

Strength & Determination

**Lloyd &
Partners**

CONTRACT DOCUMENTATION



Date: 29 July 2016

Our Contact: Clive Saffron

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

Eoc No: DR1601067

Evidence of Cover

Dear Sirs,

Insured: Torys LLP (a New York partnership)
Period: 01 July 2016 to 01 July 2017 both dates at 12:01 a.m. at the Insured's Address
Type: Lawyers Professional Liability Insurance
Order Hereon: 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.

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.

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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: DR1601067 dated 29 July 2016

Security Schedule

Insured with:

10.00%	Lloyd's Syndicate 4000 AA1126005
5.00%	Lloyd's Syndicate 1861 AA1127861

15.00%

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.

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

A handwritten signature in black ink, appearing to be 'C. Smith', with a long horizontal stroke extending to the right.

Authorised Signatory

Continuation of Evidence of Cover: DR1601067 dated 29 July 2016

Risk Details

Policy No B1353DR1601067000	1353 LNP
<h1>Market Reform Contract</h1>	
Insured/Reinsured Torys LLP	
Period 1 July 2016 to 1 July 2017	
For LPSO use	
For IUA use	
For LIRMA use	



RISK DETAILS

Unique Market Reference: B1353DR1601067000

Type: Lawyers Professional Liability Insurance

Insured: Torgs LLP (a New York partnership)

Insured's Address: 1114 Avenue of the Americas
23rd Floor
New York
NY 10036-7703
U.S.A.

Period: From: 01 July, 2016
To: 01 July, 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: USD100,000 per Claim for U.S. 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) NMA1256 – Nuclear Incident Exclusion Clause – Liability - Direct (Broad) (U.S.A.), as attached
- (3) NMA1477 – Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.), as attached
- (4) NMA2918 – War and Terrorism Exclusion Endorsement, as attached
- (5) NMA1998 – Service of Suit Clause (U.S.A.), as attached, naming Mendes & Mount LLP, New York

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.

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Premium: USD637,504 (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.
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) Torys LLP Renewal Application dated 08 April, 2016 and attachment thereto (4 pages in all)

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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

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DMW **A. B. H. GLOVER & OTHERS** *S. IF*

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FISCAL & REGULATORY

Taxes Payable by Insurer(s):

None

Country of Origin:

U.S.A.

Overseas Broker:

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

Surplus Lines Broker:

Jane A. Williams, CIC
First Vice President
Program Brokerage Corporation
225 Metro Center Boulevard
Warwick
Rhode Island 02886
U.S.A.

Surplus Lines Licence Number: EX-511932-R

State of Filing:

New York

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

U.S. Surplus Lines

Allocation of Premium to Coding:

100% - E2

Regulatory Client Classification:

Commercial

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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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Policy Number: DR1601067

ITEM 1. **FIRM:** Torgys LLP (a New York partnership)
1114 Avenue of the Americas, 23rd Floor, New York, NY 10036-7703, U.S.A.

ITEM 2. **PREDECESSOR FIRM(S):** None

ITEM 3. **POLICY PERIOD:**

(A) Inception Date: 01 July, 2016
(B) Expiration Date: 01 July, 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 100,000 per **Claim** for U.S. work

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:** 01 July, 2007, at 12:01 a.m. at the Address in ITEM 1.

ITEM 8. **PREMIUM:** USD 637,504

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.

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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

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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

- (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.

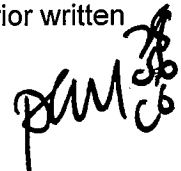
- (B) All other notices to the Underwriters under this Policy shall be given in writing addressed to:

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**.

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.

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	26011
Royal & Sun Alliance Insurance Company/ Northbridge Insurance Company	9690489
Travelers Insurance Company of Canada	50333263
Encon Group Inc./AXIS Insurance Company	SRX455959
Chubb Insurance Company/ Liberty International Underwriters/ QBE Services Inc.	8169-7851
AIG Insurance Company of Canada	06-112-68-55
Royal & Sun Alliance Insurance Company	9690488
Travelers Insurance Company of Canada	50333262
Liberty International Underwriters/ Encon Group Inc.	PLTO287680013

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 Torys LLP (an Ontario Limited Liability partnership); 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) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of 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, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

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IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material 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,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

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RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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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 (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019, U.S.A. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate 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 their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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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.

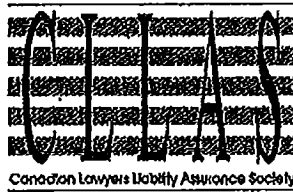
Proportion of liability

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.

21/6/07
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LETTER AGREEMENT BETWEEN
CLLAS AND "CLLAS INTERNATIONAL" INSURERS

RESOLUTION OF ALLOCATION DISPUTES

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

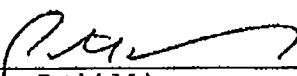
1. CLLAS and the CLLAS International Insurers agree to use their best efforts to determine a fair and proper allocation of all amounts (including defense costs) that the parties are collectively obligated to pay under their respective policies in connection with such claim. In making such determination,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

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


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

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

By: 
Name: Patrick Mahoney
Title: General Manager

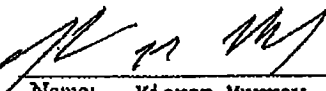
Date: July 21, 2008

INTERSTATE FIRE AND CASUALTY

By: 
Name: Glenn Duvon
Title: National Product Director

Date: August 1, 2008

LEXINGTON INSURANCE COMPANY

By: 
Name: Kieran Murray
Title: Professional Lines Manager, National Branch

Date: August 14, 2008



Lloyd & Partners, The St Botolph Building, 138 Houndsditch, London EC3A 7AW
www.lloydandpartners.com

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Registered in England No. 01536540. VAT No. 244 2321 96



FOLLOW FORM POLICY

POLICY NO. LPP 9033667

INSURED: Torsys LLP

ADDRESS: 1114 Avenue of the Americas
23rd Floor
New York NY 10036-7703

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

PERIOD OF INSURANCE: Inception Date: July 1, 2016
Expiration Date: July 1, 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 \$100,000 per claim.

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: \$637,504.00 exclusive of the Excess & Surplus lines taxes and fees, of which \$105,188.00 being 16.50% of 100.00% shall be payable to the Company.

INSURED WITH: Indian Harbor Insurance Company (the "Company")

DATED: 11/20/12


Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **LPP 9033667**

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. 592420538 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.



LARGE LAWYERS DECLARATIONS

Policy Number: 592420538

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:** Torgys LLP

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

ITEM 3. **POLICY PERIOD:**

- (A) Inception Date: July 1, 2016
 - (B) Expiration Date: July 1, 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:** US \$100,000 per claim for U.S. work

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:** \$637,504

ITEM 9. **INSURERS and PARTICIPATIONS**

Columbia Casualty Company:	25.00% of 100.00% of the LIMIT and PREMIUM
Nautilus Insurance Company:	25.00% of 100.00% of the LIMIT and PREMIUM
Indian Harbor Insurance Company:	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 Columbia Casualty Company (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.

10/21/2016

Date

A handwritten signature in black ink, appearing to be 'MHL', is written above a horizontal line.

**Authorized Representative of
Columbia Casualty Company**



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 or 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;**



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

(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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

- (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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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:



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

- (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.



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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**.



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

- (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, appearing to read "Thomas F. Motamed".

CHAIRMEN

A handwritten signature in black ink, appearing to read "John M. Zickler".

SECRETARY



**ENDORSEMENT NO 1
CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on July 1, 2016, forms part of

Policy No: 592420538

Issued to: Torys LLP

Issued by: Columbia 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	27011	Canadian Lawyers Liability Assurance Society
15M xs 50M	PLTO287680014	Liberty International Underwriters (66%) PLTO287759014 / Encon Group Inc. (34%)
10M xs 65M	50371033	Travelers Insurance Company of Canada
5M xs 75M	9690488	Royal & Sun Alliance Insurance Company
15M xs 80M	PY1293939/6	XL Catlin (50%) Axis Reinsurance Company (34%) Northbridge Insurance Company (16%)
20M xs 95M	8169-7851	Chubb Insurance Company (50%) Liberty International Underwriters (25%) QBE Services Inc. (25%)
20M xs 115M	SRX473716	Encon Group Inc.
10M xs 135M	50371034	Travelers Insurance Company of Canada
15M xs 145M	9690489	Royal & Sun Alliance Ins. Co.(67%) Northbridge Ins. Co. (33%)

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

CNA86240XX (7-16)

Page 1

Insured Name: Torys LLP

Policy No: 592420538

Endorsement No: 1

Effective Date: 7/1/16



- (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 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 Torys LLP (An Ontario Limited Liability partnership); 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 July 1, 2016, forms part of

Policy No.: 592420538
Issued to: Torsys LLP
Issued by: Columbia 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 \$100,000.

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%)	PLP1000547P1
Indian Harbor Insurance Company (16.5%)	LPP 9033667
Axis Surplus Insurance Company (18.5%)	ENN 795222/01/2016
Underwriters at Lloyds, London (15%)	B1353DR1601067000

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
Columbia 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.

FOLLOW FORM POLICY

250 South Wacker Drive | Suite 700 | Chicago, Illinois 60606
TEL 312.881.1330 | FAX 312.881.1338 | www.berkleyselect.com

POLICY NO. **PLP_1000547_P-1**

INSURED: Torys LLP

ADDRESS: 1114 Avenue of the Americas
23rd Floor
New York NY 10036-7703

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

PERIOD OF INSURANCE: **Inception Date: July 1, 2016**
Expiration Date: July 1, 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 \$100,000** per claim.

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: **\$637,504.00** exclusive of the Excess & Surplus lines taxes and fees, of which \$159,376.00 being 25.00% of 100.00% shall be payable to the Company.

INSURED WITH: Nautilus Insurance Company (the "Company")

DATED: 11/15/16



Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **PLP_1000547_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. 592420538 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

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

POLICY NO. ENN 795222/01/2016

INSURED: Torys LLP

ADDRESS: 1114 Avenue of the Americas
23rd Floor
New York NY 10036-7703

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

PERIOD OF INSURANCE:

Inception Date: July 1, 2016

Expiration Date: July 1, 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 \$100,000 per claim.

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:**

\$637,504.00 exclusive of the Excess & Surplus lines taxes and fees, of which \$117,938.00 being 18.50% of 100.00% shall be payable to the Company.

INSURED WITH:

AXIS Surplus Insurance Company (the “Company”)

DATED:

October 31, 2016

[Signature]

John Lecci, Vice President

Signature and Title of Authorized Representative of the Company

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. 592420538 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 Torys LLP		Endorsement Number 1
Policy Number ENN 795222/01/2016	Policy Period July 1, 2016 to July 1, 2017	Effective Date of Endorsement July 1, 2016
Issued By AXIS Surplus Insurance Company		Endorsement Issue Date October 31, 2016

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

