

**LETTER AGREEMENT BETWEEN  
CLLAS AND "CLLAS INTERNATIONAL" INSURERS**

**RESOLUTION OF ALLOCATION DISPUTES**


In the event of an allocation dispute between the Canadian Lawyers Liability Assurance Society ("CLLAS") and by the undersigned insurance companies (collectively referred to as the "CLLAS International Insurers") with respect to a loss giving rise to a claim or claims under insurance policies issued by CLLAS and the CLLAS International Insurers and the parties agree as follows:

1. CLLAS and the CLLAS International Insurers agree to use their best efforts to determine a fair and proper allocation of all amounts (including defense costs) that the parties are collectively obligated to pay under their respective policies in connection with such claim. In making such determination, the parties will take into account the contributory fault giving rise to the loss by the individual insureds covered under their respective policies.
2. In the event that an allocation cannot be agreed to pursuant to paragraph 1 above, the parties will apply the Default Interim Allocation until such time as the parties are able to agree upon an alternate allocation or such allocation is determined pursuant to arbitration in accordance with paragraph 5 below.
3. The Default Interim Allocation means 50% CLLAS and 50% CLLAS International Insurers.
4. If the parties utilize the Default Interim Allocation:
  - a. either of CLLAS or the CLLAS International Insurers may refer the allocation dispute to arbitration in accordance with paragraph 5 below; and
  - b. no presumption as to allocation will exist in arbitration.
5. Disputes which are referred to arbitration will be determined by a single arbitrator. The arbitrator must be a person with not less than ten year's experience in the insurance and/or reinsurance industry or as a lawyer or other professional advisor serving the industry. If the parties cannot agree on the identity of the arbitrator within 14 days the matter being referred to arbitration, either party may apply to the Chairman of ARIAS (US) who will appoint an arbitrator. The arbitration will be conducted pursuant to the International Commercial Arbitration Act (Ontario). The arbitrator may in his/her sole discretion make such orders and directions as he/she considers necessary for the final determination of the matters in dispute and shall have discretion as to allocation of costs of the arbitrator between CLLAS and the CLLAS International Insurers. The arbitrator has the widest discretion permitted under governing law when making such orders or directions.


6. The parties agree that any determination with respect to allocation is subject to all the terms, conditions and limitations of the respective policies.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement on the dates indicated below.

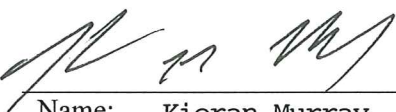
**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

By:   
Name: Patrick Mahoney  
Title: General Manager  
Date: July 21, 2008

**INTERSTATE FIRE AND CASUALTY**

By:   
Name: Glenn Druce  
Title: National Product Director  
Date: August 1, 2008

**LEXINGTON INSURANCE COMPANY**

By:   
Name: Kieran Murray  
Title: Professional Lines Manager, National Branch  
Date: August 14, 2008