have been paid in full by the Client.

Joint Retainer - If GMA has been asked to act for more than one individual Client within the scope of this retainer, each of the Clients acknowledge that GMA has advised each of the Clients that: i) GMA will act jointly and severally on behalf of each and all of them; ii) No information received in connection with the matter from one Client can be treated as confidential so far as any of the Clients are concerned; iii) If a conflict develops that cannot be resolved, GMA cannot continue to act for all of them in the matter and may have to withdraw completely; and iv) Each of the Clients have a right to obtain independent legal advice and representation but the Clients have preferred that GMA act for each of the Clients together. Each of the individual Clients hereby consent to the Joint Retainer and request that GMA act equally and impartially on behalf of all such Clients, subject to compliance with the criteria established by the Law Society of Upper Canada's Rules of Professional Conduct.

Material Conflict – GMA may, without the Client's consent, act for other persons or entities whose interests may be adverse to the Client, in matters which are not substantially related to GMA's engagement by the Client. GMA will not act adversely to the interests of the Client in any case where, as a result of GMA's representation of the Client, GMA has obtained sensitive, proprietary or other confidential information which is not available to the public, if such information could be used to benefit another client of GMA to the Client's material disadvantage. The Client recognizes that GMA shall not share any confidential information obtained from another client which may be of interest to the Client. In the event that any material conflict may arise of which GMA becomes aware which cannot promptly be

resolved on consent of the parties, any Client or GMA may notify each of the applicable Clients and GMA of the existence of any such material conflict, whereupon each of the Clients are hereby advised to obtain independent legal advice and representation, provided that in the event that GMA has had a pre-existing relationship with one of the Clients, or in the event the Client is a business corporation or other entity of which the remaining Clients are shareholders, then in any such case, GMA shall be entitled to continue to act on behalf of such pre-existing or corporate Client.

Entity Criteria - In the event that the Client is a business corporation, not-for-profit corporation, condominium corporation, organization, partnership, limited partnership or other entity (the "Entity"), GMA's primary obligation is to act in the best interests of the Entity, but GMA shall make its best efforts to also act in the best interests of each of the shareholders, partners or members thereof while no conflict of interest is in effect.

Real Estate - In the event the Clients are joint purchasers, joint vendors or vendors and purchasers in a real estate transaction, joint parties to a business transaction with a real estate component, or if GMA is acting for both an institutional mortgagee and property owner or purchaser in any transaction, the Clients confirm that no conflict of interest shall thereby arise and GMA is hereby authorized and directed to act for all such Clients on the Joint Retainer basis set out above, subject to compliance by GMA with the Law Society of Upper Canada's Rules of Professional Conduct.

Privacy Issues – The Client authorizes GMA to communicate with the Client by cell phone, e-mail or other electronic media, recognizing that risks to solicitor and client privilege, litigation privilege and various privacy issues may arise from communicating details of litigation cases or other private or confidential legal matters, either by using such means of communication, or by sharing documents, or by discussing privileged information with a third party. The Client should restrict the sharing of privileged e-mails, documents, discussions and information pertaining to any litigation or other privileged legal matters only with their professional advisors or persons having a direct need to know such information on behalf of the Client. GMA's computer system is subject to various safeguards (including firewall and password protections intended to exclude viruses and other defects) but GMA does not accept any liability for any loss or damage that may arise from the receipt or use of any electronic communication from us except in the event of GMA's gross negligence.

Client Identification Criteria – The Know Your Client criteria set out by the Law Society of Upper Canada requires each Client to provide proof of identification to any law firm acting on the Client's behalf. Each individual Client must provide GMA with a copy of the front and back sides of original government-issued identification that is valid and has not expired (such as a current driver's licence, birth certificate, passport or similar document). In the case of an Entity, each Client must provide to GMA a copy of any written confirmation from a government registry as to the existence, name and address of the Entity, including the names of the Entity's directors, if applicable (such as a certificate of corporate status issued by a public body, a copy of a record from a public body that the Entity is required to file annually under applicable legislation, a condominium corporation's declaration and status certificate, or a copy of a similar record obtained from a public body that confirms the Entity's existence). In the event an Entity is not registered with any government registry, the Client must provide to GMA a copy of the Entity's constating documents (such as a trust or partnership agreement, articles of association or any other similar record) that confirm its existence as an Entity.

Termination – The Client may terminate the Retainer Agreement at any time upon written notice and by paying the balance of legal fees and disbursements owing. GMA reserves the right to terminate the Retainer Agreement, subject to obligations of professional standards under the Law Society of Upper Canada's Rules of Professional Conduct. Circumstances in which GMA may be caused to terminate the Retainer Agreement include but are not limited to: inability to get instructions from the Client, Client's refusal or failure to cooperate with GMA or follow GMA's legal advice, onset of a conflict of interest, circumstances where GMA continuing to act on behalf of the Client would be unethical or impractical, or if GMA's accounts remain unpaid for 30 days or more.

File Transfer, Retention and Destruction - Subject to GMA's right to a First Charge described above and the right to keep copies of any documents, the Client is entitled to receive copies of any documents relating to the legal services performed, excluding internal accounting records, lawyer's notes and inter-office memoranda, documents prepared by GMA for its own benefit at GMA's own expense, confidential information of a third party other than the Client, and any other document belonging to GMA or a third party. When the matter covered by this agreement has been completed or if the Client or the Client's new lawyer requests that the matter be transferred to the Client's new lawyer, GMA will close the file after giving written notice to the Client and returning or transferring any original Client property. Clients wishing

to receive copies of any other documents from the file must send a written request within 45 days after being notified of the file closure. The remaining file contents will be stored in safekeeping in accordance with GMA's file retention and destruction policy, which provides that some documents will be removed from the closed file and destroyed immediately. Other file contents will be stored in an off-site location for a period of two years and then destroyed without further notice, unless the Client forwards written instructions asking GMA to continue to retain such file contents in storage, subject to the Client's payment of GMA's Subsequent Storage Fee of \$25 per file for each additional period of two years or less. Once the file has been moved to off-site storage, requested documents will be subject to a standard administrative fee to retrieve the file from storage and process the document request.

Commencement of Retainer – GMA's has no obligation to render any legal services until the Retainer Agreement has been executed either by signing said agreement, signing it with an electronic signature or agreeing to said retainer electronically by marking the appropriate box on GMA's website version of this retainer agreement by the Client(s) and returned to GMA and the initial retainer amount has been paid, if required, but if the Client has requested that GMA provide any legal services before that time, any legal services provided by GMA shall be subject to the provisions contained in the Retainer Agreement, even though it has not been signed.

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