

Strength & Determination

**Lloyd &
Partners**

CONTRACT DOCUMENTATION



Date: 23 September 2016

Our Contact: Clive Saffron

Hub International Ontario Limited,
Pro-Form Sinclair Professional,
675 Cochrane Drive,
Suite 200, East Tower,
Markham,
Ontario.

Eoc No: DR1601289

Evidence of Cover

Dear Sirs,

Insured: McCarthy Tetrault Registered Foreign Lawyers and Solicitors and as per Contract Document

Period: 30 September 2016 to 30 September 2017 both dates at 12:01 a.m. at the Insured's Address

Type: Lawyers Professional Liability Insurance

Order Hereon: 100% of 15%

In accordance with your instructions, we have effected insurance for your account as set out in the enclosed copy Contract.

Our Debit Note reflecting the premium due for the insurance is additionally enclosed for your attention. In order to meet the premium payment terms set by Insurers, the premium needs to be paid to us by no later than the date set out in the Debit Note.

Page 1 of 3

The St Botolph Building
138 Houndsditch
London EC3A 7AW

T 44(0)20 7466 6500
F 44(0)20 7466 6565
www.lloydandpartners.com



Continuation of Evidence of Cover: DR1601289 dated 23 September 2016

Security Schedule

**Insured with:
100% of 15%**

66.667% Lloyd's Syndicate 4000

33.333% Lloyd's Syndicate 1861

100.000%

This Security Schedule has been prepared by us for your ease of reference to identify the subscribing Insurers and their respective participations as a percentage of our whole on the above referenced insurance contract. Please note that this schedule is not authorised by the subscribing Insurers.

Reminder: Duty of Disclosure

Under the laws of England and Wales, Scotland and Northern Ireland, Lloyd & Partners has a duty to remind you of a policyholder's (and its insurance agent's) duty to make a fair presentation of the risk, and to disclose all material circumstances, and the consequences of not doing so. It is necessary to disclose all information which would influence the judgement of a prudent insurer in determining whether or not to accept a risk, and upon what terms. Failure to comply with this duty may give the insurer the right to void the policy from its inception, or to impose different terms, or to reduce the amount paid on any claim. If your contract is not subject to such laws, your duty of disclosure and the consequences of its breach may vary from that stated above.

For further information please refer to our Business Protocol document which can be found on-line at <http://www.lloydandpartners.com/business-protocols> and if any further material requires to be disclosed or if you have any question as to what should be disclosed please refer to your normal Lloyd & Partners contact.

We would ask you to examine the enclosed documents carefully and if for any reason they are incorrect contact us immediately.

Yours faithfully,

For and on behalf of Lloyd & Partners



Authorised Signatory

Continuation of Evidence of Cover: DR1601289 dated 23 September 2016

Risk Details

| | |
|--|---------------------------|
| Policy No B1353DR1601289000 | 1353 LNP |
| <h1>Market Reform Contract</h1> | |
| Insured/Reinsured McCarthy Tetrault Registered Foreign Lawyers and Solicitors; McCarthy Tetrault (NY) LLP; McCarthy Tetrault LLP, and others as more fully described in this Contract | |
| Period 30 September, 2016 to 30 September, 2017 | |
| For LPSO use | |
| For IUA use | |
| For LIRMA use | |



RISK DETAILS

Unique Market Reference: B1353DR1601289000

Type: Lawyers Professional Liability Insurance

Insured: McCarthy Tetrault Registered Foreign Lawyers and Solicitors; McCarthy Tetrault (NY) LLP; McCarthy Tetrault LLP, and others as more fully described in this Contract

Insured's Address: c/o Toronto Dominion Centre
Suite 5300
TD Bank Tower
Box 48
66 Wellington Street West
Toronto
Ontario M5K 1E6
Canada

Period: From: 30 September, 2016
To: 30 September, 2017
both dates at 12:01 a.m. at the Insured's Address

Interest: As per policy wording attached

Limit of Liability: USD30,000,000 each Claim and in the aggregate, including Defense Costs

Retention: USD75,000 per Claim for U.K. work, including Defense Costs
USD50,000 per Claim for U.S. work, including Defense Costs
USD50,000 per Claim for all other work, including Defense Costs

Conditions: As per policy wording and endorsements attached, including but not limited to:

- (1) CLLAS Compatible and Allocation Endorsement, as attached
- (2) NMA1978a – Nuclear Incident Exclusion Clause – Liability - Direct (Broad) - Canada, as attached
- (3) NMA2918 – War and Terrorism Exclusion Endorsement, as attached
- (4) LMA5028 – Service of Suit Clause (Canada), as attached

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Notices:

LSW1542F - Lloyd's Underwriters' Policyholders' Complaint Protocol, as attached.

LSW1543C - Notice Concerning Personal Information, as attached.

LSW1565C - Code of Consumer Rights and Responsibilities, as attached.

Choice of Law and Jurisdiction:

This Contract shall be governed by the laws of the Province of Ontario, and the Insurers and the Insured agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this Contract.

Premium:

USD145,204 (100%)

Payment Terms:

As per Premium Payment Clause (LSW 3001 amended) attached – 60 days.

Taxes Payable by Insured and administered by Insurers:

None

Recording, Transmitting & Storing Information:

Where Lloyd & Partners maintains risk and claim data / information / documents Lloyd & Partners may hold data / information / documents electronically.

Insurer Contract Documentation:

This document details the contractual terms between the contracting parties, and constitutes the contractual document.

LMA5180 – Intention for AIF to Bind Clause, as attached.

This Contract has been arranged by Lloyd & Partners (a trading name of JLT Specialty Limited).

Notice of Cancellation:

Where (Re)insurers have the right to give notice of cancellation in accordance with the provisions of the Contract, then:

- To the extent provided by the Contract, the Contract Leader is authorised to issue such notice on behalf of all participating (Re)insurers; and (optionally)

- Any (Re)insurer may issue such notice in respect of its own participation

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PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

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LSW3001 (amended)

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INFORMATION

Information made available to and seen by all subscribing Insurers hereon includes the following:

- (1) Canadian Lawyers Liability Assurance Society International - Lawyers Professional Liability Renewal Submission 2016 (35 pages in all)
- (2) McCarthy Tetrault Renewal Applications dated 30 August, 2016 and attachments thereto (16 pages in all)
- (3) McCarthy Tetrault Terms Sheet (1 page)

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SECURITY DETAILS

(Re)insurer's Liability:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should read as a reference to contracts in the plural.

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Order Hereon:

15% of 100%

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Basis of Written Lines:

Percentage of Whole

Signing Provisions:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

Written Lines:


In a co-insurance placement, following insurers may, but are not obliged to, follow the premium charged by the Contract Leader.

Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

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SECURITY DETAILS

10%
of WHOLE


Pembroke  **PEM 4000**

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T. A. B. H. GLOVER & OTHERS
 DN S: if

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 **1861 ANV**

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FISCAL & REGULATORY

Taxes Payable by Insurer(s): 3% Ontario Provincial Premium Tax on 100% of the Premium

Country of Origin: Canada

Overseas Broker: Pro-Form Sinclair Professional -
A Hub International Ontario Limited Company
675 Cochrane Drive
Suite 200
East Tower
Markham
Ontario L3R 0B8
Canada

U.S. Classification: Non-regulated
(For Lloyd's Use Only)

Allocation of Premium to Coding: 100% - E3

Regulatory Client Classification: Large Risk

Don Baker

INTERNAL AGREEMENT

In the event of an Insurer change of ownership, business direction, diminishing financial health or any Insurer going into run-off which, in the determination of the Insured, is not to the Insured's interest then any such Insurer hereby agrees to cancel their participation pro rata at the date the Insured makes their determination and requests such cancellation.

However, the premium paid to such Insurer shall be fully earned in the event of an incurred claim under this policy or as otherwise agreed by such Insurer in the event such claim is withdrawn.

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DECLARATIONS

Policy Number: DR1601289

NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE UNDERWRITERS BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.

- ITEM 1. **FIRM:** McCarthy Tetrault Registered Foreign Lawyers & Solicitors; McCarthy Tetrault (NY) LLP; McCarthy Tetrault LLP, and others as more fully described in the Policy
c/o Toronto Dominion Centre, Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, Ontario M5K 1E6, Canada
- ITEM 2. **PREDECESSOR FIRM(S):** None
- ITEM 3. **POLICY PERIOD:**
(A) Inception Date: 30 September, 2016
(B) Expiration Date: 30 September, 2017
At 12:01 a.m. both dates at the Address in ITEM 1.
- ITEM 4. **LIMITS OF LIABILITY** (inclusive of **Defense Costs**):
(A) USD 30,000,000 maximum limit of liability each **Claim**
(B) USD 30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**.
- ITEM 5. **RETENTION AMOUNT:** USD 75,000 per **Claim** for U.K. work
USD 50,000 per **Claim** for U.S. work
USD 50,000 per **Claim** for all other work
- ITEM 6. **EXTENDED REPORTING PERIOD:**
(A) Additional Period
1 Year
2 Year
3 Year
(B) Additional Premium
150% of Annual Premium
225% of Annual Premium
300% of Annual Premium
- ITEM 7. **PENDING OR PRIOR DATE:** None
- ITEM 8. **PREMIUM:** USD 145,204
- ITEM 9. **INSURERS and PARTICIPATIONS**
Certain Underwriters at Lloyd's: 15.00% of 100.00% of the LIMIT and PREMIUM

These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and the Underwriters.

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LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Underwriters and the **Insured** agree as follows:

I. INSURING CLAUSE

The Underwriters shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** or **Potential Claim** arising during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed by the **Insured** before or during the **Policy Period**.

II. DEFINITIONS

Application means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Underwriters for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

The term "attorney" shall be read to include "attorney, barrister, solicitor, lawyer or the equivalent in any applicable jurisdiction".

Claim means:

- (1) any of the following:
 - (a) a written demand or written request for monetary damages or non-monetary relief;
 - (b) a written demand or arbitration;
 - (c) a civil proceeding commenced by the service of a complaint or similar pleading; or
 - (d) a formal civil administrative or civil regulatory proceeding (including a disciplinary or grievance proceeding before a court or bar association) commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document,against an **Insured** for a **Wrongful Act**, including any appeal therefrom;
or
- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.

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Except as may otherwise be provided in Section X Reporting, a **Claim** will be deemed to have been first made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand or written request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

Confidential Information means proprietary or **confidential information** not in the public domain, including trade secrets, that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services**

Controlled Enterprise means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

- (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
- (2) such business enterprise is not a publicly traded entity and twenty-five percent (25%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one of more **Insured Persons**; or
- (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits) of any **Insured** incurred in defending any **Claim** or **Potential Claim** and the premium for appeal, attachment or similar bonds; provided that the Underwriters will have no obligation to procure or provide any bonds.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions or any applicable law or under the provisions of any formal program established by the **Firm**.

Financial Impairment means the status of a **Firm** resulting from:

- (1) the appointment by any government official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Firm**; or

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- (2) the **Firm** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Firm means (the organization) engaged in the practice of law under the name(s) set forth in ITEM 1 of the Declarations, whether as a partnership, professional corporation or association, limited liability partnership, limited liability company or otherwise, and any predecessor firm(s) designated in ITEM 2 of the Declarations.

Foreign Legal Consultant means any natural person who is a lawyer who is accredited and licensed to practice in a foreign jurisdiction and who has been approved by the applicable bar, *law society or court* as a **Foreign Legal Consultant** to provide advice and services about the laws of the lawyer's foreign jurisdiction but only if such services are performed by or on behalf of the **Firm**.

Insured means the **Firm** and any **Insured Person**.

Insured Person means any natural person or entity:

- (1) who was, now is or shall become a partner, principal, director, officer, shareholder or member of the **Firm**;
- (2) who was, now is or shall become designated (as evidenced in the **Firm's** records) as "counsel" or "of counsel" by the **Firm**;
- (3) whose labor or service was, now is or shall be engaged by and directed by the **Firm** to perform **Professional Services**, including a full-time, part-time, seasonal, contracted, leased and temporary employees, or seconded lawyers who are providing Professional Services on behalf of the **Firm**.
- (4) **Foreign Legal Consultants**, or
- (5) **Service Companies** which are corporations or partnerships including any principal, director, officer or employee of such **Service Company** providing services exclusively to the **FIRM**.

but only while acting in his, her or its capacity as such.

Intra Firm Representation means **Professional Services** provided with the prior written consent of, or in accordance with the established policies of the **Firm**, by an **Insured Person** to any other **Insured Person** in a lawyer/client relationship.

Loss means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, unless punitive or exemplary damages are uninsurable under the law pursuant to which this policy is construed), judgments, settlement, pre-judgments and post-judgment interest and **Defense Costs**.

Loss also includes any **Defense Costs** incurred by an **Insured** with respect to any **Potential Claim** (written notice of which has been given to the Underwriters pursuant to Section X(A)(2) Reporting.)

Loss does not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or

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other non-monetary relief, or to comply with an agreement to provide such relief;

- (2) taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award;
- (3) the cost of correcting, re-performing or completing any **Professional Services** or any amount which constitutes restitution, reduction, disgorgement, or set off or return of any fees or expenses paid to or charged by an **Insured for Professional Services**; or
- (4) any amount not insurable under the law pursuant to which this Policy is construed.

Personal Information means information not in the public domain that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services** allowing the identification of an individual and which may include, without limitation, any one or more of the following:

- (a) Social insurance number or its equivalent
- (b) Medical or healthcare data or other protected healthcare data or information;
- (c) a government issued driver's license;
- (d) financial information

Personal Injury means libel, slander, disparagement, violation of rights of privacy, false arrest, detention or imprisonment, wrongful entry or eviction, malicious prosecution or abuse of process, whether through use of electronic media, the internet or other means or loss, damage, theft or disclosure of **Personal Information** of an individual whether through use of electronic media, the internet or other means.

Policy Period means the period of time set forth in ITEM 3 of the Declarations, subject to any prior termination in accordance with Section XX Termination of Policy.

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solid, liquid, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also include any air emission, odor, wastewater, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.

Pollution means the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of **Pollutants** or any clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Pollutants**, or any voluntary decision to do so.

Potential Claim has the meaning set forth in Section X(A)(2) Reporting.

Professional Services means services provided to others by an **Insured** as:

- (1) an attorney or notary public;
- (2) an administrator, conservator, executor, trustee, guardian, escrow agent, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by the **Firm**;
- (3) an arbitrator or mediator;
- (4) a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (5) a government affairs advisor or lobbyist;
- (6) a title insurance agent pursuant to a written agency agreement with licensed title insurance company, but only when acting in such capacity for real estate transactions for which an **Insured** has provided services as an attorney;
- (7) a paralegal or legal assistant, solely in connection with the performance of **Professional Services**;
- (8) patent or trademark agent or title searcher; or
- (9) a **Foreign Legal Consultant**.

including the holding, use and safe guarding of **Confidential Information** or **Personal Information**, but only if such services are performed in the name of or on behalf of the **Firm** and some or all of the fee, if any, accruing from such services (regardless of whether such fee is actually collected) inures to the benefit of the **Firm**. **Professional Services** shall include the provision of any investment advice.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Wrongful Act means any actual or alleged act, error or omission committed, attempted, or allegedly committed or attempted, solely in the performance of or failure to perform **Professional Services** by the **Firm** or by an **Insured Person** acting in his or her capacity as such on behalf of the **Firm**, including without limitation any such actual or alleged act, error or omission committed or attempted or allegedly attempted or committed which results in or is alleged to result in

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damage to a claimant's hardware or software or the loss, damage, theft or disclosure of **Confidential Information** or **Personal Information**

III. EXCLUSIONS

- (A) The Underwriters shall not be liable for **Loss** incurred by an Insured on account of any **Claim** or **Potential Claim**;
- (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
 - (2) based upon, arising from or in consequence of any fact, circumstance, situation, transactions, event or **Wrongful Act** occurring prior to the inception date of the first lawyers professional liability policy issued to the **Firm** by the Underwriters which, prior to such inception date, any **Insured** knew or should have known might give rise to a **Claim**;
 - (3) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against such **Insured**, on or prior to the Pending or Prior Date set forth in ITEM 7 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;
 - (4) based upon, arising from, or in consequence of **Pollution**; provided that this exclusion shall only apply where the **Insured** is an actual or alleged owner, lessee or operator of the property in question;
 - (5) for bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed; provided that this Exclusion shall not apply if the allegations of bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form) arises out **Professional Services**.
 - (6) for any actual or alleged violation by such **Insured** of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local

statutory law or common law anywhere in the world;

- (7) by or on behalf of, in the name or right of, or based upon, arising from or in consequence of any **Wrongful Act** on the part of such **Insured** in connection with any **Controlled Enterprise**;
 - (8) based upon, arising from, or in consequence of the service of such **Insured Person** in his or her capacity as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm** or any **Service Company**; provided that this Exclusion shall not apply where the **Insured Person** is acting in his or her capacity as a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
 - (9) brought or maintained by or on behalf of any **Insured** in any capacity, other than as a client in connection with **Intra Firm Representation**;
 - (10) based upon, arising from, or in consequence of **Professional Services** performed as a title insurance agent where there allegedly exists;
 - (a) any defect in title of which any **Insured** had actual knowledge as of the date the title insurance policy was issued by or through any **Insured**; or
 - (b) any actual or alleged breach of underwriting authority by an **Insured**;
- (B) The Underwriters shall not be liable for **Loss** on account of any **Claim** or **Potential Claim** against an **Insured**:
- (1) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
 - (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such **Insured**, or any libel or slander committed by such **Insured** with knowledge of its falsity.

as evidenced by any final judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Coverage shall extend to **Claims** and **Potential Claims** for the **Wrongful Acts** of

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an **Insured Person** made against:

- (a) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (b) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic Partner**, estate, heirs, legal representatives or assigns. The coverage provided by this Section IV. shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

V. OTHER INSURANCE

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, except with respect to the following only:

- (A) Insurance written to be specifically excess over this Policy, or
- (B) the Solicitors Professional Liability Insurance Policy, if any, purchased by the Insured to comply with the Solicitors Regulation Authority insurance requirements in the United Kingdom, or any subsequent renewals or replacements thereof.

This Policy will not be subject to the terms of any other insurance.

VI. TERRITORY

Coverage shall extend anywhere in the world.

VII. EXTENDED REPORTING PERIOD

- (A) If the Underwriters or the **Firm** terminate or do not renew this Policy, other than termination by the Underwriters for nonpayment of premium, then the **Firm** shall have the right to purchase an Extended Reporting Period for either the twelve (12) month period, twenty-four (24) month period or thirty-six (36) month period beginning on the effective date of the termination or non-renewal of this Policy. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to

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purchase the Extended Reporting Period, together with payment of the additional premium due, as set forth in ITEM 6 of the Declarations, is received by the Underwriters within thirty (30) days following effective date of the termination or non renewal of this Policy. The **Firm** may not change the option selected once that selection has been made.

- (B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** and **Potential Claims** first made or notified during such Extended Reporting Period and reported in accordance with Section X. Reporting, but only for **Wrongful Acts** committed or allegedly committed before the effective date of termination or nonrenewal or the date of any event described in Section XIII(B) Changes in Exposure, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the immediately preceding **Policy Period**.

VIII. LIMIT OF LIABILITY

- (A) The Underwriters' maximum liability for all **Loss** from each **Claim** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4(A) of the Declarations.
- (B) The Underwriters' maximum aggregate liability for all **Loss** from all **Claims** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the aggregate limit of liability set forth in ITEM 4(B) of the Declarations, regardless of the number of **Claims**.
- (C) **Defence Costs** are part of and not in addition to the Limits of Liability set forth in ITEM 4 of the Declarations, and payment by the Underwriters of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

IX. RETENTION AMOUNT

The Underwriters' liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** and **Potential Claim** which is excess of the applicable Retention Amount set forth in ITEM 5 of the Declarations. Such Retention Amount shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk. In the event that any **Insured Person** is unwilling or unable to bear the Retention Amount it shall be the obligation of the **Firm** to bear such Retention Amount uninsured and at its own risk.

X. REPORTING

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(A) Reporting of Claims and Wrongful Acts:

- (1) If a Claim is made against any Insured the Insured shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Underwriters written notice of such **Claims** as soon as practicable, but in no event later than the earliest of the following dates:
 - (a) if this Policy is either terminated or not renewed by the Firm, and if no Extended Reporting Period is purchased, thirty (30) days after the effective date of such expiration or termination;
 - (b) if the Extended Reporting Period is purchased, the expiration date of the Extended Reporting Period; or
 - (c) if the Underwriters send written notice to the **Firm** pursuant to Section XX (A) (3) Termination of Policy, prior to the effective date of such termination.
- (2) If during the **Policy Period** an **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** (a "**Potential Claim**"), and during the **Policy Period** the **Insured** gives the Underwriters written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences that have resulted or may result from the **Wrongful Act**, the damages that may result from the **Wrongful Act** and the circumstances by which the **Insured** first became aware of the **Wrongful Act**; then the Underwriters will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** during the **Policy Period**; provided that written notice of such **Claim** is then given to the Underwriters in accordance with paragraph (A)(1) of this Section X.
- (3) All notices of **Claims** or **Potential Claims**, required under this Section X must be sent in writing to the address set forth in Section XI Notice.

(B) Interrelationship of Claims:

All **Related Claims** will be treated as a single **Claim** made at the time the first of such **Related Claims** was made, or when the first of such **Related Claims** is treated as having been made in accordance with Section X (A)(2), whichever is earlier.

XI NOTICE

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- (A) All notices to the Underwriters under this Policy of **Claims** and **Potential Claims** which could give rise to a **Claim** shall be given in writing addressed to Monitoring Counsel as follows:

Attn: Anthony Spain, Esq.
Mendes & Mount LLP
750 Seventh Avenue
New York, NY 10019

Monitoring Counsel will provide notice and reports to the Underwriters subscribing to this Policy.

- (B) All other notices to the Underwriters under this Policy shall be given in writing addressed to:

Pro-Form Sinclair Professional
675 Cochrane Drive
Suite 200, East Tower
Markham ON L3R 0B8
Fax: 905-305-1093
shemina.jafferjee@hubinternational.com

- (C) Any notice given under XI (A) above shall be effective on the date of receipt by Monitoring Counsel at the address shown.

XII. DEFENSE AND SETTLEMENT

- (A) It shall be the duty of the **Insured** and not the duty of the Underwriters to defend **Claims** and **Potential Claims** made against the **Insured** and to retain qualified counsel of its own choosing with the Underwriters' prior written consent, such consent not to be unreasonably withheld.
- (B) With respect to any **Claim** and **Potential Claims** that appears reasonably likely to be covered in whole or in part under this Policy, the Underwriters shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation, defense and settlement of such **Claim**, and **Potential Claims** including but not limited to selecting appropriate defense counsel and negotiating any settlement. It shall not be unreasonable for the Underwriters to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim** or **Potential Claims**, to withhold its consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.
- (C) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Underwriters' prior written

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consent, which shall not be unreasonably withheld. The Underwriters shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not given its prior written consent.

- (D) If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Underwriters' recommendation (a "Proposed Settlement"), then the Underwriters' liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **insured's** refusal to consent to the Proposed Settlement of such **Claim**.
- (E) The Underwriters shall have no obligation to pay **Loss**, including **Defense Costs**, or to defense or continue to defend any **Claim**, after the Underwriters' applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the Underwriters' Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

The **Insured** agrees to provide the Underwriters with all information, assistance and cooperation which the Underwriters may reasonably require and agree they will do nothing that may prejudice the Underwriters' position or their potential or actual rights of recovery.

The Underwriters shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Underwriters may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

XIII. CHANGES IN EXPOSURE

(A) Acquisition of Additional Attorneys

If, during the **Policy Period**, the total number of attorneys in the **Firm** increases by more than 10 attorneys as the result of the **Firm's** merger with or acquisition of any other law firm or any group of attorneys who practices together at another law firm, the **Firm** must promptly give the Underwriters written notice thereof, and the Underwriters will be entitled to impose such additional coverage terms and charge such additional premium in connection therewith as the Underwriters, in their sole discretion, may require. Subject to the provisions of this paragraph, coverage shall only be provided for such acquired attorneys with respect to **Wrongful Acts** committed or allegedly committed after the date of such merger or acquisition.

(B) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**:

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- (1) all or substantially all of the **Firm's** assets are acquired by another organization or person or group of organizations or persons acting in concert;
- (2) **Financial Impairment** occurs; or
- (3) the **Firm** merges or consolidates into or with another entity such that the **Firm** is not the surviving entity.

then coverage provided by this Policy shall continue until termination, but only with respect to **Claims for Wrongful Acts** committed or allegedly committed prior to such event.

The **Firm** shall give written notice of all events under this Section XIII to the Underwriters as soon as practicable together with such other information as the Underwriters may request. If **Financial Impairment** occurs, the entire premium for this Policy will be deemed fully earned as of the effective date of such **Financial Impairment**.

XIV. REPRESENTATIONS AND SEVERABILITY

In issuing this Policy the Underwriters have relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Underwriters to issue this Policy, and (iii) are material to the Underwriters' acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, and which were (i) made with the actual intent to deceive or (ii) which materially affect the acceptance of the risk assumed by the Underwriters under this Policy, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (A) the knowledge of any **Insured Person** who is a past, present or future member of the management committee, executive committee or similar governing body of the **Firm** shall be imputed to the **Firm**;
- (B) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (C) except as provided in (A) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

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XV. VALUATION AND FOREIGN CURRENCY

All premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

XVI. SUBROGATION

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefore, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Underwriters effectively to bring suit or otherwise pursue subrogation rights in the name of any **Insured**, provided that the Underwriters will not pursue an **Insured's** rights of recovery against any other **Insured**.

XVII. ACTION AGAINST THE UNDERWRITERS

No action may be taken against the Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the Underwriters as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Underwriters be impleaded by such **Insured** or legal representatives of such **Insured**.

XVIII. FIRM RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Firm** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XX Termination of Policy; and the receipt or enforcement of payment of a **Loss** (and the **Firm** shall be responsible for application of any such payment as provided for in this **Policy**). Each **Insured** acknowledges and agrees that the **Firm** shall act on its behalf with respect to all such matters.

XIX. ALTERATION AND ASSIGNMENT

No change in, modification or, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by Underwriters.

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XX. TERMINATION OF POLICY

- (A) This Policy shall terminate at the earliest of the following times:
- (1) upon receipt by the Underwriters of written notice of termination from the **Firm**, provided that this Policy may not be terminated by the **Firm** after the effective date of any event described in Section XIII, Changes of Exposure (B)
 - (2) upon expiration of the **Policy Period** as set forth in ITEM 3 of the Declarations or any applicable Extended Reporting Period.
 - (3) twenty (20) days after receipt by the **Firm** of a written notice of termination from the Underwriters based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
 - (4) at such other time as may be agreed upon by the Underwriters and the **Firm**.
- (B) The Underwriters shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Firm**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XXI. BANKRUPTCY

Except as provided in Section XIII. Changes in Exposure, bankruptcy or insolvency or any **Insured** shall not relieve the Underwriters of their obligations nor deprive the Underwriters of their rights or defenses under this Policy.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Underwriters from providing insurance.

XXIV. CHOICE OF LAW

This policy shall be governed by the laws of the Province of Ontario, and the Underwriters and the **Insured** agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this policy.

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CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Section II. DEFINITIONS is amended by adding **Canadian Insureds** to the definition of **Insured Person**.
- (2) No coverage will be available under this Policy for **Claims** against a **Canadian Insured** arising out of **Professional Services** provided by such **Canadian Insured** from an office or branch of the **Canadian Firm** located in Canada, its provinces or territories and that arise from the practice of laws of the jurisdiction of Canada, its provinces or territories, unless such **Professional Services** are incidental to the practice of the laws of a jurisdiction other than Canada, its provinces or territories.
- (3) For the purposes of this Endorsement:

Notwithstanding anything to the contrary in this Policy, no coverage will be available to a **Canadian Insured** under this Policy for **Claims** for which (a) the policy issued by the Canadian Lawyers Liability Assurance Society scheduled below (the "CLLAS Policy") or (b) the other policies scheduled below only if they provide coverage in respect of such **Claim** in excess of the CLLAS Policy (together with the CLLAS Policy, the "Scheduled Policies") would afford coverage regardless of: the limit(s) of liability of the Scheduled Policies; compliance, or lack thereof, with the notice and/or reporting requirements of the Scheduled Policies; and whether the Scheduled Policies have been cancelled:

SCHEDULED POLICIES

| | Policy Number |
|--|---------------|
| Canadian Lawyers Liability Assurance Society | 26008 |
| Royal & Sun Alliance Insurance Company/ Northbridge Insurance Company | 9690485 |
| Travelers Insurance Company of Canada | 50333248 |
| Encon Group Inc./AXIS Insurance Company | SRX455956 |
| Chubb Insurance Company/ Liberty International Underwriters/ QBE Services Inc. | 8169-7828 |
| AIG Insurance Company of Canada | 06-112-68-51 |
| Royal & Sun Alliance Insurance Company | 9690482 |
| Travelers Insurance Company of Canada | 50333241 |
| Liberty International Underwriters/ Encon Group Inc. | PLTO295061012 |

It is further understood and agreed and notwithstanding Clause V. "Other Insurance", that:

- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, CLLAS and the Underwriters agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Defense Costs**, that the Underwriters shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Loss**. In the event that an allocation cannot be agreed to, then the Underwriters agree to follow the procedures and terms and conditions of the Letter

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Agreement between CLLAS and the Company (referred to in the Letter Agreement as the CLLAS International Insurers, dated 21 July, 2008 and attached hereto).

(4) For the purposes of this Endorsement:

- (a) the term "**Canadian Firm**" means McCarthy Tetrault LLP; and
- (b) the term "**Canadian Insureds**" means collectively the **Canadian Firm** and each person who has a relationship to the Canadian Firm specified in Clauses (1) to (5) of the definition of **Insured Person** as if each reference to **Firm** was read as a reference to **Canadian Firm**.

(5) This Policy, including but not limited to Section V, OTHER INSURANCE, shall be deemed amended to the extent necessary to effect the purpose and intent of this Endorsement.

The title and any heading in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

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NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA
(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
 - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
 - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;

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- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

- 4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
- 5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

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Form approved by Lloyd's Market Association

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PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

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(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Don B/g/b

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

09/14

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Rem 13/9/16.

NOTICE CONCERNING PERSONAL INFORMATION**How we use your information**

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit www.lloyds.com. Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

Rm 13/1/16

Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at info@lloyds.ca. The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca.

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Rem 13/9/16

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

Rem 13/1/16

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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Rm

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180

01 November 2011

Per Bp/16

CONTRACT ENDORSEMENT

Unique Market Reference B1353DR1601289000
 Endorsement Reference 1
 Insured McCarthy Tetrault Registered Foreign Lawyers and Solicitors; McCarthy Tetrault (NY) LLP; McCarthy Tetrault LLP, and others as more fully described in this Contract
 Interest Lawyers Professional Liability Insurance
 Period From 30 September, 2016 to 30 September, 2017 both dates at 12:01 a.m. at the Insured's Address

CONTRACT CHANGES

This contract is amended as follows:

ENDORSEMENT
EFFECTIVE DATE: 30 September, 2016 at 12:01 a.m. at the Insured's Address

Insurers hereby agree to amend the Premium to read as follows:

Premium: USD155,960 (100%)

All other terms and conditions remain unchanged.

AGREEMENT

| | | | |
|--|------------------------------------|------------------------------|--|
| | <i>Pena</i> 20/9/16 PEM 4000 | <i>ANG</i> 21 ANV 1881 | |
|--|------------------------------------|------------------------------|--|

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| Internal use only | clive saffron |
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|---|
| Leading Insurer <i>Pena</i> 20/9/16 PEM 4000 |
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Lloyd & Partners, The St Botolph Building, 138 Houndsditch, London EC3A 7AW
www.lloydandpartners.com
Lloyd & Partners is a trading name of JLT Specialty Limited, Lloyd's Broker.
Authorised and regulated by the Financial Conduct Authority.
A member of the Jardine Lloyd Thompson Group. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AW.
Registered in England No. 01536540. VAT No. 244 2321 96



FOLLOW FORM POLICY

POLICY NO. PY1309303/0

INSURED: McCarthy Tétrauld LLP; McCarthy Tétrauld Registered Foreign Lawyers and Solicitors; McCarthy Tétrauld (New York) LLP

ADDRESS: Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto ON M5K 1E6

In accordance with your instructions we have effected insurance as follows:

**PERIOD OF
INSURANCE:**

Inception Date: September 30, 2016

Expiration Date: September 30, 2017

(12:01 a.m. Prevailing Time at the Assured's address set forth above)

**LIMIT OF
LIABILITY:**

US \$30,000,000 each Claim and in the Annual Aggregate including Defense Costs, charges and expenses excess of the Retention.

RETENTION:

US \$75,000 per claim for U.K. work

US \$50,000 per claim for U.S. work

**TYPE OF
INSURANCE:**

Lawyers Professional Liability Insurance following the Lead Underwriter and subject to the terms and conditions of the Policy issued by the Lead Underwriter.

**LEAD
UNDERWRITER:**

Columbia Casualty Company

**COMPANY'S
PARTICIPATION:**

16.50% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL
PREMIUM:**

\$155,960.00 exclusive of the Excess & Surplus lines taxes and fees, of which \$25,733.00 being 16.50% of 100.00% shall be payable to the Company.

INSURED WITH:

Catlin Canada Inc on behalf of Syndicate 2003 at Lloyd's (the "Company")

DATED:

January 25, 2017



Andrew Choi – Head of Professional Liability
Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **PY1309303/0**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 596377247 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANDUM OF INSURANCE shall:
 - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
 - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.

FOLLOW FORM POLICY

POLICY NO. PLP_1000548_P-1**INSURED:** McCarthy Tétrault LLP; McCarthy Tétrault Registered Foreign Lawyers and Solicitors; McCarthy Tétrault (New York) LLP**ADDRESS:** Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto ON M5K 1E6

In accordance with your instructions we have effected insurance as follows:

**PERIOD OF
INSURANCE:****Inception Date:** September 30, 2016**Expiration Date:** September 30, 2017

(12:01 a.m. Prevailing Time at the Assured's address set forth above)

**LIMIT OF
LIABILITY:****US \$30,000,000** each Claim and in the Annual Aggregate including Defense Costs, charges and expenses excess of the Retention.**RETENTION:****US \$75,000** per claim for U.K. work**US \$50,000** per claim for U.S. work**TYPE OF
INSURANCE:**

Lawyers Professional Liability Insurance following the Lead Underwriter and subject to the terms and conditions of the Policy issued by the Lead Underwriter.

**LEAD
UNDERWRITER:**

Columbia Casualty Company

**COMPANY'S
PARTICIPATION:**

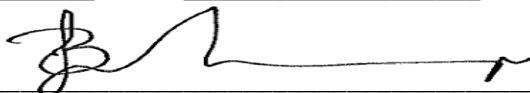
25.00% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL
PREMIUM:****\$155,960.00** exclusive of the Excess & Surplus lines taxes and fees, of which \$38,990.00 being 25.00% of 100.00% shall be payable to the Company.**INSURED WITH:**

Nautilus Insurance Company (the "Company")

DATED:

1/27/17



Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **PLP_1000548_P-1**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 596377247 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANDUM OF INSURANCE shall:
 - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
 - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.



CNA, Canadian Operations:
66 Wellington Street West, Suite 3700,
Toronto, Ontario M5K 1J5

Continental Casualty Company
(hereinafter called the insurer)

BROKER:

Policy No: **E&O 596377247**
Renewal Of: **NEW**

**Pro-Form Sinclair Professional
HUB International Ontario Ltd
675 Cochrane Drive, Suite 200, East Tower
Markham, ON L3R 0B8**

THE INSURER, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS MADE A PART HEREOF AND SUBJECT TO ALL THE TERMS OF THIS POLICY AGREES WITH THE NAMED INSURED AS FOLLOWS:

DECLARATIONS:

NAMED INSURED:

**McCarthy Tetrault
Toronto Dominion Centre
Suite 5300, TD Bank Tower
66 Wellington Street W
Toronto, ON M5K 1E6**

BUSINESS OF NAMED INSURED IS: As Known to the Insurer

POLICY PERIOD (M/D/Y) FROM **September 30, 2016 TO September 30, 2017** 12:01 Standard Time at the name insured as stated above.

COVERAGE AND PREMIUM-THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVERAGE RIDER (S) INDICATED BELOW AND WHICH A PREMIUM CHARGE IS SPECIFIED.

| DESCRIPTION | RIDER NO. | AMT. INSURED OR LIMIT OF LIABILITY IN \$ | PREMIUM |
|---------------------|-----------|--|----------|
| E&O – Large Lawyers | | | \$38,990 |

This Policy contains a clause which may limit the amount payable.

Note: For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's insurance business in Canada.

IN WITNESS WHEREOF CONTINENTAL CASUALTY COMPANY
HAS CAUSE THIS POLICY TO BE SIGNED BY ITS CHAIRMAN,
SECRETARY AND CHIEF AGENT.

TOTAL PREMIUM: \$38,990.00 USD

Chairman of the Board

Secretary

Chief Agent for Canada

Issued January 18, 2017



LARGE LAWYERS DECLARATIONS

Policy Number: 596377247

NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.

ITEM 1. **FIRM:** McCarthy Tétrault Registered Foreign Lawyers & Solicitors; McCarthy Tétrault (NY) LLP; McCarthy Tétrault LLP, and others as more fully described in the Policy.

ITEM 2. **PREDECESSOR FIRM(S):** N/A

ITEM 3. **POLICY PERIOD:**

- (A) Inception Date: September 30, 2016
- (B) Expiration Date: September 30, 2017
At 12:01 a.m. both dates at the Address in ITEM 1.

ITEM 4. **LIMITS OF LIABILITY** (inclusive of **Defense Costs**):

- (A) US \$30,000,000 maximum limit of liability each **Claim**
- (B) US \$30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**.

ITEM 5. **RETENTION AMOUNT:** \$75,000 per claim UK
\$50,000 per claim USA

ITEM 6. **EXTENDED REPORTING PERIOD:**

- | (A) Additional Period | (B) Additional Premium |
|-----------------------|------------------------|
| 1 Year | 150% of Annual Premium |
| 2 Year | 225% of Annual Premium |
| 3 Year | 300% of Annual Premium |

ITEM 7. **PENDING OR PRIOR DATE:** July 1, 2007 at 12:01 a.m. at the Address in ITEM 1.

ITEM 8. **PREMIUM:** \$155,960 US

ITEM 9. **INSURERS and PARTICIPATIONS**

| | |
|---|--|
| Continental Casualty Company - Canadian Branch: | 25.00% of 100.00% of the LIMIT and PREMIUM |
| Nautilus Insurance Company: | 25.00% of 100.00% of the LIMIT and PREMIUM |
| Catlin Canada Inc on behalf of Syndicate 2003 at Lloyd's: | 16.50% of 100.00% of the LIMIT and PREMIUM |
| Axis Surplus Insurance Company: | 18.50% of 100.00% of the LIMIT and PREMIUM |
| Underwriters at Lloyds, London: | 15.00% of 100.00% of the LIMIT and PREMIUM |



These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and the Company. In witness whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

10/27/16

Date

A handwritten signature in black ink, appearing to be 'M. H.', is written over a horizontal line.

Authorized Representative



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Company and the **Insured** agree as follows:

I. INSURING CLAUSE

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** or **Potential Claim** arising during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed by the **Insured** before or during the **Policy Period**.

II. DEFINITIONS

Application means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

The term “attorney” shall be read to include “attorney, barrister, solicitor, lawyer or the equivalent in any applicable jurisdiction”.

Claim means:

- (1) any of the following:
 - (a) a written demand or written request for monetary damages or non-monetary relief;
 - (b) a written demand or arbitration;
 - (c) a civil proceeding commenced by the service of a complaint or similar pleading; or
 - (d) a formal civil administrative or civil regulatory proceeding (including a disciplinary or grievance proceeding before a court or bar association) commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document,against an **Insured** for a **Wrongful Act**, including any appeal therefrom; or
- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

Except as may otherwise be provided in Section X Reporting, a **Claim** will be deemed to have been first made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand or written request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

Confidential Information means proprietary or confidential information not in the public domain, including trade secrets, that came into the care, custody or control of the Insured in the course of the Insured rendering Professional Services

Controlled Enterprise means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

- (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
- (2) such business enterprise is not a publicly traded entity and twenty-five percent (25%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one of more **Insured Persons**; or
- (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.

Defense Costs means that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits) of any **Insured** incurred in defending any **Claim** or **Potential Claim** and the premium for appeal, attachment or similar bonds; provided that the Company will have no obligation to procure or provide any bonds.

Domestic Partner means any natural person qualifying as a domestic partner under the provisions or any applicable law or under the provisions of any formal program established by the **Firm**.

Financial Impairment means the status of a **Firm** resulting from:

- (1) the appointment by any government official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

liquidate the **Firm**; or

- (2) the **Firm** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

Firm means (the organization) engaged in the practice of law under the name(s) set forth in ITEM 1 of the Declarations, whether as a partnership, professional corporation or association, limited liability partnership, limited liability company or otherwise, and any predecessor firm(s) designated in ITEM 2 of the Declarations.

Foreign Legal Consultant means any natural person who is a lawyer who is accredited and licensed to practice in a foreign jurisdiction and who has been approved by the applicable bar, *law society or court* as a **Foreign Legal Consultant** to provide advice and services about the laws of the lawyer's foreign jurisdiction but only if such services are performed by or on behalf of the **Firm**.

Insured means the **Firm** and any **Insured Person**.

Insured Person means any natural person or entity:

- (1) who was, now is or shall become a partner, principal, director, officer, shareholder or member of the **Firm**;
- (2) who was, now is or shall become designated (as evidenced in the **Firm's** records) as "counsel" or "of counsel" by the **Firm**;
- (3) whose labor or service was, now is or shall be engaged by and directed by the **Firm** to perform **Professional Services**, including a full-time, part-time, seasonal, contracted, leased and temporary employees, or seconded lawyers who are providing Professional Services on behalf of the Firm.
- (4) **Foreign Legal Consultants**, or
- (5) **Service Companies** which are corporations or partnerships including any principal, director, officer or employee of such **Service Company** providing services exclusively to the **FIRM**

but only while acting in his, her or its capacity as such.

Intra Firm Representation means **Professional Services** provided with the prior written consent of,



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

or in accordance with the established policies of the **Firm**, by an **Insured Person** to any other **Insured Person** in a lawyer/client relationship.

Loss means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, unless punitive or exemplary damages are uninsurable under the law pursuant to which this policy is construed), judgments, settlement, pre-judgments and post-judgment interest and **Defense Costs**.

Loss also includes any **Defense Costs** incurred by an **Insured** with respect to any **Potential Claim** (written notice of which has been given to the company pursuant to Section X(A)(2) Reporting.)

Loss does not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (2) taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award;
- (3) the cost of correcting, re-performing or completing any **Professional Services** or any amount which constitutes restitution, reduction, disgorgement, or set off or return of any fees or expenses paid to or charged by an **Insured** for **Professional Services**; or
- (4) any amount not insurable under the law pursuant to which this Policy is construed.

Personal Information means information not in the public domain that came into the care, custody or control of the Insured in the course of the Insured rendering Professional Services allowing the identification of an individual and which may include, without limitation, any one or more of the following:

- (a) Social insurance number or its equivalent'**
- (b) Medical or healthcare data or other protected healthcare data or information;**
- (c) a government issued driver's license;**



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(d) financial information

Personal Injury means libel, slander, disparagement, violation of rights of privacy, false arrest, detention or imprisonment, wrongful entry or eviction, malicious prosecution or abuse of process, whether through use of electronic media, the internet or other means or loss, damage, theft or disclosure of **Personal Information** of an individual whether through use of electronic media, the internet or other means.

Policy Period means the period of time set forth in ITEM 3 of the Declarations, subject to any prior termination in accordance with Section XX Termination of Policy.

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solid, liquid, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also include any air emission, odor, wastewater, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.

Pollution means the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of **Pollutants** or any clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Pollutants**, or any voluntary decision to do so.

Potential Claim has the meaning set forth in Section X(A)(2) Reporting.

Professional Services means services provided to others by an **Insured** as:

- (1) an attorney or notary public;
- (2) an administrator, conservator, executor, trustee, guardian, escrow agent, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by the **Firm**;
- (3) an arbitrator or mediator;
- (4) a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (5) a government affairs advisor or lobbyist;
- (6) a title insurance agent pursuant to a written agency agreement with licensed title insurance company, but only when acting in such capacity for real estate transactions for which an **Insured** has provided services as an attorney;



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- (7) a paralegal or legal assistant, solely in connection with the performance of **Professional Services**;
- (8) patent or trademark agent or title searcher; or
- (9) a **Foreign Legal Consultant**.

including the holding, use and safe guarding of **Confidential Information** or **Personal Information**, but only if such services are performed in the name of or on behalf of the Firm and some or all of the fee, if any, accruing from such services (regardless of whether such fee is actually collected) inures to the benefit of the **Firm**. **Professional Services** shall include the provision of any investment advice.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

Wrongful Act means any actual or alleged act, error or omission committed, attempted, or allegedly committed or attempted, solely in the performance of or failure to perform **Professional Services** by the **Firm** or by an **Insured Person** acting in his or her capacity as such on behalf of the **Firm**, including without limitation any such actual or alleged act, error or omission committed or attempted or allegedly attempted or committed which results in or is alleged to result in damage to a claimant's hardware or software or the loss, damage, theft or disclosure of Confidential Information or Personal Information

III. EXCLUSIONS

- (A) The Company shall not be liable for **Loss** incurred by an Insured on account of any **Claim** or **Potential Claim**;
 - (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
 - (2) based upon, arising from or in consequence of any fact, circumstance, situation, transactions, event or **Wrongful Act** occurring prior to the inception date of the first lawyers professional liability policy issued to the **Firm** by the Company which, prior to such inception date, any **Insured** knew or should have known might give rise to a **Claim**;
 - (3) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against



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such **Insured**, on or prior to the Pending or Prior Date set forth in ITEM 7 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;

- (4) based upon, arising from, or in consequence of **Pollution**; provided that this exclusion shall only apply where the **Insured** is an actual or alleged owner, lessee or operator of the property in question;
- (5) for bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed; provided that this Exclusion shall not apply if the allegations of bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form) arises out **Professional Services**.
- (6) for any actual or alleged violation by such **Insured** of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;
- (7) by or on behalf of, in the name or right of, or based upon, arising from or in consequence of any **Wrongful Act** on the part of such **Insured** in connection with any **Controlled Enterprise**;
- (8) based upon, arising from, or in consequence of the service of such **Insured Person** in his or her capacity as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm** or any **Service Company**; provided that this Exclusion shall not apply where the **Insured Person** is acting in his or her capacity as a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (9) brought or maintained by or on behalf of any **Insured** in any capacity, other than as a client in connection with **Intra Firm Representation**;

based upon, arising from, or in consequence of **Professional Services** performed



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- (10) as a title insurance agent where there allegedly exists;
 - (a) any defect in title of which any **Insured** had actual knowledge as of the date the title insurance policy was issued by or through any **Insured**; or
 - (b) any actual or alleged breach of underwriting authority by an **Insured**;
 - (B) The Company shall not be liable for **Loss** on account of any **Claim** or **Potential Claim** against an **Insured**:
 - (1) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
 - (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such **Insured**, or any libel or slander committed by such **Insured** with knowledge of its falsity.
- as evidenced by any final judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Coverage shall extend to **Claims** and **Potential Claims** for the **Wrongful Acts** of an **Insured Person** made against:

- (a) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (b) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic Partner**, estate, heirs, legal representatives or assigns. The coverage provided



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by this Section IV. shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

V. OTHER INSURANCE

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, except with respect to the following only:

(A) Insurance written to be specifically excess over this Policy, or

(B) the Solicitors Professional Liability Insurance Policy, if any, purchased by the Insured to comply with the Solicitors Regulation Authority insurance requirements in the United Kingdom, or any subsequent renewals or replacements thereof.

This Policy will not be subject to the terms of any other insurance.

VI. TERRITORY

Coverage shall extend anywhere in the world.

VII. EXTENDED REPORTING PERIOD

(A) If the Company or the **Firm** terminates or does not renew this Policy, other than termination by the Company for nonpayment of premium, then the **Firm** shall have the right to purchase an Extended Reporting Period for either the twelve (12) month period, twenty-four (24) month period or thirty-six (36) month period beginning on the effective date of the termination or non-renewal of this Policy. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the additional premium due, as set forth in ITEM 6 of the Declarations, is received by the Company within thirty (30) days following effective date of the termination or non renewal of this Policy. The **Firm** may not change the option selected once that selection has been made.

(B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** and **Potential Claims** first made or notified during such Extended Reporting Period and reported in accordance with Section X. Reporting, but only for **Wrongful Acts** committed or allegedly committed before the effective



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date of termination or nonrenewal or the date of any event described in Section XIII(B) Changes in Exposure, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the immediately preceding **Policy Period**.

VIII. LIMIT OF LIABILITY

- (A) The Company's maximum liability for all **Loss** from each **Claim** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4(A) of the Declarations.
- (B) The Company's maximum aggregate liability for all **Loss** from all **Claims** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the aggregate limit of liability set forth in ITEM 4(B) of the Declarations, regardless of the number of **Claims**.
- (C) **Defence Costs** are part of and not in addition to the Limits of Liability set forth in ITEM 4 of the Declarations, and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

IX. RETENTION AMOUNT

The Company's liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** and **Potential Claim** which is excess of the applicable Retention Amount set forth in ITEM 5 of the Declarations. Such Retention Amount shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk. In the event that any **Insured Person** is unwilling or unable to bear the Retention Amount it shall be the obligation of the **Firm** to bear such Retention Amount uninsured and at its own risk.

X. REPORTING

- (A) Reporting of Claims and Wrongful Acts:



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- (1) If a Claim is made against any Insured the Insured shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice of such **Claims** as soon as practicable, but in no event later than the earliest of the following dates:
 - (a) if this Policy is either terminated or not renewed by the Firm, and if no Extended Reporting Period is purchased, thirty (30) days after the effective date of such expiration or termination;
 - (b) if the Extended Reporting Period is purchased, the expiration date of the Extended Reporting Period; or
 - (c) if the Company sends written notice to the **Firm** pursuant to Section XX (A) (3) Termination of Policy, prior to the effective date of such termination.
- (2) If during the **Policy Period** an **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** (a “**Potential Claim**”), and during the **Policy Period** the **Insured** gives the Company written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences that have resulted or may result from the **Wrongful Act**, the damages that may result from the **Wrongful Act** and the circumstances by which the **Insured** first became aware of the **Wrongful Act**;

then the Company will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** during the **Policy Period**; provided that written notice of such **Claim** is then given to the Company in accordance with paragraph (A)(1) of this Section X.
- (3) All notices of **Claims** or **Potential Claims**, required under this Section X must be sent in writing to the address set forth in Section XI Notice.

(B) Interrelationship of Claims:

All **Related Claims** will be treated as a single **Claim** made at the time the first of such **Related Claims** was made, or when the first of such **Related Claims** is treated as having been made in accordance with Section X (A)(2), whichever is earlier.



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XI NOTICE

- (A) All notices to the Company under this Policy of **Claims** and **Potential Claims** which could give rise to a **Claim** shall be given in writing addressed to Monitoring Counsel as follows:

Attn: Anthony Spain, Esq.
Mendes & Mount LLP
750 Seventh Avenue
New York, NY 10109

Monitoring Counsel will provide notice and reports to the Company(ies) subscribing to this Policy.

- (B) All other notices to the Company under this Policy shall be given in writing addressed to:

CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504
Email: SpecialtyProNewLoss@cna.com

- (C) Any notice given under XI (A) above shall be effective on the date of receipt by Monitoring Counsel at the address shown.

XII. DEFENSE AND SETTLEMENT

- (A) It shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** and **Potential Claims** made against the **Insured** and to retain qualified counsel of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld.
- (B) With respect to any **Claim** and **Potential Claims** that appears reasonably likely to be covered in whole or in part under this Policy, the Company shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation, defense and settlement of such **Claim**, and **Potential Claims** including but not limited to selecting appropriate defense counsel and negotiating any settlement. It shall not be unreasonable for the Company to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim** or **Potential Claims**, to withhold its consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential



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conflict of interest among such **Insureds**.

- (C) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not given its prior written consent.
- (D) If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **insured's** refusal to consent to the Proposed Settlement of such **Claim**.
- (E) The Company shall have no obligation to pay **Loss**, including **Defense Costs**, or to defense or continue to defend any **Claim**, after the Company's applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the Company's Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

The **Insured** agreed to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

The Company shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

XIII. CHANGES IN EXPOSURE

- (A) Acquisition of Additional Attorneys

If, during the **Policy Period**, the total number of attorneys in the **Firm** increases by more than 10 attorneys as the result of the **Firm's** merger with or acquisition of any other law firm or any group of attorneys who practices together at another law firm, the **Firm** must promptly give the Company written notice thereof, and the Company will be entitled to



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impose such additional coverage terms and charge such additional premium in connection therewith as the Company, in its sole discretion, may require. Subject to the provisions of this paragraph, coverage shall only be provided for such acquired attorneys with respect to **Wrongful Acts** committed or allegedly committed after the date of such merger or acquisition.

(B) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**:

- (1) all or substantially all of the **Firm's** assets are acquired by another organization or person or group of organizations or persons acting in concert;
- (2) **Financial Impairment** occurs; or
- (3) the **Firm** merges or consolidates into or with another entity such that the **Firm** is not the surviving entity.

then coverage provided by this Policy shall continue until termination, but only with respect to **Claims** for **Wrongful Acts** committed or allegedly committed prior to such event.

The **Firm** shall give written notice of all events under this Section XIII to the Company as soon as practicable together with such other information as the Company may request. If **Financial Impairment** occurs, the entire premium for this Policy will be deemed fully earned as of the effective date of such **Financial Impairment**.

XIV. REPRESENTATIONS AND SEVERABILITY

In issuing this Policy the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Company to issue this Policy, and (iii) are material to the Company's acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, and which were (i) made with the actual intent to deceive or (ii) which materially affect the acceptance of the risk assumed by the company under this Policy, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of



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such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (A) the knowledge of any **Insured Person** who is a past, present or future member of the management committee, executive committee or similar governing body of the **Firm** shall be imputed to the **Firm**;
- (B) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (C) except as provided in (A) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

XV. VALUATION AND FOREIGN CURRENCY

All premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

XVI. SUBROGATION

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefore, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name of any **Insured**, provided that the Company will not pursue an **Insured's** rights of recovery against any other Insured.

XVII. ACTION AGAINST THE COMPANY

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have



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any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

XVIII. FIRM RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Firm** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XX Termination of Policy; and the receipt or enforcement of payment of a **Loss** (and the **Firm** shall be responsible for application of any such payment as provided for in this **Policy**). Each **Insured** acknowledges and agrees that the **Firm** shall act on its behalf with respect to all such matters.

XIX. ALTERATION AND ASSIGNMENT

No change in, modification or, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized employee of Lexington Insurance Company.

XX. TERMINATION OF POLICY

(A) This Policy shall terminate at the earliest of the following times:

- (1) upon receipt by the Company of written notice of termination from the **Firm**, provided that this Policy may not be terminated by the **Firm** after the effective date of any event described in Section XIII, Changes of Exposure (B)
- (2) upon expiration of the **Policy Period** as set forth in ITEM 3 of the Declarations or any applicable Extended Reporting Period.
- (3) twenty (20) days after receipt by the **Firm** of a written notice of termination from the Company based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- (4) at such other time as may be agreed upon by the Company and the **Firm**.



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- (B) The Company shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Firm**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XXI. BANKRUPTCY

Except as provided in Section XIII. Changes in Exposure, bankruptcy or insolvency or any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.

XXIV. CHOICE OF LAW

This policy shall be governed by the laws of the Province of Ontario, and the Company and the **Insured** agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this policy.



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

A handwritten signature in black ink, reading "Thomas F. Motamed".

CHAIRMEN

A handwritten signature in black ink, reading "John M. Zickler".

SECRETARY



ENDORSEMENT NO 1
CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT This

Endorsement, effective at 12:01 a.m. on September 30, 2016, forms part of

Policy No: 596377247

Issued to: McCarthy Tétrault

Issued by: Continental Casualty Company

- (1) Section II. DEFINITIONS is amended by adding **Canadian Insureds** to the definition of **Insured Person**.
- (2) No coverage will be available under this Policy for **Claims** against a **Canadian Insured** arising out of **Professional Services** provided by such **Canadian Insured** from an office or branch of the **Canadian Firm** located in Canada, its provinces or territories and that arise from the practice of laws of the jurisdiction of Canada, its provinces or territories, unless such **Professional Services** are incidental to the practice of the laws of a jurisdiction other than Canada, its provinces or territories.
- (3) For purposes of this endorsement:

Notwithstanding anything to the contrary in this Policy, no coverage will be available to a **Canadian Insured** under this Policy for Claims for which (a) the policy issued by the **Canadian Lawyers Liability Assurance Society scheduled below (the "CLLAS Policy")** or (b) the other policies scheduled below only if they provided coverage in respect of such Claim in excess of the **CLLAS Policy (together with the CLLAS Policy, the "Scheduled Policies")** would afford coverage regardless of: the limit(s) of liability of the Scheduled Policies; compliance, or lack thereof, with the notice and/or reporting requirements of the Scheduled Policies; and whether the Schedule Policies have been canceled:

SCHEDULED POLICIES

| Policy | Policy Number | Insurer(s) |
|-------------|---------------|--|
| CLLAS 50M | 27008 | Canadian Lawyers Liability Assurance Society |
| 15M xs 50M | PLTO295061013 | Liberty International Underwriters (66%) PLTO287759014 / Encon Group Inc. (34%) |
| 10M xs 65M | 50371026 | Travelers Insurance Company of Canada |
| 5M xs 75M | 9690482 | Royal & Sun Alliance Insurance Company |
| 15M xs 80M | PY1293939/5 | XL Catlin (50%) Axis Reinsurance Company (34%) Northbridge Insurance Company (16%) |
| 20M xs 95M | 8169-7828 | Chubb Insurance Company (50%) Liberty International Underwriters (25%) QBE Services Inc. (25%) |
| 20M xs 115M | SRX473842 | Encon Group Inc. |
| 10M xs 135M | 50371027 | Travelers Insurance Company of Canada |
| 15M xs 145M | 9690485 | Royal & Sun Alliance Ins. Co.(67%) Northbridge Ins. Co. (33%) |

It is further understood and agreed and notwithstanding Clause V. "Other Insurance", that:

- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, **CLLAS** and the Company agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Defense Costs**, that the Company shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the

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Insured Name: McCarthy Tétrault

Policy No: 596377247

Endorsement No: 1

Effective Date: 09/30/16



parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Loss**. In the event that an allocation cannot be agreed to, then the Company agrees to follow the procedures and terms and conditions of the Letter Agreement between CLLAS and the Company (referred to in the Letter Agreement as the CLLAS International Insurers, dated July 21, 2008 and attached hereto.)

- (4) For the purposes of this Endorsement:
- (a) the term “**Canadian Firm**” means McCarthy Tetrault LLP; and
 - (b) the term “**Canadian Insureds**” means collectively the **Canadian Firm** and each person who has a relationship to the Canadian Firm specified in Clauses (1) to (5) of the definition of **Insured Person** as if each reference to **Firm** was read as a reference to **Canadian Firm**.
- (5) This Policy, including but not limited to Section V, OTHER INSURANCE, shall be deemed amended to the extent necessary to effect the purpose and intent of this Endorsement.

The title and any heading in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**ENDORSEMENT NO 2.
CARRIER RATING DOWNGRADE ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on September 30, 2016, forms part of

Policy No.: 596377247
Issued to: McCarthy Tetrault
Issued by: Continental Casualty Company

It is hereby understood and agreed that Item XX. Termination of Policy is amended to include Item C.

In the event that the Company:

- (a) ceases underwriting; or
- (b) is declared insolvent or placed under the protection of Chapter 11 or similar proceedings, or
- (c) has its authority to carry on insurance business withdrawn; or
- (d) has its financial strength rating reduced by A.M. Best or Standard & Poor's or equivalent rating agency to less than A-;

the Firm may terminate the policy by giving notice and the premium payable to the Firm shall be pro-rata of its proportion of premium to the time on risk.

Authorized Representative

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



QUOTA SHARE ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. The Section of the Policy entitled LIMITS OF LIABILITY AND RETENTION is amended by the addition of the following:

Quota Share Participation

Notwithstanding anything to the contrary in the Policy, this Policy has been written on a quota-share basis whereby the **Company** shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to 25% of the total limits of liability for all Participating Insurers shown on the Declarations, and the Participating Insurers, as set forth below, shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to the applicable percentage of such total limits of liability as set forth opposite each Participating Insurer in the Schedule below.

The **Company's** limit of liability for **damages** and **claim expenses** for each **claim** shall not exceed \$7,500,000 per **claim**. The **Company's** maximum aggregate limit of liability for all **damages** and **claim expenses** for all **claims**, regardless of the number of **claims**, shall be \$7,500,000.

Each Participating Insurer's proportion of the total limits of liability for all Participating Insurers shown on the Declarations is as follows:

SCHEDULE

| Participating Insurer Name/ Participating Percentage | Policy Number |
|---|--------------------|
| Nautilus Insurance Company (25%) | PLP1000548P1 |
| Catlin Canada Inc on behalf of Syndicate 2003 at Lloyd's (16.5%) | PY1309303/0 |
| Axis Surplus Insurance Company (18.5%) | ENN 796938/01/2016 |
| Underwriters at Lloyds, London (15%) | B1353DR1601289000 |

The **Company** and the Participating Insurers shall also pay supplementary payments, as set forth in the paragraph of this Section entitled Supplementary payments, in the same proportions stated above.

The liability of the **Company** and any Participating Insurers shall be several and not joint. The **Company** shall not be liable under this Policy for any amount in excess of its limits of liability, regardless of any changes in circumstances, including, but not limited to change in terms, cancellation, removal or bankruptcy of any other participants. If the **Company's** limits of liability are exhausted by payment of **damages** or **claim expenses**, the **Company's** obligations shall be deemed completely fulfilled and extinguished.

Coverage hereunder shall apply in conformance with the provisions set forth in this Policy.

- II. The Section of the Policy entitled CONDITIONS is amended as follows:

The paragraph entitled Notice is amended by the addition of the following:



For the purposes of giving notice under subparagraphs (A), (B) and (C) of this Section, such notice shall be given to the **Company** at the address stated in Item 1 (B) and to the Participating Insurers stated above at the address set forth in paragraph 1 (A). Thereafter, the **Company** (or any substitute as may subsequently be appointed by the **Company** and advised to the **Insured**) shall act on behalf of all insurers with respect to any such **claim** or notice of potential **claim**.

- III. The Section of the Policy entitled **EXTENDED REPORTING PERIODS**, the subsection entitled **Extended reporting periods** limits of liability and deductibles, is amended by the addition of the following:

The **Company** and the Participating Insurers shall be responsible to pay their respective shares of any applicable **extended reporting period** limit of liability in the same percentages as set forth in paragraph II. of this endorsement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



SERVICE OF SUIT ENDORSEMENT

It is hereby understood and agreed that the following provision is added to the Policy:

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suite or proceeding instituted by or on behalf of the Firm or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

Service of process in such suit shall be made upon:

General Counsel
Continental Casualty Company
333 S. Wabash Avenue
Chicago, IL 60604

and in any suite instituted against such person upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The General Counsel is authorized and directed to accept service of process on behalf of the Company in any such suit and, upon the request of the Firm, to give a written undertaking to the Firm that he will enter a general appearance upon the Companies behalf in the event such suit shall be instituted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Code of Consumer Rights and Responsibilities

Insurance companies, along with the brokers and agents who sell home, auto and business insurance, are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy, at least thirty days prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy at least forty-five days prior to the expiration of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

Insurance companies will disclose their compensation arrangements with their distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your insurance company or broker or agent of any change in your circumstances. Information required to determine renewal terms of your policy must be provided at least forty-five days prior to the expiration of the policy.

Right to Complaint Resolution

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService www.gio-scad.org where your complaint may be referred to an independent mediator.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that insurers are subject to Canada's privacy laws.



DECLARATION OF EMERGENCY ENDORSEMENT EXTENSION OF TERMINATION or EXPIRY DATE

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
 - i) the Insured, the insured site or insured property located in the declared emergency area; or
 - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
2. B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days. The insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued related to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

WHAT TO DO WHEN LOSS OCCURS?

General Information



We can show you more.®

If you suffer a loss which you believe is covered by a CNA oneworld™ insurance policy, please contact your broker immediately. In the event your broker is not available, please use the following CNA contact information nearest you.

Canada & Foreign Country Policy

Toronto

Standard Lines

claim.toronto@cna.com

Marine

claim.toronto.marine@cna.com

Montreal

Standard Lines

claim.montreal@cna.com

Marine

claim.montreal.marine@cna.com

Calgary/Winnipeg

Standard Lines

claim.calgary@cna.com

Marine

claim.calgary.marine@cna.com

Vancouver

Standard Lines

claim.vancouver@cna.com

Marine

claim.vancouver.marine@cna.com

CNA's National Emergency Claims Service (24-Hour, Toll-Free)

Property & Casualty

1-866-440-4131

Marine

1-800-668-6100

FOLLOW FORM POLICY

POLICY NO. **ENN 796938/01/2016**

INSURED: McCarthy Tétrault LLP; McCarthy Tétrault Registered Foreign Lawyers and Solicitors; McCarthy Tétrault (New York) LLP

ADDRESS: Suite 5300, TD Bank Tower
66 Wellington Street West
Toronto ON M5K 1E6

In accordance with your instructions we have effected insurance as follows:

PERIOD OF INSURANCE: **Inception Date: September 30, 2016**
Expiration Date: September 30, 2017
(12:01 a.m. Prevailing Time at the Assured's address set forth above)

LIMIT OF LIABILITY: **US \$30,000,000** each Claim and in the Annual Aggregate including Defense Costs, charges and expenses excess of the Retention.

RETENTION: **US \$75,000** per claim for U.K. work
US \$50,000 per claim for U.S. work

TYPE OF INSURANCE: Lawyers Professional Liability Insurance following the Lead Underwriter and subject to the terms and conditions of the Policy issued by the Lead Underwriter.

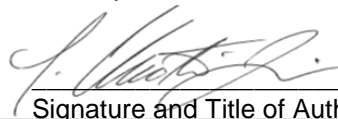
LEAD UNDERWRITER: Columbia Casualty Company

COMPANY'S PARTICIPATION: 18.50% of 100.00% of the annual limit and premium expressed hereon.

ANNUAL PREMIUM: **\$155,960.00** exclusive of the Excess & Surplus lines taxes and fees, of which \$28,853.00 being 18.50% of 100.00% shall be payable to the Company.

INSURED WITH: Axis Surplus Insurance Company (the "Company")

DATED: January 25, 2017



John Lecci, Vice President

Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **ENN 796938/01/2016**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 596377247 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANUM OF INSURANCE shall:
 - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
 - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.

| | | |
|--|--|--|
| Named Insured McCarthy Tetrault LLP | | Endorsement Number 1 |
| Policy Number ENN 796938/01/2016 | Policy Period 9/30/2016 to 9/30/2017 | Effective Date of Endorsement September 30, 2016 |
| Issued By AXIS Surplus Insurance Company | | Endorsement Issue Date January 25, 2017 |

This endorsement changes the policy. Please read it carefully.

SERVICE OF SUIT CLAUSE

The Company hereby designates the Superintendent, Commissioner or Director of Insurance, or his/her designee, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or by any beneficiary under this Policy against the Company arising out of this Policy, provided that all lawful process received by said Superintendent, Commissioner or Director of Insurance, or his/her designee, is sent by certified or registered mail to the Company at:

AXIS U.S. Insurance
Attention: Claims Administrator
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022

