



Canadian Lawyers Liability Assurance Society

2016/2017 Renewal Application for  
Excess Professional Liability Insurance

This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

**Note:** *The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

Please answer **ALL** questions. Where space to answer is insufficient, attach a separate sheet.

1. Name of Firm (Named Insured): McMillan LLP
2. Address of principal office: Brookfield Place, Suite 4400, Bay Wellington Tower  
181 Bay Street, Toronto, ON M5J 2T3  
Phone: ( 416 ) 865-7000 Fax: ( 416 ) 865-7048
3. Address, phone and fax numbers of other office(s):  
See attached Exhibit 1
4. Management or service companies, date(s) established and services provided:  
See attached Exhibit 2
5. Is the Firm a multi-disciplinary partnership ("MDP")? ☐ yes ☒ no  
If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.

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6. Since the most recent CLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

No

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7. Attached as Appendix A is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☒ yes    ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of March 1, 2016:

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.

9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	31.94 %	32.19 %
b) Criminal Law	0.00 %	0.00 %
c) Family Law	0.00 %	0.00 %
d) Intellectual Property	0.00 %	0.00 %
e) Labour Law	included in litigation %	3.15 %
f) Litigation	23.68 %	19.99 %
g) Real Estate	9.64 %	10.29 %
h) Securities Law	14.60 %	13.67 %
i) Tax Matters	4.07 %	4.78 %
j) Wills, Estates, Trust	0.00 %	0.00 %
k) Other (please specify)	16.07 %	15.93 %
<u>Regulatory, Misc - Students, Administration</u>		

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

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11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2015. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. However, updates thus reported are not considered official notice of claim to CLLAS.

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

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14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☒ yes      ☐ no

If "yes", please indicate preferred limit option:


- |  |   |
|--|---|
| <input type="checkbox"/> \$10M xs \$160M | <input type="checkbox"/> \$20M xs \$160M            |
| <input type="checkbox"/> \$30M xs \$160M | <input type="checkbox"/> \$40M xs \$160M            |
| <input type="checkbox"/> \$50M xs \$160M | <input checked="" type="checkbox"/> \$60M xs \$160M |

Note: CLLAS has conducted a limit benchmarking study and additional limits are available.

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.
16. Please complete Appendix H to provide underwriting information with respect to cyber liability.
17. Please attach as Appendix I copy of the Firm's 2016 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: \_\_\_\_\_

  
(Must be signed by a Partner of the Firm)

Name of Signatory: Daniel V. MacDonald, General Counsel/Chief Risk Officer

(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)

Date: \_\_\_\_\_

April 7, 2016

**EXHIBIT "1"**  
**OFFICES OF McMILLAN LLP**

McMillan LLP  
2700-1000 Sherbrooke St. W.  
Montreal, QC H3A 3G4  
Phone: (514) 987-5000  
Fax: (514) 987-1213

McMillan LLP  
Suite 2000, 45 O'Connor Street  
Ottawa, ON K1P 1A4  
Phone: (613) 232-7171  
Fax: (613) 231-3191

McMillan LLP  
Brookfield Place, Suite 4400  
Bay Wellington Tower  
181 Bay Street  
Toronto, ON M5J 2T3  
Phone: (416) 865-7000  
Fax: (416) 865-7048

McMillan LLP  
TD Canada Trust Tower  
421 7th Avenue S.W.  
Suite 1700  
Calgary, ALB T2P 4K9  
Phone: (403) 531-4700  
Fax: (403) 531-4720

McMillan LLP  
1500 Royal Centre  
1055 West Georgia St.  
Vancouver, BC V6E 4N7  
Phone: (604) 689-9111  
Fax: (604) 685-7084

McMillan LLP  
3502 Tower 2, Lippo Centre  
89 Queensway  
Hong Kong  
Phone: (852) 3101-0213  
Fax: (852) 3585-1233

March 23, 2016

**Exhibit "2"**  
**McMillan LLP**  
**Corporate and Service Entities**  
**March 23, 2016**

<b>Name of Entity</b>	<b>Date Established</b>	<b>Service Provided</b>
6390064 Canada Inc.	May 10, 2005	General partner of MServices LP
6390676 Canada Inc.	May 11, 2005	General partner of 7686943 Canada LP
MB Holdings Corporation	December 20, 2002	Holds Toronto office lease (other than for the prior Lang space)
MB Services Corporation	February 1, 1991	Former service corporation that holds some old fixed assets
MServices Limited Partnership (formerly MB Services Limited Partnership)	December 10, 1998	Administrative services entity for McMillan LLP
McMillan Alberta Holdings Inc.	March 27, 2009	Holds lease for Calgary office
Menrose Management Services Inc.	February 1, 1987	Holds lease for Montreal office; former administrative services entity for McMillan LLP
MPowered Structured Solutions Inc.	August 25, 2006	Inactive
Lang Michener	January 14, 2011	Partnership between 7686943 Canada Limited Partnership and 7686960 Canada Inc.
LML&S Services Inc.	June 27, 1990	Acts as B.C. Attorney for Service for extra-provincially registered companies, as well as escrow agent in commercial transactions

March 23, 2016

<b>Name of Entity</b>	<b>Date Established</b>	<b>Service Provided</b>
Double India Holding Company Limited	April 28, 1993	Holds the Vancouver office lease
1055 Corporate Services Ltd.	March 4, 2004	Acts as Incorporator (and first shareholder) for BC companies when expedited incorporation required
7686943 Canada Inc.	October 27, 2010	Ottawa tenant
7686960 Canada Inc.	October 27, 2010	Holds a nominal interest in Lang Michener on behalf of McMillan LLP
7686943 Canada Limited Partnership	November 1, 2010	Holds substantially all of McMillan's interest in Lang Michener
Lang Michener Management Corp.	February 1, 1994	Former administrative services entity for Lang Michener
LM Toronto Leaseholds Inc.	December 21, 1990	Held the Toronto office lease (for prior Lang space)
LMCFW Management Corp.	April 1, 1987	Former Ottawa office tenant

## APPENDIX A

### PREDECESSOR FIRMS

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Name of Firm: McMillan LLP

	<u>Merger Date</u>
McMillan Binch	
McMillan Binch LLP	
Mendelsohn s.e.n.c.	May 1, 2005
McMillan Binch Mendelsohn LLP	
Thackray Burgess Professional Corporation (TB) *	May 1, 2009
Blanie & Company (predecessor firm of TB)	
Evans Higa Burgess (predecessor firm of TB)	
Lang Michener LLP	January 1, 2011
Lang Michener (changed to LLP in October 2003)	
Lang Michener Lawrence & Shaw (Lang Michener's former name in Toronto, Mississauga and Western Canada)	
Lang Michener Honeywell Wotherspoon (Lang Michener's former name in Ottawa)	
Lang Michener Lash Johnston	
Smith, Shaver	
Honeywell, Wotherspoon (Ottawa)	April 1, 1990
Lawrence & Shaw (Vancouver)	June 7, 1989
Lash, Johnston	1986
Lang Michener Cranston Farquharson & Wright	
Robertson Ward Suderman (Toronto)	May 1, 1990

\* While Thackray Burgess did not formally merged with McMillan LLP, for the purpose of insurance, CLLAS considered this as a merger and recognized Thackray Burgess as a predecessor firm. McMillan offered employment to certain former Thackray Burgess lawyers and certain other lawyers from that firm became partners at McMillan.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

**APPENDIX B**  
**ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2016**

Name of Firm: McMillan LLP

	<u>CANADA</u>					<u>OUTSIDE OF CANADA<sup>/5</sup></u>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> <u>(Please specify)</u>	<u>U.S.</u>	<u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>	41 ✓	8 ✓	114 ✓	26 ✓			1 ✓
b) No. of Patent & Trademark Agents <sup>/2</sup>	0	0	1	1			
c) No. of Non-lawyer Consultants <sup>/3</sup>	2	0	1	0			
d) No. of Paralegals	23	2	30	9			
e) No. of Other Employees	73	19	252	32			
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	26 ✓	10 ✓	38 ✓	1 ✓			

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

**Lawyers (As of March 2016)**

Employee Name	Job Title	Work Location	Year of Call	Date Became Partner	Date Joined Firm
Allison, Mitchell	Associate	Calgary	2014		05/07/2012
Hanert, Caireen	Counsel	Calgary	2001		03/03/2014
Jones, Charles	Counsel	Calgary	1992		10/01/2012
Laing (Caskey), Christine E.	Associate	Calgary	2012		05/10/2010
Loney, Julia C.	Associate	Calgary	2011		05/11/2009
Rylands, Kourtney	Associate	Calgary	2015		05/06/2013
Scott, Marc-Elie	Associate	Calgary	2014		05/07/2012
Wong, Allison	Associate	Calgary	2013		03/19/2014
Betts, Doug	Senior Counsel	Hong Kong	1978		06/01/2015
April-Giguère, Rachel	Associate	Montreal	2010		08/20/2009
Beaudin, Patrice	Counsel	Montreal	1991		05/02/2005
Collins Hoffman, Pierre-Christian	Associate	Montreal	2013		05/14/2012
Elbaz, Sidney	Equity Partner	Montreal	2006	01/01/2016	06/15/2005
Genereux, Marc	Counsel	Montreal	1982		03/07/2016
Goldstein, Yoine	Counsel	Montreal	1961		08/01/2006
Hamelin, Stephanie	Principal	Montreal	2007		05/29/2006
Hanlon, Michael J.	Counsel	Montreal	1994		08/17/2015
Henry, Elisa	Associate	Montreal	2011		05/09/2011
Jarvie, Max A.	Associate	Montreal	2015		05/12/2014
Kaddis, Mirna	Associate	Montreal	2015		05/12/2014
Kostic, Kosta	Equity Partner	Montreal	2002	01/01/2016	02/19/2014
Le, Yanwen	Counsel	Montreal	1994		06/28/2013
Lemieux, Maxime	Associate	Montreal	2006		12/07/2015
Masson, Auguste	Counsel	Montreal	1984		01/04/2016
Mendelsohn, Max	Counsel	Montreal	1966		07/02/1965
Munk-Manel, Shari	Associate	Montreal	2006		06/30/2015
Néron, Frédérick	Associate	Montreal	2014		05/13/2013
Pascu, Andrei	Associate	Montreal	2010		08/20/2009
Pelland, Jean-François	Equity Partner	Montreal	1994	09/01/2004	09/01/2004
Petel, Yonatan	Principal	Montreal	2009		05/12/2008
Poulin, Maude	Associate	Montreal	2015		05/13/2013
Ranger, Michel M.	Counsel	Montreal	1997		09/16/2013
Rosentzveig, David L.	Counsel	Montreal	1978		06/15/1976
Vallières, Eric	Equity Partner	Montreal	1992	04/22/2002	04/22/2002
Wong, Enda	Principal	Montreal	2009		05/12/2008
Ammerman, Darcy	Associate	Ottawa	2011		05/04/2009
Cullen, Timothy	Associate	Ottawa	2015		05/06/2013
Debenham, David B.	Counsel	Ottawa	1988		11/01/2004
Kilpatrick, Sarah	Associate	Ottawa	2009		05/05/2008
Kubrick, Geoffrey C.	Equity Partner	Ottawa	1988	09/01/2005	09/01/2005
Lambert, Kyle M.	Associate	Ottawa	2013		09/23/2013
Murray, Patrick W.	Counsel	Ottawa	1995	12/01/2006	12/01/2006
O'Hara, Jonathan P.	Associate	Ottawa	2012		06/27/2011
Petersen, Ronald S.	Equity Partner	Ottawa	1983	01/15/1995	01/15/1995
Rankin, Michael S.	Equity Partner	Ottawa	1987	05/01/1990	05/01/1990
Sbrocchi, Sandra	Principal	Ottawa	2005		05/05/2003
Thompson, Martin J.	Equity Partner	Ottawa	2003	05/06/2002	05/06/2002

Thompson, Patrick	Principal	Ottawa	2005		05/03/2004
Adamson, Calie (Alice) E.	Associate	Toronto	2012		05/09/2011
Andrews, David	Associate	Toronto	2013		05/09/2011
Annibale, Jason J.	Equity Partner	Toronto	2002	01/01/2016	01/05/2009
Antenore, Robert	Equity Partner	Toronto	2000	01/01/2012	05/09/2005
Armstrong, Tayleigh	Associate	Toronto	2015		05/06/2013
Badali, Gerald	Counsel	Toronto	1983		04/17/2000
Banfai, Geza	Counsel	Toronto	1978		02/17/2014
Bathgate, Benjamin	Equity Partner	Toronto	2005	04/09/2007	04/09/2007
Beaudrie, Gerald	Principal	Toronto	2006		05/02/2005
Bird, Keith D.	Equity Partner	Toronto	1999	02/07/1999	01/01/2011
Boodhoo, Michelle	Associate	Toronto	2014		05/14/2012
Boshyk, Paul	Associate	Toronto	2012		05/09/2011
Brandreth, Sean	Associate	Toronto	2013		05/09/2011
Brazil, Laura	Associate	Toronto	2011		03/03/2014
Brown-Okruhlik, Stephen	Associate	Toronto	2014		05/14/2012
Burke, Claron	Associate	Toronto	2014		05/14/2012
Burse, Kenneth	Principal	Toronto	2009		05/07/2007
Chad, Joshua	Associate	Toronto	2013		05/09/2011
Chertin, Jason Alexander	Principal	Toronto	2001		04/23/2007
Chisholm, Adam	Principal	Toronto	2009		05/12/2008
Collins, Paul	Equity Partner	Toronto	1986	01/01/2011	07/04/1984
Conlin, Charlotte E.	Counsel	Toronto	1997		05/12/2014
Cooper, Rachel	Counsel	Toronto	2005		08/05/2014
Cranston, Robert R.	Counsel	Toronto	1976		04/01/1976
Daechsel, Kip	Counsel	Toronto	1984		03/24/2014
Davis, Paul	Equity Partner	Toronto	1988	01/01/2016	03/08/2010
Di Francesco, Stefanie	Associate	Toronto	2014		05/14/2012
D'Silva, Devina	Associate	Toronto	2015		05/06/2013
Dufort, Teresa M.	Equity Partner	Toronto	1984	12/02/1985	12/02/1985
Duta, Vlad	Associate	Toronto	2015		05/06/2013
Edmondstone, Daniel G.	Counsel	Toronto	1991		01/29/1991
Fell, Caitlin	Associate	Toronto	2011		11/23/2015
Forgione, Pasquale	Equity Partner	Toronto	1997	12/29/1997	12/29/1997
Fornistal, Annik	Associate	Toronto	2012		05/09/2011
Fraser, Robert	Associate	Toronto	2008		05/14/2007
Giddens, Peter D.	Equity Partner	Toronto	1999	02/01/1999	02/01/1999
Glass, Robert E.	Counsel	Toronto	1980		04/01/1980
Gordon, Samantha	Associate	Toronto	2015		05/06/2013
Grossman, Robbie	Equity Partner	Toronto	2002	01/01/2016	09/09/2013
Halladay, Casey W.	Equity Partner	Toronto	2002	01/01/2015	05/03/1999
Han, Julie	Principal	Toronto	2010		05/05/2008
Hanna, W. Bradley	Equity Partner	Toronto	1994	05/19/1992	05/19/1992
Harrison, Brett	Equity Partner	Toronto	2001	05/03/1999	05/03/1999
Hernick, Hilary R.	Associate	Toronto	2012		05/09/2011
Houshidari, Anita	Associate	Toronto	2008		01/04/2016
Hughes, Tim	Associate	Toronto	2013		05/09/2011
Irvine, Carl	Principal	Toronto	2007		05/11/2009
Kapoor, Reema	Lawyer	Toronto			05/03/2004

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Karolia, Shaheen	Associate	Toronto	2011		01/04/2016
Khoromi, Money	Associate	Toronto	2014		05/14/2012
Kline, Adam	Counsel	Toronto	2005		09/08/2014
Kocerginski, Mitchell	Associate	Toronto	2015		05/06/2013
Levine, Jeffrey	Principal	Toronto	2008		05/08/2006
Lorimer, H. Lindsay	Principal	Toronto	2000		07/25/2007
Lyons, Carol V.	Partner	Toronto	1989	07/02/1987	07/02/1987
Macchione, Luigi	Equity Partner	Toronto	1979	03/01/1979	03/01/1979
MacNeil, Janine M.	Counsel	Toronto	2002		05/01/2000
Maldment, J. Scott	Equity Partner	Toronto	1992	07/28/1992	07/28/1992
Marfatia, Mudasir	Associate	Toronto	2015		05/06/2013
Martin, Kathy A.	Equity Partner	Toronto	2002	05/01/2000	05/01/2000
McKechnie, Dave J.	Equity Partner	Toronto	2004	01/01/2015	05/06/2002
McKenna, Bruce A.	Counsel	Toronto	1978		05/01/1986
McNee, Margaret C.	Equity Partner	Toronto	1985	04/01/1985	04/01/1985
McWilliam, Bruce N.	Counsel	Toronto	1985		03/01/1985
Mirakian, Shahen A.	Counsel	Toronto	2002		06/05/2000
Mirza, Ahsan	Associate	Toronto	2011		05/04/2009
Moysa, Geoffrey E.	Principal	Toronto	2007		05/09/2005
Musgrove, James B.	Equity Partner	Toronto	1986	02/03/1984	02/03/1984
Nagashima, Jeffrey	Associate	Toronto	2015		05/06/2013
Namestnikova, Iana	Associate	Toronto	2014		01/04/2016
Opashinov, Mark	Equity Partner	Toronto	1998	05/06/1996	05/06/1996
Palmay, Frank K.	Counsel	Toronto	1978		09/01/1976
Parkin, Jennifer	Counsel	Toronto	1984		09/17/1997
Parliament, Lisa D.	Equity Partner	Toronto	2004	01/01/2013	05/06/2002
Phelan, Patrick J.	Counsel	Toronto	1983		06/15/1981
Richmond, Michael J.	Equity Partner	Toronto	2000	05/13/2004	05/13/2004
Rostom, Wael	Equity Partner	Toronto	2000	05/05/1997	05/05/1997
Rudensky, Adriana	Associate	Toronto	2014		05/14/2012
Sagan, Maria	Associate	Toronto	2011		05/04/2009
Samara, Caroline	Associate	Toronto	2013		05/09/2011
Scavone, Robert M.	Counsel	Toronto	1987		03/16/1987
Shore, Robert J.	Associate	Toronto	2011		07/06/2015
Simpson, Jeffrey B.	Counsel	Toronto	1980		07/04/1978
St. Bernard, Andrea M.	Principal	Toronto	2006		05/03/2004
Stewart, C. Brett	Equity Partner	Toronto	2005	01/01/2015	05/05/2003
Stirling, Andrew J.	Principal	Toronto	2008		05/08/2006
Thring, David E.	Equity Partner	Toronto	1981	06/01/1983	06/01/1983
Tombs, Anna	Associate	Toronto	2014		05/14/2012
Vatavu, Ioana	Associate	Toronto	2011		05/17/2010
Wasser, Lyndsay	Principal	Toronto	2004		12/04/2006
Weerasooriya, Tushara N.	Counsel	Toronto	2005		05/05/2003
Wells, Peter E.	Counsel	Toronto	1978		09/07/1976
Wentzell, David G.	Counsel	Toronto	1982		03/01/1982
Wilks, Jamie M.	Counsel	Toronto	1989		03/26/2001
Willis, Peter A.	Partner	Toronto	1991	08/14/1989	08/14/1989
Wisner, Robert	Equity Partner	Toronto	1996	05/10/1993	05/10/1993
Worone, Allison	Associate	Toronto	2013		05/09/2011

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Zacks, Cara	Associate	Toronto	2013		05/09/2011
Zhao, Sandra	Associate	Toronto	2011		05/04/2009
Zhou, Xue (Rofi)	Lawyer	Toronto	2012		09/10/2012
MacDonald, Daniel V.	General Counsel	Toronto	1983		09/16/1985
Adler, Marc D.	Counsel	Vancouver	1994		06/01/2015
Carter, Karen	Equity Partner	Vancouver	2002	01/01/2009	08/26/2002
Cockbill, Jennifer L.	Associate	Vancouver	2007		09/08/2008
Cowan, David	Equity Partner	Vancouver	1980	02/02/2003	02/02/2003
Duhra, Navnit	Associate	Vancouver	2010		11/16/2009
Farahani, Arman G.	Associate	Vancouver	2010		11/16/2009
Gallagher, Ryan C.	Principal	Vancouver	2007		12/02/2009
Harmer, Melanie J.	Principal	Vancouver	2009		08/31/2008
Hill, Rohan	Associate	Vancouver	2013		05/09/2011
Jackson (Meyer), Kaitlyn	Associate	Vancouver	2013		05/09/2011
Kennedy, Michael P.	Senior Counsel	Vancouver			06/10/2015
Ketcham, Allison	Associate	Vancouver	2012		08/29/2011
Knight, Anthony	Equity Partner	Vancouver	1977	01/01/1977	01/01/1977
Kosoric, Bosa	Associate	Vancouver	2011		09/13/2010
Kuehn, Scott	Associate	Vancouver	2014		05/07/2012
Lau, Daniel	Associate	Vancouver	2008		09/12/2011
Mainland, Don	Lawyer	Vancouver	1979		06/12/1989
Man, Christine	Principal	Vancouver	2006		06/02/2006
McDonald, Morgan	Associate	Vancouver	2013		05/09/2012
Munro, James R.	Equity Partner	Vancouver	2005	01/01/2016	05/17/2004
Neighbor, Mark C.	Principal	Vancouver	2009		05/20/2008
Ono, Herbert	Counsel	Vancouver	1999	08/08/2005	08/08/2005
Petryk, Laurel	Principal	Vancouver	2000		04/04/2005
Pudar, Sasa	Associate	Vancouver	2015		05/06/2013
Reardon, Peter	Equity Partner	Vancouver	1978	01/01/1987	01/01/1987
Reid, Michael E.	Associate	Vancouver	2011		05/04/2009
Reilly, Katherine A.	Principal	Vancouver	2007		09/05/2006
Robinson, Nika J.	Principal	Vancouver	2007		09/04/2007
Rock, Rebecca M.	Associate	Vancouver	2015		05/06/2013
Saga, Candy	Counsel	Vancouver	2003		05/01/2014
Sandhu, Amandeep	Equity Partner	Vancouver	2003	01/01/2010	09/27/2004
Shannon, Michael	Principal	Vancouver	2000		09/12/2011
Tran, Marina	Associate	Vancouver	2015		05/06/2013
Versi, Mandy	Associate	Vancouver	2013		05/09/2011
Virgin, Jamieson D.	Associate	Vancouver	2011		05/04/2009
Vukobrat, Andjela	Associate	Vancouver	2013		05/09/2011
Wong, Grant	Counsel	Vancouver	2003	01/01/2009	12/01/2006
Wortley, Stephen	Equity Partner	Vancouver	1985	01/01/1984	01/01/1984
Wust, Jeffrey D.	Principal	Vancouver	2007		09/10/2006
Yang, Linda	Associate	Vancouver	2015		05/06/2013
Yee, Gwun G.	Associate	Vancouver	2000		04/10/2010

**Active Patent & Trade Mark Agents (As of March 2016)**

<b>Name</b>	<b>Employment Status</b>	<b>Job</b>	<b>Department</b>	<b>Work Location</b>	<b>Original Hire</b>
Bernier, Alain	Active	Consultant/Legal	Regulatory	Montreal	07/25/2011
Forrest, Gregory	Active	Patent Agent	Regulatory	Toronto	05/27/2013

**Paralegal & Law Clerk Group (As of March 2016)**

<b>Name</b>	<b>Employment Status</b>	<b>Job</b>	<b>Department</b>	<b>Work Location</b>	<b>Original Hire</b>
Anderson, Karen	Active	Law Clerk	Capital Markets & M&A	Toronto	04/16/1997
Artt, Darlene S.	Active	Law Clerk	Commercial Real Estate	Toronto	09/28/2015
Baker, Allison	Active	Paralegal	Advocacy & Employment	Vancouver	07/24/2007
Bertrand, Edith	Active	Translator	Translation Services	Montreal	10/13/2015
Bokser, Paula	Active	Law Clerk	Financial Services	Toronto	10/07/1987
Bratton, Pauline Anne	Active	Paralegal	Business Law	Vancouver	03/02/2015
Burke, Alexandra	Active	Law Clerk	Business Law	Toronto	08/17/2015
Chan, Venice	Active	Paralegal	Capital Markets & M&A	Vancouver	03/17/1997
Chang, Alice C.	Active	Paralegal	Financial Services	Vancouver	07/04/2006
Chatziadamos, Mary	Active	Paralegal	Business Law	Montreal	08/06/2007
Chaves, Nancy	Active	Law Clerk	Advocacy & Employment	Toronto	03/08/1999
Clemens, Julie M.	Active	Paralegal	Capital Markets & M&A	Vancouver	05/03/2006
Corneau, Doris	Active	Law Clerk	Business Law	Ottawa	09/01/1977
Dapito, Evelyn	Active	Law Clerk	Regulatory	Toronto	10/06/2008
Demers, Paula	Active	Dir, Law Clerk/Paralegals	Professional Growth & Mgm	Ottawa	05/13/2013
Dhillon, Susan	Active	Supervisor, Corp Services	Business Law	Vancouver	04/01/1999
Dilag, Regina V.	Active	Junior Paralegal	Business Law	Vancouver	07/16/2012
Elinsky, Colleen	Active	Corp.Compliance Clerk	Business Law	Vancouver	11/24/2015
Emery, Jacqueline	Active	Law Clerk	Advocacy & Employment	Ottawa	01/19/2015
Findlayter, Andrea	Active	Law Clerk	Capital Markets & M&A	Toronto	08/11/2014
Gay, Frédérique	Leave of absence	Paralegal	Financial Services	Montreal	12/15/2008
Genovezos, Panagiota (Penny)	Active	Paralegal	Business Law	Montreal	03/19/2007
Groulx, Johanne	Active	Translator	Translation Services	Montreal	10/06/2014
Jubb, Diana G.	Active	Law Clerk	Commercial Real Estate	Toronto	02/01/2006
Khounganian, Kristine Lee	Active	Corp.Compliance Clerk	Business Law	Toronto	03/02/2015
King, Judith	Active	Law Clerk	Business Law	Toronto	06/24/2013
LaForgia, Patricia	Active	Law Clerk	Commercial Real Estate	Toronto	01/05/2015
Laniel, Alice F.	Active	Paralegal	Capital Markets & M&A	Vancouver	05/01/2000
Lavigueur, Line	Active	Manager, Corporate Busine	Business Law	Montreal	06/25/2008
Lee, Adrienne	Active	Corp.Compliance Clerk	Business Law	Vancouver	05/20/2014
Liew, Joni S.	Active	Paralegal	Capital Markets & M&A	Vancouver	09/03/2004
Ly, Anna	Active	Law Clerk	Financial Services	Toronto	06/04/2007
McIntyre, Barry W.	Active	Title Searcher/Conveyance	Commercial Real Estate	Toronto	01/04/1990
McNamara, Sharon	Active	Paralegal	Capital Markets & M&A	Vancouver	02/18/2002
Miller, Karen	Active	Paralegal	Financial Services	Vancouver	01/11/1984
Mirdawi, Rana	Leave of absence	Law Clerk	Business Law	Toronto	10/22/2007
Moore, Maria	Active	Title Searcher/Conveyance	Commercial Real Estate	Toronto	02/23/1987
Mujagic, Sieglinde (Sigi)	Active	Paralegal	Commercial Real Estate	Vancouver	07/02/1975
Ng, May	Active	Law Clerk	Commercial Real Estate	Toronto	01/09/2012
Norris, Catherine	Active	Supervisor, Corp Services	Business Law	Toronto	10/08/2014
Paugh, Eleanor E.	Active	Paralegal	Advocacy & Employment	Vancouver	01/10/2000
Pears, Paulette S.	Active	Paralegal	Capital Markets & M&A	Vancouver	05/14/2001
Pelchat, Martine	Active	Paralegal	Business Law	Montreal	08/18/2014
Petersen, Mackenzie	Active	Student	Advocacy & Employment	Ottawa	03/31/2008
Petrenko, Diana	Active	Supervisor, Corp Services	Business Law	Calgary	03/04/2013
Pouliot, Deborah	Active	Law Clerk	Advocacy & Employment	Toronto	10/26/1986
Prasher, Sarita	Active	Law Clerk	Commercial Real Estate	Toronto	07/22/2013
Rocca, Linda A.	Active	Paralegal	Capital Markets & M&A	Vancouver	10/01/1996
Roessler, Aimee C.	Active	Paralegal	Commercial Real Estate	Vancouver	06/16/2014
Seto, Sareena	Active	Paralegal	Financial Services	Calgary	02/29/2016
Shore (Marion), Monica E.	Active	Paralegal	Commercial Real Estate	Vancouver	03/28/2011
Singleton, Megan	Active	Law Clerk	Financial Services	Toronto	03/24/2008
Smetana, Dagmar	Active	Law Clerk	Business Law	Toronto	08/07/2012

Smith, Karen Ruth	Active	Law Clerk	Business Law	Toronto	07/24/2006
Thuilleaux, Sabine	Active	Mgr, Linguistic Services	Translation Services	Montreal	06/25/2014
Tremblay, Glen	Active	Paralegal	Financial Services	Vancouver	11/20/2000
Tsang, Cecilia W.	Active	Paralegal	Business Law	Vancouver	10/27/2008
Turcotte, Sindre	Active	Paralegal	Business Law	Montreal	06/13/2011
Tynell, Susan J.	Active	Law Clerk	Financial Services	Toronto	02/20/2006
Verayo, Rhena J.	Active	Law Clerk	Business Law	Toronto	04/08/2013
Voigt, Deborah M.	Active	Paralegal	Business Law	Vancouver	02/22/2016
Whittington, Leigh	Active	Law Clerk	Commercial Real Estate	Ottawa	06/28/2013
Wong, Cecilia S.	Active	Paralegal	Capital Markets & M&A	Vancouver	03/21/2005
Zee, Barbara P.	Active	Law Clerk	Capital Markets & M&A	Toronto	05/12/1992

**APPENDIX C**  
**ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2016**  
**(Excluding Patent & Trademark Agents)**

Name of Firm: McMillan LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
Strategic Advisor	2	VAN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.00
Strategic Advisor	1	TOR	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	0.00
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure: Miscellaneous Professional Liability  
Insurance Carrier: Chubb Insurance Company of Canada  
Policy Number: 8207-4107  
Period of Insurance: October 31, 2014 - October 31, 2015  
Retroactive Date: \_\_\_\_\_  
Limits: \$ 2,000,000 per claim, \$ 2,000,000 aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

**Non-Lawyer Consultants (As of March 2016)**

<b>Name</b>	<b>Job</b>	<b>Department</b>	<b>Work Location</b>	<b>Original Hire</b>
Day, Stockwell	Senior Strategic Advisor	Marketing & Bus. Developm	Vancouver	07/01/2011
Duncan, Dwight	Senior Strategic Advisor	Marketing & Bus. Developm	Toronto	02/28/2013
Reynolds, John	Senior Strategic Advisor	Marketing & Bus. Developm	Vancouver	02/16/2006



## **Miscellaneous Professional Liability**

CHUBB INSURANCE COMPANY OF CANADA

### **DECLARATIONS**

RENEWAL OF: 8207-4107  
(October 31, 2014 to October 31, 2015)

POLICY NUMBER: 8207-4107

**THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR, IF PURCHASED, THE EXTENDED REPORTING PERIOD. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED BY DEFENCE EXPENSES, AND DEFENCE EXPENSES WILL BE APPLIED AGAINST THE DEDUCTIBLE.**

**Item 1. INSURED - ADDRESS:**

LML & S LIMITED PARTNERSHIP., MCMILLAN LLP  
1500 - 1055 West Georgia Street  
Vancouver, BC V6E4N7

**Item 2. POLICY PERIOD:**

- (a) Inception Date: October 31, 2015
  - (b) Expiration Date: October 31, 2016
- at 12:01 a.m. both dates at the Address in ITEM 1.

**Item 3. LIMITS OF LIABILITY (inclusive of DEFENCE Expenses):**

- (a) \$2,000,000.00 maximum limit of liability each Claim or Related Claims, but not to exceed
- (b) \$2,000,000.00 maximum aggregate limit of liability under the Policy for all Claims.

**Item 4. DEDUCTIBLE:** \$10,000.00 each Claim or Related Claims.

**Item 5. PREMIUM:** \$12,968.00

**Item 6. PROFESSIONAL SERVICES:**

Business and Market Research, Public Sector Consulting but excluding Legal Services

**Item 7. RETROACTIVE DATE:** Not Applicable, at 12:01 a.m. at the Address in ITEM 1.

## ***Miscellaneous Professional Liability***

IN WITNESS WHEREOF, CHUBB INSURANCE COMPANY OF CANADA has caused this policy to be signed by its President.

**CHUBB INSURANCE COMPANY OF CANADA**

*Ellen J. Moore*

\_\_\_\_\_  
President

*[Signature]*

\_\_\_\_\_  
Authorized Representative

09/08/15

Date



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## CUSTOMER NOTICE REGARDING HIGH POLITICAL RISK JURISDICTIONS AND ECONOMIC SANCTIONS LAWS

This notice is intended to inform you of the difficulties we may have in servicing claims in jurisdictions with high political risk or instability; and, the consequences of our obligations to comply with Canadian and international economic sanctions laws. Though your coverage may apply on a world-wide basis, claims arising from events in certain jurisdictions may be very difficult to service. Such difficulties could include our inability to: retain appropriate third parties to assist with the adjustment of the claim; investigate or confirm the circumstances of the claim; and, process transactions with respect to claim investigation and payment. Furthermore, many countries are subject to Canadian, United States and international economic sanctions laws. Economic sanctions laws are legal measures imposed by countries to promote their foreign policy by prohibiting or restricting trade, travel or economic activity with particular countries or targeted entities or individuals. Insurance policies and transactions are often the subject of economic sanctions. Whether economic sanctions laws apply to any particular policy or claim may depend on several factors including where the policy was issued, the nationality, place of residence or place of incorporation of you, your parent company, your subsidiaries, other or additional insureds or the insurer as well as the location where events leading to a claim occur. We will strictly comply with Canadian and applicable international economic sanctions laws. Particularly with respect to international economic sanctions laws, as a wholly owned subsidiary of a United States based corporation, we may be subject to United States economic sanctions laws. Furthermore, services provided to us by our United States based parent which are critical to our ability to conduct business may not be available to us if United States economic sanctions laws apply. It is important that our customers are aware that the servicing difficulties and economic sanctions laws described above may have serious consequences on their coverage. Such consequences could include:

- delays and difficulties in the processing and payment of claims;
- delays and difficulties in responding to underwriting requests;
- the "freezing" of policies, resulting in the inability to process any transactions, including claims payments;
- the denial of claims; or,
- the voiding or cancellation of policies (with or without refunded premium).



## MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

**THIS IS A CLAIMS MADE POLICY WITH DEFENCE EXPENSES INCLUDED IN THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.**

Subject to the applicable limits of liability and all of the terms and conditions of this Policy, Chubb Insurance Company of Canada (the Company) and the Insured agree as follows:

### I. INSURING AGREEMENT

The Company will pay on behalf of the Insured Damages which the Insured shall become legally obligated to pay and DEFENCE Expenses as a result of any Claim first made against the Insured during the Policy Period and reported in writing to the Company during the Policy Period for a Wrongful Act first committed on or after the Retroactive Date stated in ITEM 7 of the Declarations. As part of and subject to the applicable limits of liability, the Company shall have the right and duty to defend any such Claim, even if the Claim is groundless.

### II. DEFINITIONS

- (A) "Claim" means any civil action, suit, proceeding or demand by any person or entity seeking to hold the Insured responsible for monetary damages as a result of a Wrongful Act actually or allegedly committed by the Insured or by any other person for whose Wrongful Acts the Insured is legally responsible.
- (B) "Damages" means judgments or settlements negotiated with the approval of the Company; however, Damages shall not include:
  - (1) fines, taxes, or penalties;
  - (2) fees or other charges of the Insured; or
  - (3) punitive or exemplary damages or the multiplied portion of any multiplied damage award, except where permitted by law Damages shall include, an amount not exceeding the sum of \$25,000, the multiplied portion of a multiplied damages award or an award of punitive or exemplary damages, which sum shall be part of and not in addition to the applicable limits of liability.
- (C) "DEFENCE Expenses" means reasonable expenses and legal fees incurred with the approval of the Company in the investigation, adjustment, DEFENCE or appeal of a Claim against the Insured; however, DEFENCE Expenses shall not include salaries, overhead or benefit expenses or other fees and charges of the Insured.
- (D) "Insured" means the person or entity stated in ITEM 1 of the Declarations, and any natural person who was, is or shall become a director, officer, employee or partner thereof, but only while such person was, is or shall be acting within the scope of his or her duties as such.

- (E) **"Policy Period"** means the period from the inception date to the expiration date stated in ITEM 2 of the Declarations, or to any earlier cancellation date.
- (F) **"Professional Services"** means only services performed for others for a fee and which are listed in ITEM 6 of the Declarations.
- (G) **"Related Claims"** means collectively all **Claims** involving the same **Wrongful Act** or **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, event or decision.
- (H) **"Wrongful Act"** means any actual or alleged act, error or omission committed solely in the performance of, or failure to perform **Professional Services**.

### III. EXCLUSIONS

This Policy shall not apply to any **Claim**:

- (A) based on or directly or indirectly arising out of or resulting from any criminal, fraudulent, dishonest or discriminatory act or omission or any act, error or omission committed with knowledge of its wrongful nature or with intent to cause damage, or the gaining by the **Insured** of any personal profit, gain or advantage to which the **Insured** was not legally entitled; however, the Company shall reimburse the **Insured** for any **DEFENCE Expenses** that would have been payable under this Policy if, upon final disposition of such **Claim**, such allegations have not been proven;
- (B) for non-pecuniary relief;
- (C) based on or directly or indirectly arising out of or resulting from any actual or alleged bodily injury to or sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
- (D) based on or directly or indirectly arising out of or resulting from:
  - (1) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants, or
  - (2) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request;



- (E) by or on behalf of any person or entity included within the definition of **Insured** against any other person or entity included within the definition of **Insured**;
- (F) based on or directly or indirectly arising out of or resulting from the performance of or failure to perform **Professional Services** for:
  - (1) the **Insured**, or
  - (2) any entity owned or controlled by any person or entity included within the definition of **Insured**, or
  - (3) any person or entity which owns or controls any entity included within the definition of **Insured**, or
  - (4) any entity which is under common ownership or control with any entity included within the definition of **Insured**, or
  - (5) any entity of which any person included within the definition of **Insured** is a director, officer, partner or principal shareholder;
- (G) based on or directly or indirectly arising out of or resulting from any act, error, omission, fact, circumstance, situation, transaction, event or decision which is the subject of any notice or claim under any prior policy; or any other act, error, or omission, whenever occurring, which is logically or causally connected by reason of any common fact, circumstance, situation, transaction, event or decision, with any act, error or omission which is the subject of such notice or such claim.

#### IV. CONDITIONS

##### (A) Territory:

This Policy applies only to **Wrongful Acts** committed, and to **Claims** made against the **Insured**, in the United States of America, its territories or possessions, or Canada.

##### (B) Notice:

- (1) As a condition precedent to any right to coverage afforded by this Policy, the **Insured** must give written notice to the Company of any **Claim** as soon as practicable after such **Claim** is first made and, subject to Section IV (C) below, during the **Policy Period** or Extended Reporting Period, if applicable.
- (2) If the **Insured** becomes aware of any circumstances which may subsequently give rise to a **Claim** against the **Insured** and, during the **Policy Period** or, if applicable,

The Extended Reporting Period, gives the Company written notice of

- (1) the nature and date of the specific **Wrongful Act**, and
- (2) the names of potential claimants, and
- (3) the injury or consequences which have or might result therefrom, and
- (4) the manner in which the **Insured** first became aware of the potential for a **Claim** therefrom, then any **Claim** subsequently made against the **Insured** arising out of such **Wrongful Act** shall be deemed to have been made during the **Policy Period** or, if applicable, the Extended Reporting Period.

(C) **Additional Time to Report Certain Claims:**

If a **Claim** is first made against the **Insured** during the last fourteen (14) calendar days of the **Policy Period**, such **Claim** will be deemed to have been reported to the Company during the **Policy Period** if:

- (1) the **Insured** makes reasonable efforts to report such **Claim** immediately, and
- (2) the **Insured** gives the Company written notice of such **Claim** no later than fourteen (14) calendar days after the **Policy Period**.

(D) **Date of Related Claims:**

**Related Claims** shall be deemed to have been first made at the earlier of the following times:

- (1) at the time the earliest of the **Related Claims** was first made, or
- (2) at the earliest time at which notice was given under any policy of insurance of any act, error, omission, fact, circumstance, situation, transaction, event or decision underlying any of the **Related Claims**.

(E) **DEFENCE and Settlement of Claims:**

The **Insured** shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company. The Company shall have the right to make investigations and conduct negotiations and, with the written consent of the **Insured**, enter into such settlement of any **Claim** that the Company deems appropriate. If the **Insured** shall refuse to consent to a settlement acceptable to the claimant in accordance with the Company's recommendation, the **Insured** shall thereafter negotiate or defend such **Claim** at the **Insured's** own expense independently of the Company, and, subject to the applicable limits of liability of this Policy, the Company's liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **DEFENCE Expenses** incurred with the Company's consent up to the date the **Insured** refused to settle such **Claim**.



(F) **Limits of Liability and Deductibles:**

- (1) Regardless of the number of **Claims**, the number of persons or entities included with the definition of **Insured**, or the number of claimants who make **Claim** against the **Insured**:
  - (a) the amount stated in ITEM 3(a) of the Declarations shall be the maximum limit of liability of the Company for all **Damages** and **DEFENCE Expenses** resulting from each **Claim** or **Related Claims** made against the **Insured**, which amount shall be part of and not in addition to the amount stated in ITEM 3(b) of the Declarations, and
  - (b) the amount stated in ITEM 3(b) of the Declarations shall be the maximum aggregate limit of liability of the Company for all **Damages** and **DEFENCE Expenses** resulting from all **Claims** under this Policy, and
  - (c) the deductible stated in ITEM 4 of the Declarations shall apply separately to each **Claim** or **Related Claims** and shall also apply to either **Damages** or **DEFENCE Expenses** or both.
- (2) **DEFENCE Expenses** shall be part of and not in addition to the applicable limits of liability, and payment of **DEFENCE Expenses** by the Company shall reduce, and may exhaust, the applicable limits of liability.
- (3) The obligations of the Company to pay **Damages** and to defend any **Claim** seeking **Damages** from the **Insured** or pay **DEFENCE Expenses** shall only be in excess of the deductible, which amount shall be borne by the **Insured** at the **Insured's** own expense. The Company shall have no obligation whatsoever, either to the **Insured** or to any other person or entity, to pay all or any portion of the deductible amount on behalf of the **Insured**. The Company shall, however, at its sole discretion, have the right and option to do so, in which event the **Insured** will repay the Company any amounts so paid.
- (4) The Company shall not be obligated to pay any **Damages** or to defend or continue to defend any **Claim** after the applicable limit of liability has been exhausted by the payment of **Damages** or **DEFENCE Expenses** or both.

(G) **Extended Reporting Period:**

- (1) If this Policy is not renewed for any reason or is canceled for any reason other than for non-payment of premium, the **Insured** shall have the right to purchase an extension of the coverage granted by this Policy for a period of one (1) year after the effective date of such cancellation or non-renewal (an **Extended Reporting Period**), but only with respect to any **Wrongful Act** committed before the effective date of such cancellation or non-renewal and otherwise covered by this Policy. The premium for this **Extended Reporting Period** shall be seventy-five percent (75%) of the premium set forth in ITEM 5 of the Declarations, as the same may be amended from time to time, and must be paid within thirty (30) days after the effective date of cancellation or non-renewal. Such additional premium shall be

deemed fully earned immediately upon the inception of the Extended Reporting Period.

- (2) The Company's limits of liability during the Extended Reporting Period shall be part of, and not in addition to, the Company's limits of liability stated in ITEM 3 of the Declarations.

**(H) 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, contributing, excess (except insurance specifically in excess of this Policy), contingent or otherwise.

**(I) Cooperation and Subrogation:**

- (1) In the event of a **Claim**, or after giving the Company notice of circumstances which may subsequently give rise to a **Claim**, the **Insured** will provide the Company with all information, assistance and cooperation as the Company may reasonably request. The **Insured** shall, upon the Company's request, assist in making settlements and the conduct of actions, suits or proceedings. The **Insured** shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses.
- (2) The **Insured** will do nothing that may prejudice the Company's position or the Company's potential or actual rights of recovery in the event of a **Claim**.
- (3) In the event of payment under this policy, the Company shall be subrogated to, and entitled to an assignment of all of the rights of recovery therefor of the **Insured**. The **Insured** shall execute all papers and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Company effectively to pursue and enforce such rights and to bring suit in the name of the **Insured**.

**(J) Cancellation:**

- (1) The Company may cancel this Policy by delivering or mailing to the **Insured** by registered, certified or other first class mail written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective.
- (2) The **Insured** may cancel this Policy by surrendering this Policy or by mailing or delivering to the Company notice stating when thereafter such cancellation shall be effective.



- (3) The mailing of notice as aforesaid shall be sufficient proof of notice. If this Policy is canceled by the Company, the earned premium shall be computed pro rata. If this Policy is canceled by the **Insured**, the earned premium shall be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**(K) Entire Agreement:**

The **Insured** agrees that this Policy, including any endorsements and the application attached to and forming part of this Policy, and including any materials submitted in connection with such application, which are on file with the Company and are a part of this Policy, as if physically attached, constitutes the entire agreement existing between the **Insured** and the Company or any of its agents relating to this insurance.

**(L) Representations:**

The **Insured** represents that the particulars and statements contained in the application and all materials submitted in connection therewith are true, accurate and complete, and agrees that this Policy is issued in reliance on the truth of that representation, and that such particulars and statements, which are incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Company's acceptance of this risk.

**(M) No Action Against Company; Bankruptcy of Insured:**

- (1) No action shall be taken against the Company unless, as conditions precedent thereto, there shall have been full compliance with all of the terms of this Policy and the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and the Company.
- (2) No person or entity shall have any right under this Policy to join the Company as a party to any **Claim** against the **Insured** to determine the liability of the **Insured**, nor shall the Company be impleaded by the **Insured** or the **Insured's** legal representative in any such **Claim**.
- (3) Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

**(N) Authorization and Notices:**

The person or entity stated in ITEM 1 of the Declarations shall be the sole agent, and shall act on behalf of all **Insureds** with respect to all matters under this Policy, including but not limited to giving and receiving notices and other communications, effecting or accepting any endorsements to or cancelation of this Policy, the payment of premium and the receipt of any return premiums, and the purchase of any Extended Reporting Period.

**(O) Changes:**

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or change in any part of this Policy or estop the Company from asserting any right under its terms, conditions and limitations; nor shall the terms, conditions and limitations of this Policy be waived or changed except by written endorsement issued to form a part of this Policy.

**(P) No Transfer or Assignment of Insured's Interest:**

No transfer or assignment of interest under this Policy or any cause of action against the Company arising out of its performance of, or alleged failure to perform in accordance with the terms and conditions of this Policy shall be effective without the Company's written consent; however, in the event of the death, incapacity or bankruptcy of any person or entity within the definition of **Insured**, a **Claim** against the estate, heirs, legal representatives or assigns or the **Insured** for a **Wrongful Act** by such **Insured** shall be considered a **Claim** against the **Insured**.

**(Q) 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 the Policy.



## *Miscellaneous Professional Liability Chubb*

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### **Schedule of Forms**

To be attached to and form part of  
Policy No. 8207-4107

Company: Chubb Insurance Company of Canada

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

CE 14-02-16105 (4/10 ed.)  
CE 14-02-16110 (9/14 ed.)  
CE 14-02-16123 (12/10 ed.)  
CE 14-02-5551 (2/02 ed.)  
CE 14-02-5615 (5/11 ed.)  
CE 14-02-5623 (10/12 ed.)  
CE 17-02-9182 (3/13 ed.)  
CE 17-02-9198 (1/14 ed.)



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 1

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

It is agreed that in the event of a **Claim** where an **Insured** incurs both **DEFENCE Expenses** and/or **Damages** that are covered by this Policy and also **DEFENCE Expenses** and/or **Damages** that are not covered by this Policy, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then coverage shall apply as follows:

- (A) **DEFENCE Expenses:** one hundred percent (100%) of reasonable and necessary **DEFENCE Expenses** incurred by the **Insureds** from such **Claim** will be considered covered; and
- (B) **Damages:** all remaining loss incurred by an **Insured** from such **Claim** will be allocated between covered loss and uncovered loss based upon the relative legal exposures of the parties to such matters.

Regardless of any allocation in accordance with either paragraph (A) or (B) above, the Deductible shall be the amount stated in Item 4 of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

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Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 2

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

It is agreed that:

### 1. AMENDED SECTION II DEFINITIONS

(i) The following Definitions are deleted in their entirety and replaced by the following:

(A) "Claim" means

(1) any of the following:

- (a) a written demand for monetary damages or non-monetary relief;
- (b) a civil proceeding commenced by the service of a complaint or a similar pleading; or
- (c) an arbitration proceeding;

including any appeal therefrom that seeks to hold the **Insured** responsible for a **Wrongful Act**, actually or allegedly committed by the **Insured** or by any other person for whose **Wrongful Acts** the **Insured** is legally responsible; or

(2) a written request to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.

Except as may be provided in Section IV Condition (B) Notice, 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 request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

(D) "Insured" means:

- (1) the person or entity stated in ITEM 1 of the Declarations, any **Subsidiary** of such entity; and any natural person who was, is or shall become a director, officer, employee or partner thereof, but only while such person was, is or shall be acting within the scope of his or her duties as such; and
- (2) any independent contractor of the **Insured**, but only with respect to **Claims** arising out of **Professional Services** done for or at the direction of the **Insured**, and only if and to the extent that the **Insured**, after evaluating the merits of the **Claim**, has agreed in writing to include such independent contractor as an **Insured** under this Policy.

(H) "Wrongful Act" means

- (1) any actual or alleged act, error or omission committed solely in the performance of, or failure to perform **Professional Services**; and/or

- (2) any actual or alleged libel, slander or other form of defamation, or invasion or infringement of the right of privacy, committed solely in the performance of, or failure to perform **Professional Services**; and/or
- (3) any actual or alleged breach of duty, committed solely in the performance of, or failure to perform, **Professional Services**.

(ii) The following Definitions are added to this Policy:

- (I) "**Application**" means all signed applications, including attachments and other materials submitted therewith or incorporated therein, submitted by the **Insureds** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. **Application** shall also include all documents provided by the **Insureds** to the Company in connection with the underwriting or issuance of this Policy, including quarterly and annual reports, financial statements, proxy statements and other notices to shareholders, whether provided to the Company directly or indirectly through the use of public databases or similar sources.
- (J) "**Common Law Partner**" means any natural person qualifying as a common law partner under the provisions of any applicable federal, provincial, territorial, state, or local law or under the provisions of any formal program established by the **Insured**.
- (K) "**Subsidiary**" means any entity created or acquired on or before the Inception Date in Item 2(a) of the Declarations, during any time in which the **Insured** owns, directly or through one or more **Subsidiaries**, more than 50% of the outstanding securities representing the right to vote for the election of such entity's directors.

## 2. AMENDED SECTION III EXCLUSIONS

(i) The following Exclusions are deleted in their entirety and replaced by the following:

- (A) based upon, arising from, or in consequence of:
  - (1) any fraudulent act or omission or any wilful violation of any statute or regulation by such **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a fraudulent act or omission or wilful violation; or
  - (2) an **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled.

However, in respect of this Exclusion (A), no fact pertaining to or knowledge possessed by any **Insured** who is a natural person shall be imputed to any other **Insured** who is a natural person to determine if coverage is available. Furthermore, only facts pertaining to and knowledge possessed by any past, present or future managing partner, chief financial officer, in-house general counsel, risk manager, president, chief executive officer or chairperson of an **Insured** entity shall be imputed to such **Insured** entity to determine if coverage is available.

(ii) The following Exclusions are added to this Policy:

- (H) based on, arising from, or in consequence of any actual or alleged **Wrongful Act** first committed before October 2, 2006 if, on or before October 2, 2006, any person or entity included within the definition of **Insured** knew or could have reasonably foreseen that such **Wrongful Act** did or could result in a **Claim** against any **Insured**.
- (I) based on, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding as of October 2, 2006.



- (J) based on, arising from, or in consequence of any electronic dissemination of faxes, e-mail or other similar communication of any kind whatsoever, regardless of the nature or form of such communication or the medium by which such communication is communicated, to multiple actual or prospective customers or clients of any Insured or to any third party, in contravention of any law, including any statute, regulation or order.
- (K) based upon, arising from, or in consequence of any actual or alleged guarantee, promise or warranty, either express or implied, or verbal or written, relating to:
  - (1) costs or cost savings; and/or
  - (2) future value, return on investment, purchase, lease, assign or sale of any real or personal property; and/or
  - (3) the performance of any investment adviser, manager or custodian.

### 3. AMENDED SECTION IV CONDITIONS

- (I) The following Conditions are deleted in their entirety and replaced by the following:

- (A) **Territory:**

- Coverage shall extend anywhere in the world.

- (E) **DEFENCE and Settlement of Claims**

- The Insured shall not admit any liability for or settle any Claim or incur any costs, charges or expenses without the written consent of the Company. The Company shall have the right to make investigations and conduct negotiations and, with the written consent of the Insured, make any settlement of any Claim it deems appropriate.

- (L) **Representations:**

- 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, 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:

- (1) the knowledge of any Insured who is a natural person and a past, present or future managing partner, chief financial officer, in-house general counsel, risk manager, president, chief executive officer or chairperson of an Insured entity shall be imputed to such Insured entity and its Subsidiaries;
    - (2) the knowledge of the natural person(s) who signed the Application for this Policy shall be imputed to all of the Insureds; and
    - (3) except as provided in (1) above, the knowledge of a natural person who is an Insured who did not sign the Application shall not be imputed to any other Insured.

(ii) The following Conditions are added to this Policy

(R) **Changes in Exposure**

(1) If any **Insured** which is an entity:

- (a) acquires securities or voting rights in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**, or
- (b) acquires any organization by merger into or consolidation with an **Insured** which is an entity,

such organization and its duly elected directors, duly elected or appointed officers and employees shall be **Insureds** under this Policy but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted, after such acquisition or creation unless the Company agrees, after presentation of a complete application and all appropriate information, along with payment of any additional premium required by the Company, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by such **Insured** prior to such acquisition or creation.

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the **Insured** which is an entity for any such acquisition or creation exceeds 10% of the total assets of that **Insured** as reflected in that **Insured's** most recent audited consolidated financial statements, that **Insured** shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require and shall pay any reasonable additional premium required by the Company.

(2) If:

- (a) any **Insured** which is an entity merges into or consolidates with another organization, or
- (b) another organization or person or group of organizations and/or persons in concert acquire securities or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for election of directors of that **Insured**, coverage under this Policy shall continue until termination of this Policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by the **Insureds** prior to such merger, consolidation or acquisition. The **Insured** shall give written notice of such merger, consolidation or acquisition as soon as practicable, together with such information as the Company may require.

(3) In the event an organization ceases to be a **Subsidiary** before or after the inception date of this Policy, coverage with respect to such **Subsidiary** and its **Insureds** who are natural persons shall continue until termination of this Policy but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, prior to the date such organization ceased to be a **Subsidiary**.



(S) **Spouses, Estates and Legal Representatives**

Coverage shall extend to **Claims** arising from the **Professional Services** of an **Insured** who is a natural person made against:

- (1) the lawful spouse or **Common Law Partner** of such **Insured**, if named as a co-defendant with such **Insured** solely by reason of such person's status as a spouse or **Common Law Partner**, or such spouse or **Common Law Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged act, error or omission of such **Insured**; and
- (2) the estate, heirs, legal representatives or assigns of such **Insured** if such **Insured** is deceased or the legal representatives or assigns of such **Insured** if such **Insured** is incompetent, insolvent or bankrupt.

All terms and conditions of this Policy including, without limitation, the Deductible applicable to **Damages** or **DEFENCE Expenses** incurred by the **Insured**, shall also apply to **Damages** or **DEFENCE Expenses** incurred by the **Insured's** spouse, **Common Law Partner**, estate, heirs, legal representatives or assigns. The coverage provided by this extension shall not apply with respect to any loss arising from an act or omission by an **Insured's** estate, heirs, legal representatives, assigns, spouse or **Common Law Partner**.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. Smith' or similar, written over a horizontal line.

Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 3

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

It is agreed that Section IV CONDITIONS (E) **DEFENCE and Settlement of Claims** of the Policy is deleted in its entirety and replaced by the following:

(E) **DEFENCE and Settlement of Claims**

The **Insured** shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company. The Company shall have the right to make investigations and conduct negotiations and, with the written consent of the **Insured**, make any settlement of any **Claim** it deems appropriate. If an **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), the Company's liability for all **Loss**, including **DEFENCE Expenses**, from such **Claim** shall not exceed:

1. the amount of the Proposed Settlement plus **DEFENCE Expenses** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**; plus
2. fifty percent (50%) of any **Damages** and **DEFENCE Expenses**, in excess of the amount referenced in 1. above, incurred in connection with such **Claim** subject to the Deductible and the available Limits of Liability for such **Claim**. The remaining fifty percent (50%) of any **Damages** and **DEFENCE Expenses**, in excess of the amount referenced in 1. above shall be borne by the **Insured** uninsured and at their own risk.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

Authorized Representative



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## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 4

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

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It is agreed that:

- (1) No coverage will be available under this Policy for **Claims** based on or directly or indirectly arising out of or resulting from:
  - (a) any actual or alleged act, error or omission, misstatement, misleading statement, or breach of duty in connection with the rendering of, or actual or alleged failure to render, any **Legal Services**, as defined in Paragraph (2) below; or
  - (b) the commingling of, or inability or failure to pay, collect or safeguard, any money or funds.
- (2) The term "**Legal Services**" means:
  - (a) services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney; and/or
  - (b) services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and/or
  - (c) services performed for others by a licensed attorney as a notary public.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

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Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 5

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

It is agreed that:

(1) The following are added to Section II DEFINITIONS of this Policy:

**"Accounting Services"** means financial accounting work, tax opinions, auditing, assurance, attestation or certification of financial statements that is performed either by an **Insured** while acting in their capacity as a public accountant or a public accountant sub-contracted by the **Insured** to provide such accounting services for or on behalf of others.

**"Architectural or Engineering Services"** means services performed by either an **Insured** while acting in their capacity as a consulting architect or engineer or a consulting architect or engineer sub-contracted by the **Insured** to provide any such architectural or engineering services for or on behalf of others.

(2) The following are added to Section III EXCLUSIONS of this Policy:

- (1) based on or directly or indirectly arising out of or resulting from any **Wrongful Act** where an **Insured** has intentionally exceeded or acted beyond their contractual or discretionary authority to make and/or implement decisions;
- (2) based on or directly or indirectly arising out of or resulting from any **Accounting Services** or **Architectural or Engineering Services**; or
- (3) based on or directly or indirectly arising out of or resulting from any solicitation, sourcing, structuring, due diligence, valuations or negotiating the purchase or sale of assets on behalf of third parties.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

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

Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 6

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

It is agreed that this Policy shall not apply to any **Claim** based on or directly or indirectly arising out of or resulting from any actual or alleged:

- (A) infringement of, or contribution to, or inducement of the infringement of any: copyright, patent, trademark, service mark, service name;
- (B) plagiarism or misappropriation of property rights, information, ideas or trade secrets; or
- (C) intentional false advertising or unfair trade practices with respect to the advertising or sales of the **Insured's** own products, publications or services.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

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

Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 7

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

This policy has been issued with this Statutory Conditions Endorsement that amends sections of this policy. These Statutory Conditions apply where an insured under this policy of insurance is domiciled or where any insured property in issue is located in Alberta or British Columbia.

In consideration of the premium charged and notwithstanding anything to the contrary in this policy, it is agreed that in the event of any conflict between the terms and conditions of this Endorsement (in part or in its entirety) and the terms and conditions of the other policy terms and conditions or endorsements (in part or in their entirety), the provisions that are more favourable to the insured shall govern. Nothing in this Endorsement is intended nor shall be construed to violate or vary from the requirements of the Insurance Acts of Alberta or British Columbia. Statutory Condition 1 and Statutory Conditions 6 to 13 apply only to contracts that include insurance against loss or damage to property, Statutory Conditions 2 to 5 and Statutory Condition 14 apply only to contracts that include liability insurance.

### STATUTORY CONDITIONS

#### MISREPRESENTATION

- 1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### PROPERTY OF OTHERS

- 2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

#### CHANGE OF INTEREST

- 3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

#### MATERIAL CHANGE IN RISK

- 4
  - (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - (a) material to the risk, and
    - (b) within the control and knowledge of the insured.
  - (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

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- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
    - (a) terminate the contract in accordance with Statutory Condition 5, or
    - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### TERMINATION OF INSURANCE

- 5 (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### REQUIREMENTS AFTER LOSS

- 6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,



- (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
- (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
- (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### FRAUD

- 7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### WHO MAY GIVE NOTICE AND PROOF

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### SALVAGE

- 9
- (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
  - (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### ENTRY, CONTROL, ABANDONMENT

- 10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

- 
- (ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

#### IN CASE OF DISAGREEMENT

- 11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the Insurer.

#### WHEN LOSS PAYABLE

- 12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

#### REPAIR OR REPLACEMENT

- 13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### NOTICE

- 14 (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.



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Authorized Representative



## ENDORSEMENT

Effective date of  
this endorsement: October 31, 2015

Company: Chubb Insurance Company of Canada

Endorsement No. 8

To be attached to and  
form a part of Policy No. 8207-4107

Issued to: LML & S LIMITED PARTNERSHIP., MCMILLAN LLP

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### COMPLIANCE WITH APPLICABLE SANCTION LAWS ENDORSEMENT

In consideration of the premium charged it is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage, or the interpretation thereof.

ALL OTHER TERMS AND CONDITIONS REMAINED UNCHANGED.

A handwritten signature in black ink, appearing to be 'L. M. S.' or similar, written over a horizontal line.

Authorized Representative

## APPENDIX D

### "ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

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Name of Firm: McMillan LLP

- The Named Insureds under the CLLAS policies are McMillan LLP; McMillan S.E.N.C.R.L., s.r.l.; McMillan Binch Mendelsohn LLP; McMillan Binch LLP and Mendelsohn s.e.n.c.
- The Firm has offices in Toronto, Ottawa, Vancouver, Calgary, Montreal and Hong Kong.
- On May 1, 2005, McMillan Binch LLP merged with Mendelsohn s.e.n.c. to form McMillan Binch Mendelsohn LLP.
- On May 28, 2008, McMillan Binch Mendelsohn LLP changed its registered business name to McMillan LLP and McMillan S.E.N.C.R.L., s.r.l. in Quebec.
- On May 1, 2009, McMillan LLP completed a transaction with Thackray Burgess Professional Corporation of Calgary where the Firm employed certain former Thackray Burgess lawyers and certain other lawyers from that firm became partners at the Firm. While the two firms were not formally merging, for the purpose of insurance, CLLAS considers this as a merger and recognizes Thackray Burgess as a predecessor firm.
- On January 1, 2011, McMillan LLP and Lang Michener LLP merged and operates under the name McMillan LLP.
- McMillan Binch LLP had formed a national association with two other law firms, Bull, Housser & Tupper of Vancouver and Surrey and Byers Casgrain of Montreal. The national association brought the three firms together for the purpose of providing enhanced levels of service to clients in Canada.
- McMillan Binch LLP also formed an international partnership with the same two law firms in 1990. This international partnership was known as McMillan Bull Casgrain and was formed for the purpose of practising Canadian law outside Canada.
- In 1993, McMillan Bull Casgrain entered into an association with the Hong Kong firm of Robert W.H. Wang & Co. The association was later terminated.
- The McMillan Bull Casgrain association ended on January 31, 2000.
- There is an endorsement on the policy with respect to McMillan Bull Casgrain to cover possible claims relating to the period during which the partnership was in operation.
- Coverage is provided to Thackray Burgess Professional Corporation and its predecessor firms, namely Blanie & Company and Evans Higa Burgess.
- Coverage is also provided to Lang Michener LLP and its predecessor firms, namely Lang Michener; Lang Michener Lawrence & Shaw; Lang Michener Honeywell Wotherspoon; Lang Michener Lash Johnston; Smith, Shaver; Honeywell, Wotherspoon; Lawrence & Shaw; Lash, Johnston; Lang Michener Cranston Farquharson & Wright and Robertson Ward Suderman.

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: McMillan LLP

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
Michael Taylor	VAN	50%
Herbert Ono	VAN	90%
Michael Shannon	VAN	60%

#### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law
Hong Kong	1		

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: #1 Professional Liability  
Insurance Carrier: Lloyds of London (through Cooper Gay)  
Policy Number: B0738SP007010H  
Period of Insurance: July 1, 2015 - July 1, 2016  
Retroactive Date:  
Limits: \$ 450,000 per claim, \$ 450,000 annual aggregate

Type of Exposure: #3 Professional Liability  
Insurance Carrier: Lloyds through Beazley Limited  
Policy Number: W0550516DNPS  
Period of Insurance: February 19, 2016 - February 18, 2017  
Retroactive Date:  
Limits: \$ 20,000,000HKD per claim, \$ 20,000,000HKD annual aggregate

Type of Exposure:  
Insurance Carrier:  
Policy Number:  
Period of Insurance:  
Retroactive Date:  
Limits: \$ per claim, \$ annual aggregate

Type of Exposure:  
Insurance Carrier:  
Policy Number:  
Period of Insurance:  
Retroactive Date:  
Limits: \$ per claim, \$ annual aggregate

# CGNMB Specialty

CGNMB LLP  
NMB House  
17 Bevis Marks  
London EC3A 2EB  
Tel +44 (0) 20 7648 8800  
www.cgnmb.com

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

## Evidence of Cover

**Insured: McMillan LLP U.S. Securities Law and International Law Practice Group**  
**Risk No: BN300960j** **3rd July, 2015**

Please find attached evidence of the cover that has been placed with (re)insurers in accordance with your instructions. Standard registered market clauses may be referred to within the contract documentation but not attached to the contract. If you require a copy of any clause(s) referred to, these will be provided upon request.

Please review the attached documentation carefully to confirm that it accurately reflects the cover, limits and terms that you instructed us to place. If you have any questions about the contract described or if any of the terms and conditions are unclear or do not meet your requirements, or if any of the details are incorrect you must advise us immediately

### Warranties / Subjectivities / Conditions Precedent

(Re)insurers may have imposed specific and possibly restrictive terms on your contract that need to be strictly complied with.

In particular, please note those terms contained under the Express Warranties, Conditions Precedent and Subjectivities headings on the attached document. These have been expressly added by underwriters in addition to or possibly instead of other warranties, conditions precedent and onerous terms included in the contract. Please make sure that you understand all such terms fully and are able to comply with their requirements exactly. Failure to comply with warranties and/or conditions precedent and/or a subjectivity may lead to cancellation of cover and/or denial of claims.

If you are in any doubt as to compliance with any such terms, please contact us immediately.

### Premium Payment Terms

Your attention is drawn to the premium payment terms in the contract. It is important that these terms are complied with in order to avoid the risk of your cover being cancelled for failure to pay on time. Premium payments need to be made to us no later than the 31st July 2015 in order that we can pay (re)insurers by the required date. Where further instalments are due the premium payment dates can be determined from the debit notes that we send you.

If you have any queries about your obligations in this respect please advise us immediately.

8/31/15

**Risk No: BN300960J**

**Notification of Claims**

Please note any special obligations for reporting and handling claims in the contract. It is important that these are complied with in order not to prejudice cover. It is essential that all actual, threatened or potential claims are immediately notified to us or the party identified in the contract so that (re)insurers can be advised promptly. Failure to comply may mean that a claim will not be paid.

**Duty of Disclosure**

You are reminded that all material facts must be disclosed to each (re)insurer participating in the contract. The duty of disclosure exists up to the point each (re)insurer agrees to be bound to the contract and continues in respect of any claims that may be made and/or any changes to the contract that are requested. Information is considered to be material if it would influence the judgement of a prudent (re)insurer in fixing the premium or determining whether he will take the risk. If you have any doubt as to the materiality of information to underwriters, you should disclose it for (re)insurers' consideration.

Any failure to disclose material information to (re)insurers may entitle them to avoid the contract from inception.

**Other Information**

Please notify us promptly if you require any amendments to the cover under this contract. Amendments will be provided to you as an endorsement to this document, subject to agreement by your (re)insurers where required.

**Security**

Please also check the attached list of (re)insurers that have underwritten the contract and contact us immediately if you have any queries.

Risk No: BN300960j

## Security

Please check the security below carefully, and contact us immediately if you have any queries.

### Professional Liability Insurance

100.000%

Syndicate 4000 at Lloyd's

100.000% of 100% Order

CGNMB LLP

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

Neil Dick

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# CGNMB

PREMIUM PAYMENT DUE DATE: 14TH AUGUST 2015

## MARKET REFORM CONTRACT

PROFESSIONAL  
RISKS

INSURED: MCMILLAN LLP U.S. SECURITIES  
LAW AND INTERNATIONAL LAW  
PRACTICE GROUP

### PROFESSIONAL LIABILITY INSURANCE

Authorised Signatory

NMB HOUSE,  
17 BEVIS MARKS,  
LONDON, EC3A 7LN

BROKERWIP REF:

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**CGNMB LLP**

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## CGNMB LLP

### CONDITIONS:

NMA 1978a - Nuclear Incident Exclusion Clause - Liability - Direct - (Broad) Canada, in accordance with Exclusion '8.' of 'III. EXCLUSIONS' of the wording.

NMA 2918 - War and Terrorism Exclusion Endorsement, in accordance with Exclusion '9.' of 'III. EXCLUSIONS' of the wording.

This insurance shall exclude claims arising out of or relating to claims or circumstances which could give rise to a claim of which the Insured is aware of prior to inception.

This insurance shall exclude claims made by associated or subsidiary companies unless emanating from an independent third party.

NMA 2852 - Contracts (Rights of Third Parties) Act 1999, as attached.

LMA 5028 - Service of Suit Clause (Canada), as attached. (Naming: Attorney In Fact in Canada for Lloyd's Underwriters, 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.)

Worldwide jurisdiction shall apply in respect of claims brought against the Insured by third parties.

Foreign Law Practices Endorsement, as attached.

LMA 3100 (amended for use in Canada) - Sanction Limitation and Exclusion Clause, as attached.

### NOTICES:

**This Insurance contains a clause which may limit the amount payable.**

LSW 1565C - Code of Consumer Rights and Responsibilities, as attached.

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

LMA 5180 - Intent to bind

LMA 5185 - Made in Canada

### EXPRESS WARRANTIES:

**Item 8. Other Conditions:** of IV. **CONDITIONS:** of the wording.

LSW 585 - Premium Payment Warranty (45 days), as attached.

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PAGE 3 OF 28

## CGNMB LLP

**CHOICE OF  
LAW AND  
JURISDICTION:**

This insurance will be governed by and interpreted pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein, and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of the Province of British Columbia.

**PREMIUM:**

CAD 28,250 (annual)

**PREMIUM  
PAYMENT TERMS:**

In accordance with the attached 'LSW 585 - Premium Payment Warranty (45 days)'.

**TAXES PAYABLE  
BY INSURED AND  
ADMINISTERED  
BY INSURER(S):**

None at inception, subject as decreed by legislation.

**RECORDING  
TRANSMITTING  
AND STORING  
INFORMATION:**

Where the broker maintains risk and/or claim data/information/documents the broker may hold such data/information/documents electronically.

**INSURER  
CONTRACT  
DOCUMENTATION:**

This contract details the contract terms entered into by the insurer(s).

Unless otherwise specified below no further insurer contract documentation will be issued.

Underwriters intend in accordance with the LMA 5180 - Intention for AIF to Bind – that the AIF shall confirm coverage in respect of this contract.

Each Managing Agent for the subscribing Syndicates to this Contract confirms it has submitted a mandate authorising the AIF to confirm coverage in Canada

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## CGNMB LLP

**INSURER**

**CONTRACT**

**DOCUMENTATION:**

(continued)

**INTENTION FOR AIF TO BIND CLAUSE**

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

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

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

01/11/11

LMA 5180

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**CGNMB LLP**

# **Professional Liability Policy Wording**

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## CGNMB LLP

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

### SCHEDULE

**Item 1      POLICY NUMBER**

B0702BN300960J

**Item 2      FIRM**

McMillan LLP U.S. Securities Law and International Law Practice Group

**Item 3      PREDECESSORS IN BUSINESS**

All predecessor Firms.

**Item 4      ADDRESS OF THE FIRM**

1500 Royal Centre -1055 West Georgia Street,  
P.O. Box 11117,  
Vancouver  
British Columbia  
V6E 4N7  
Canada.

**Item 5      PERIOD OF INSURANCE**

From: 1st July 2015 Local Standard Time at 00:01am, at the mailing  
address of the Insured.

To: 1st July 2016 Local Standard Time at 00:01am, at the mailing  
address of the Insured.

**Item 6      EXPIRY DATE**

1st July 2016

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## CGNMB LLP

**Item 7 PREMIUM**

CAD 28,250 (annual)

**Item 8 SUM INSURED**

CAD 450,000 each and every claim and in the aggregate during the  
Period of Insurance, including Defence Costs and  
Expenses

**Item 9 RETENTION**

CAD 50,000 each and every claim including costs charges and expenses

**Item 10 DATE OF PROPOSAL**

22nd June 2015

**Item 11 INSURER**

Lloyd's Syndicate 4000

## CGNMB LLP

THIS POLICY SUBJECT TO ITS TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS IS APPLICABLE ONLY TO CLAIMS MADE AGAINST INSURED AS DESCRIBED HEREIN DURING THE PERIOD OF INSURANCE OF THE SAID POLICY.

### PROFESSIONAL LIABILITY POLICY

Whereas the FIRM (as defined in Clause II (1)) hereof has made to Us who have hereunto subscribed out names as Insurer a written proposal bearing the date stated in the Schedule and containing particulars and statements which it is hereby agreed are the basis of this contract and are to be considered as incorporated herein and have paid or have agreed to pay the sum stated in the said Schedule as consideration to Us:

#### I. COVERAGE:

The Insurer agrees to pay on behalf of the INSURED those sums that the INSURED becomes legally obligated to pay as the result of any claim made against the INSURED during the PERIOD OF INSURANCE by reason of any ACT (as hereinafter defined) whenever or wherever the same was or may have been committed or alleged to have been committed.

- A. By the INSURED or any other person or entity in or about the conduct of any business conducted by or on behalf of the FIRM in the FIRM'S professional capacity as Attorneys, Barristers, Solicitors, Counsellors at Law or Notaries, or however designated.
- B. By any INSURED acting in his/her professional capacity as Attorney, Barrister, Solicitor, Counsellor at Law or Notary or however designated (whether or not in the name of the FIRM) provided always that a portion of the fee for legal services (if a fee is charged) accruing from such work shall inure to the benefit of the FIRM. In extension and not in limitation of the foregoing, such work shall be deemed to include work as administrator, executor, trustee, guardian, arbitrator, committee for incompetent, agent to title insurance company and/or designated issuing attorney to title insurance company or other fiduciary, or similar agent or advisor provided always that in cases where no portion of the fee for legal services associated with such work inures to the benefit of the FIRM, a portion of the fee for non legal services (if a fee is charged) associated with such work shall inure to the benefit of the FIRM.

#### II. DEFINITIONS:

- 1. The term "the FIRM" shall mean the persons carrying on business under the name as stated in Item 2 of the Schedule herein and shall also include their predecessors in business as stated in Item 3 of the Schedule.

## CGNMB LLP

2. The term "INSURED" shall mean each of the following:
- (a) The FIRM
  - (b) The partners of the FIRM and any other person or persons who may at any time and from time to time be a partner in the FIRM;
  - (c) Partners no longer in the FIRM and/or the estates of deceased partners who were partners in the FIRM at the time of the ACT;
  - (d) The FIRM'S EMPLOYEES as hereinafter defined (and/or estates of deceased EMPLOYEES) or former EMPLOYEES (and/or estates of deceased former EMPLOYEES), but only in respect of any ACT committed in the course of their employment by the FIRM in the conduct of the FIRM'S business, or as provided in Insurance Clause I (B);
  - (e) Persons designated "counsel" (and/or estates of deceased counsel) to the FIRM but only in their capacities as such, or as provided in Insuring Clause I (B);
  - (f) Former partners and EMPLOYEES in respect of services performed on behalf of the FIRM subsequent to retirement or other withdrawal from the FIRM.
3. The term "ACT" shall mean any act, error, or omission whether of acts, facts, law or otherwise or breach of contract or duty or libel or slander or any allegation thereof.
4. The term "EXCLUDED ACT" shall mean any ACT committed by an individual INSURED for the consequences of which coverage does not extend to that INSURED under the terms, conditions, limitations and exclusions of this policy.
5. The term "EMPLOYEE" shall include any person whom the FIRM wishes to be regarded as an employee for the purpose of this Policy, even if such person is not actually an employee.

### III. EXCLUSIONS:

This Policy excludes:

1. Any claim or circumstances in respect of which the INSURED, before the commencement of this Policy, have given written notice to the insurers on any other policy in force previous hereto;

**CGNMB LLP**

2. Any claim other than those excluded by EXCLUSION 1 above, for which the INSUREDS are entitled to collect hereunder which is insured by any other policy or policies, except in respect of any excess beyond the amount or amounts of payments under such other policy or policies;
3. Any claim arising out of any INSURED acting in his/her capacity as director and/or officer;
4. Any claim alleging the fraud or dishonesty of any INSURED if a final judgment or other final adjudication thereof shall establish that active and deliberate fraud or dishonesty was committed by such INSURED with actual fraudulent or dishonest purpose and intent, and was material to the claim made. However, nothing contained in the foregoing shall exclude coverage to the FIRM, or to any other INSURED who was not so adjudged to have committed such EXCLUDED ACT as described above.;
5. Any claim for bodily injury to, or sickness, disease or death of any person, or injury to or destruction of any tangible property, arising out of ACTS of the INSUREDS.
6.
  - i. Any claim for fines, penalties, punitive or exemplary damages, imposed by a judgment or any other final adjudication. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this Policy which also demands such fines, penalties, punitive or exemplary damages;
  - ii. Any award of treble or other multiple damages pursuant to any statute or law, except that the compensatory amount of such award, prior to being multiplied, shall be deemed covered if the ACTS giving rise to claim upon which such compensatory award is based are otherwise covered by this Policy. However, this exclusion shall not apply to costs, charges and expenses incurred in the defence of any claim otherwise covered by this policy solely by reason of the fact such claim demands treble or other multiple damages.
7. Any liability arising out of professional services rendered or which should have been rendered:
  - (a) in whole or in part by, in the name of or on behalf of an Association or
  - (b) in whole or in part by one or more of the member law firms of an Association other than the Insured

## CGNMB LLP

For the purposes of this Exclusion, an Association shall mean:

- (i) any association whose name or business style is held out to the public
- (ii) any international partnership, and
- (iii) any joint partnership

constituted by the Insured with one or more other law firms which are not insured under the policy for the purposes of rendering professional services, marketing professional services, client referrals and/or staff development and education.

8. NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and

## CGNMB LLP

- (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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## CGNMB LLP

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

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

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

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

01/4/96  
NMA 1978a

### 9 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.

## CGNMB LLP

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 Insurers 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 Insured.

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

08/10/01  
NMA 2918

#### IV. CONDITIONS:

##### 1. Limits

The limit of liability of the Insurer shall not exceed the sum stated in the Schedule (herein referred to as the SUM INSURED) for all claims made against all INSUREDS during each period of insurance, including costs, charges and expenses incurred in connection with any claim, subject to the terms, conditions, exclusions and limitations of this Policy.

All claims arising out of the same ACT or related ACTS covered hereunder shall be considered a single claim.

##### 2. Retention:

In respect of any claims covered hereunder, this Policy is only to pay the excess of the RETENTION stated in Item 9 of the Schedule, in respect of each and every claim including costs, charges and expenses. It is understood and agreed that if the INSUREDS are required by law or regulation to purchase separate insurance under a Compulsory Bar Program, this Policy, subject to its terms, conditions and limitations, shall pay excess of either:

1. The RETENTION stated in the Schedule

Or

2. The amounts of any recoveries under such separate insurance and/or any other applicable Law Society Program purchased either on a mandatory basis or at the Insured's discretion.

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## CGNMB LLP

### WHICHEVER IS GREATER

The amount of any recoveries under such separate insurance shall apply as though borne by the INSUREDS.

### 3. Cancellation Clause and Extended Reporting Period:

This policy is non-cancelable during the Period of Insurance as stated in the Schedule except:

1. By mutual consent:
2. By the Insurer if :
  - (a) The Canadian Lawyers Liability Assurance Society (CLLAS) is dissolved; or
  - (b) The Insured Firm is dissolved or merges with a firm outside of the CLLAS program and discontinues the CLLAS underlying protection; or
  - (c) The INSURED has failed to pay a premium when due or has failed, after demand, to reimburse the Insurer such amounts as the Insurer had paid in settlement or satisfaction of claims or judgment in excess of the applicable limit of the Insurers liability.

In the event of the above, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the FIRM at the address shown in this Policy stating when not less than 30 (thirty) days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice by the Insurer shall be equivalent to mailing.

## CGNMB LLP

3. If the Insurer cancels, the computed pro rata cancellation of the annual premium will be charged to the INSURED. If the Insurer shall refuse to renew this Policy, the INSURED shall have the right, in consideration of an additional premium equal to 150% of the annual premium for this policy to any extension of the cover granted by this Policy to apply, subject to its terms, conditions, exclusions and limitations, to Claims first made against the INSURED during the period of 12 calendar months after the expiry date but only when such Claim arises out of Professional Services rendered prior to the expiry date. To exercise this right the INSURED must give notice in writing (together with payment of the additional premium) not later than 30 days after the expiry date. In the event of failure by the INSURED to give such notice, the INSURED shall not at a later date be entitled to give such notice. The mailing of notice by the INSURED by registered mail to the Insurer shall be sufficient proof of notice. For the purpose of establishing the Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Sum Insured of this Policy as stated in Item 8 of the Declarations, which limit shall apply to the Last Period of Insurance and the extended reporting period taken together.

4. Partnership Dissolution Extension

In the event of the dissolution of the FIRM hereunder during the Policy Period, the Insurer hereby agrees in consideration of the payment of an additional premium of 150% of the last annual premium paid for this Policy, to extend coverage granted by this Policy, subject to its terms, conditions, exclusions and limitations to any Claim first made against the FIRM during the period of 12 calendar months after the date of dissolution but only when such Claim arises out of Professional Services rendered prior to the date of dissolution. This right is conditional upon the FIRM giving notice in writing not later than 30 days after such date of dissolution (together with payment of the additional premium).

In the event of failure by the FIRM to give such notice prior to such date, the FIRM shall not at a later date be entitled to invoke this extension. The mailing by the FIRM by registered mail of notice to the Insurer shall be sufficient proof of notice. For the purposes of establishing the Insurer's Limit of Liability under this extended reporting period, the period of 12 months referred to herein shall not in any way increase the Limit of Liability of this Policy, which limit shall apply to the last applicable Period of Insurance and the extended reporting period taken together.

## CGNMB LLP

### 5. Arbitration

In the event of any dispute between the INSURED and the Insurer respecting any matter arising from or in relation to this Policy, such dispute shall be referred to arbitration before a single arbitrator as mutually agreed upon by the INSURED and the Insurer. The INSURED and the Insurer further agree that the procedure to be followed in every arbitration under this condition shall be set and determined with the arbitrator appointed by the INSURED and the Insurer in accordance with the *Arbitration Act, 1991* (Ontario).

### 6. Claims Procedures:

- A. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall give the Insurer written notice of any claim made against any INSURED as soon as practicable, but in no event later than the end of the Period of Insurance.
- B. If during the Period of Insurance, the INSURED becomes aware of a specific act, error or omission which is reasonably expected to be likely to give rise to a claim and the INSURED seek indemnity for such claim, then, as a condition precedent to their right to indemnity under this Policy, the INSURED must during the Period of Insurance give written notice to the Insurer of:
1. the specific act, error or omission of the relevant INSURED;
  2. the reasons for anticipating the likelihood of a claim;
  3. the identity of the potential claimant;
  4. the amount of actual or potential damages; and
  5. how and when the INSURED first became aware of such specific act, error or omission.

If such details are provided in full then any claim subsequently made against the INSURED arising out of such specific act, error or omission, shall be deemed to have been made at the time such notice was received by the Insurer.

- C. The INSURED shall give notice under this clause to the Insurer (via the INSURED'S broker or other agent only) at the address specified in the Schedule. Notice shall be deemed reported on the date and at the time of receipt by the Insurer.

**CGNMB LLP**

- D. The INSURED, as a condition precedent to their right to indemnity under this Policy, shall, at their own cost, co-operate with the Insurer and provide such assistance and information as the Insurer may reasonably request.
- E. The INSURED shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

**7. Costs:**

Insurers agree that they will pay costs, charges and expenses incurred in connection with the defense of any claims covered hereunder, subject to the following conditions:

- i. If the claim made against the INSUREDS is disposed of without payments, Insurers will pay all costs, charges and expenses in excess of the RETENTION but not exceeding the SUM INSURED;
- ii. The cost of any appeal, attachment or similar bonds required to be furnished in connection with the contest of any claims covered hereunder is included in the term "costs, charges and expenses", and the INSUREDS shall not be required to give security for such bonds.

**8. Other Conditions:**

- a. If the INSUREDS shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- b. Payments by the Insurer, if any, shall be made in Canadian Dollars.

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## CGNMB LLP

9. Subrogation:

Any individual INSURED who commits an EXCLUDED ACT shall cease to be an INSURED under this Policy for all purposes relating to the loss caused or alleged to have been caused thereby, and Insurers shall be entitled to have and to exercise all rights of subrogation against such individual as a third party. In the event that such individual is nonetheless deemed by law to remain an INSURED for these purposes, then coverage shall only extend under this policy in respect of the loss caused by the EXCLUDED ACT to the extent that such loss exceeds the value of the individual INSURED'S assets in the FIRM.

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## CGNMB LLP

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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NMA 2852

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## CGNMB LLP

### SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

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

LMA 5028

10/08/06

## CGNMB LLP

### CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

#### **Right to Be Informed**

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

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

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

#### **Responsibility to Ask Questions and Share Information**

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

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## CGNMB LLP

### Right to Complaint Resolution

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

### Responsibility to Resolve Disputes

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

### Right to Professional Service

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

### Right to Privacy

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

10/12  
LSW 1565C

**CGNMB LLP****LLOYD'S****LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

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

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

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

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

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

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

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

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

Toll Free: 1-877-525-0337

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## CGNMB LLP

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

09/14

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## CGNMB LLP

### FOREIGN LAW PRACTICES ENDORSEMENT

In accordance with II. DEFINITION 2. this insurance is extended to cover the following individuals for their practice of Foreign law, whilst performing these services solely for the Insured, as shown below:

#### Former Foreign Law Practitioners

Yongliang Zhang for the practice of Chinese Law

Retroactive Date: 1st July, 2009

Claudia Quinzio for the practice of Chilean Law

Retroactive Date: 14th February 2013

Katherine Xiulan (Katherine Hua) for the practice of Chinese law

Retroactive Date: 25th February 2013

Raquel Quaresma as a Foreign Advisor

Retroactive Date: 1st July 2013

Juan Pablo for the practice of Chilean Law

Retroactive Date: 14th April 2011

Anastasia Mamay for the practice of Russian Law

Retroactive Date: 7th February 2012

All other terms and conditions remain unchanged.

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## CGNMB LLP

### SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. This clause will be effective except where it contravenes Canadian Laws.

LMA 3100 (amended for use in Canada)

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## CGNMB LLP

### PREMIUM PAYMENT WARRANTY

IT IS WARRANTED that all Premiums due to the Insurers under this insurance contract are paid within 45 days from Inception.

Non-receipt by Insurers of such premiums by Midnight on the Premium Due date shall render this insurance contract void with effect from Inception.

LSW 585  
(11/93)

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## CGNMB LLP

### INFORMATION

The following Information was provided to insurers to support the assessment of the risk at the time of underwriting:

Application Form dated: 22nd June 2015, with various supplements attached.

Claims details as per Cooper Gay & Co. Ltd records dated: 24th June 2015.

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PAGE 1 OF 4

# CGNMB LLP

## SECURITY SECTION

### (RE)INSURERS LIABILITY:

### (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".

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# CGNMB LLP

## (RE)INSURERS

### LIABILITY:

(continued)

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.

LMA 3333

21st June, 2007.

## ORDER

### HEREON:

100% of 100%.

## BASIS OF

### WRITTEN LINES:

Percentage of whole.

## SIGNING

### PROVISIONS:

Signing Provision Clause - Without Disproportionate Signing, as attached.

## WRITTEN LINES:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

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PAGE 3 OF 4

# CGNMB LLP

## SIGNING PROVISIONS

### WITHOUT DISPROPORTIONATE SIGNING

#### 1) Placement completed prior to Inception

In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" or equivalent will be allocated in full and all other lines will be signed down proportionately to complete the balance of the order without further agreement of any of the insurers.

If the lines written and accepted by insurers "To Stand" or equivalent exceed 100% of the order then a proportional signing between all insurers will apply.

#### 2) Placement started prior to Inception, but completed after Inception

In the event that the placement of the order is not completed by the inception date then all lines written by inception date will be signed in full.

All lines written after the Inception Date (taken in chronological order of receipt of confirmation of written line) will be deemed to be "Signed in Full" until the full Order placement is achieved. If the insurer's line that completes the placement (even if specified to be "To Stand"), makes the total written lines exceed 100% of Order, then that insurers' line will be signed down to the amount of difference between the total of all previously written lines and 100% of Order.

#### 3) Placement started after Inception

All lines written after the Inception Date (taken in chronological order of receipt of confirmation of written line) will be deemed to be "Signed in Full" until the full Order placement is achieved. If the insurer's line that completes the placement (even if specified to be "To Stand"), makes the total written lines exceed 100% of Order, then that insurers' line will be signed down to the amount of difference between all previously written lines and 100% of Order.

## IMPORTANT NOTE

The signed lines resulting from the application of any of the above provisions can be varied, before or after inception date (if after inception then effective date can be retroactively agreed back to Inception), by the documented agreement of the (re)insured and all insurers whose lines are affected by the variation. Such a variation will take effect only when *all* affected insurers have agreed.

Until such time as all affected insurers have agreed the variations, then all prior signing provisions under this section shall apply.

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# CGNMB LLP

SIGNED LINE(S) %	WRITTEN LINE(S)
100.000%	<p>100%.</p> <p><b>Pembroke</b> <sup>PEM</sup> 4000</p> <p>05572VLSAA</p> <p>T. A. B. H. GLOVER &amp; OTHERS</p> <p><u>DNN</u> <u>S:lf</u></p> <p>Rem<sup>2</sup> 07 15</p>



# Lloyd's Insurance

Effected through

Beazley Pte Limited

138 Market Street, #03-04  
Capita Green  
Singapore 048946

T +(65) 6576 6288

F +(65) 6636 1216

[www.beazley.com](http://www.beazley.com)

**This is to Certify** that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

**In Witness** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

Policy for

McMillan LLP

Issued by Beazley Pte Limited acting on behalf of:

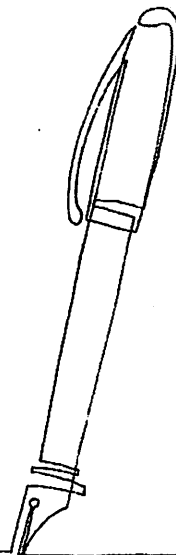
Beazley Syndicate 2623/623 at Lloyd's

138 Market Street  
#03-04, CapitaGreen  
Singapore 048946

Phone: +(65) 6576 6288  
Fax: +(65) 6636 1216

[www.beazley.com](http://www.beazley.com)

beazley



## Policy schedule

BINDER AGREEMENT REFERENCE: B6012SINGEO16

POLICY NUMBER: W0550416PNPS

TYPE: Professional Indemnity

ASSURED: McMillan LLP

ADDRESS: 3502, Tower 2, Lippo Centre, 89 Queensway, Hong Kong

PERIOD OF INSURANCE: Effective from: 19 February 2016  
To: 18 February 2017  
Both days inclusive, and for such further period or periods as may be mutually agreed upon.

TERMS AND CONDITIONS: Beazley Standard APUA PI Form  
Appointment Exclusion  
Performance Exclusion  
Sanction Limitation and Exclusion Clause LMA 3100  
Known Claim Exclusion (as expiry)  
Excluding and Claim arising out of any services performed and/or advice given pertaining to Hong Kong Law  
Excluding any Claim arising out of any work undertaken outside Hong Kong  
Extensions: Libel & Slander, Dishonesty of Employees, Loss of Documents, Infringement of Copyright and Reinstatement Clause  
Date of Proposal: 06.01.2016

PROFESSION: Registered Foreign Law Firm/Lawyers in Hong Kong

TERRITORIES: Worldwide excluding USA and Canada

LIMIT OF INDEMNITY: HKD 20,000,000.00 any one claim

EXCESS: HKD 250,000.00 each and every claim (costs inclusive)

RETROACTIVE DATE: 19 February 2009 excluding any known claims and circumstances

PREMIUM: HKD 210,000.00

Signature:



Dated in Singapore:

FEBRUARY 10, 2016

Beazley Pte Limited is a service company that is part of the Beazley group of companies. Beazley Pte Limited is regulated by the Monetary Authority of Singapore in its capacity as a Lloyd's coverholder under the Lloyd's Asia regulations. Beazley Pte Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 623 and 2623 which are managed by Beazley Furlonge Limited which is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as an insurer.

Beazley Pte Limited is a member of Beazley Group.  
Registered in Singapore No: 200611993M



Underwritten by Beazley syndicates at Lloyd's\*

## PROFESSIONAL INDEMNITY POLICY

### PREAMBLE

In consideration of the Assured having made a Proposal to Beazley Pte Limited (hereinafter referred to as the Underwriters) containing particulars and statements which are to be considered as incorporated in this Policy, and having paid the premium stated in the Schedule, Underwriters will indemnify the Assured in accordance with and subject to the limitations, terms and conditions and endorsements of this Policy.

### INDEMNITY CLAUSE

Underwriters will, subject to the following limitations, terms and conditions and endorsements:

indemnify the Assured against any Claim which may be made against the Assured and notified to Underwriters during the Period of Insurance for actual or alleged breach of professional duty in the profession stated in the Schedule by reason of any negligent act, error or omission committed or allegedly committed by or on behalf of the Assured after the retroactive date stated in the Schedule.

### COSTS AND EXPENSES

Underwriters also agree to pay all costs and expenses incurred in the investigation, defence or settlement of any Claim which falls to be dealt with under this Policy.

### LIMIT OF UNDERWRITERS' LIABILITY

Provided always that Underwriters' total aggregate liability under this Policy shall not exceed the Limit of Indemnity specified in the Schedule in respect of all Claims (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of all Claims) made against the Assured during any one Period of Insurance.

### EXCESS CLAUSE

Provided further that Underwriters shall only be liable for that part of each and every Claim (which for the purpose of this clause shall be deemed to include all costs and expenses incurred in the investigation, defence or settlement of any Claim) which exceeds the amount of the Excess stated in the Schedule.

For the purpose of this clause "Claim" shall also mean all Claims attributable to or arising out of the same cause or event.

If any expenditure is incurred by Underwriters which by virtue of this clause is the responsibility of the Assured then such amount shall be reimbursed to Underwriters by the Assured forthwith.

\* Beazley Pte Limited is a service company that is part of the Beazley group of companies. Beazley Pte Limited is regulated by the Monetary Authority of Singapore in its capacity as a Lloyd's coverholder under the Lloyd's Asia regulations. Beazley Pte Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 623 and 2623 which are managed by Beazley Furlonge Limited which is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as an insurer.





## **CLAIMS**

All Claims made against the Assured which are attributable to or arise out of the same cause or event shall be regarded as one aggregated Claim and the Underwriters' total liability under this Policy for the aggregated Claim shall not exceed the Limit of Indemnity.

## **LEGAL PERSONAL REPRESENTATIVES**

In the event of the death of any Assured Underwriters will, in respect of the liability incurred by the Assured, indemnify the Assured's legal personal representatives in the terms of this Policy provided that such legal personal representatives shall, as though they were the Assured, observe, fulfil and be subject to the terms, conditions and exclusions of this Policy insofar as they can apply.

## **EXCLUSIONS**

This Policy will not indemnify the Assured against any Claim:

### **1. CONTRACTUAL LIABILITY**

in respect of liability imposed upon the Assured pursuant to any contract if such liability would not have been imposed upon the Assured in the absence of any such contract; or for fines, penalties or exemplary damages of any description, or

### **2. LEGAL JURISDICTION**

where action for damages is brought in a court of law outside the territories specified in the Schedule, or where action is brought in a court of law within those territories to enforce a foreign judgement whether by way of Reciprocal Agreement or otherwise, or

### **3. EMPLOYERS LIABILITY**

arising directly or indirectly from bodily injury, sickness, disease or death sustained by any person arising out of and in the course of his/her employment by the Assured under any contract of service or apprenticeship, or for any breach of any obligation owed by the Assured as an employer to any employee, or

### **4. PRIOR CIRCUMSTANCES**

made against the Assured prior to the commencement of the Period of Insurance nor in respect of any claim(s) or circumstance(s) notified under any previous policy nor in respect of any claim(s) or circumstance(s) which might give rise to a Claim which was known to the Assured prior to the commencement of the Period of Insurance or which is stated on the proposal form, declaration or underwriting information being the basis of this insurance.

(This exclusion relates to the negligent act, error or omission from which the claim(s) or circumstance(s) known to the Assured arises, irrespective of how, or whether, that claim(s) or circumstance(s) is declared to Underwriters.), or



## 5. WAR AND TERRORISM

for loss, damage or liability directly or indirectly occasioned by 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;

- (i) 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
- (ii) any act of terrorism.

For the purpose of this exclusion 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 exclusion includes 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 (i) and/or (ii) 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect, or

## 6. NUCLEAR ASSEMBLIES

for loss, damage or liability directly or indirectly occasioned by or caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission, or

## 7. ASSURED DUTIES

made against them which relates to any duty or obligation assumed by the Assured which is not assumed in the normal conduct of the Assured's profession as stated in the Schedule, or

## 8. DISHONESTY

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of the Assured, or

## 9. DEFAMATION

alleging libel or slander, or

## 10. INFRINGEMENT

alleging infringement of copyright, patents, registered designs, trade marks or passing-off, or

## 11. PRODUCTS

arising out of or relating to goods or products, sold, supplied, repaired, altered, manufactured, installed or maintained by the Assured or any related company or by sub-contractors of the Assured, or



**12. INSOLVENCY/BANKRUPTCY OF ASSURED**

arising out of or relating directly or indirectly from the insolvency or bankruptcy of the Assured, or

**13. SEEPAGE AND POLLUTION**

based upon, arising out of or relating directly or indirectly from or in consequence of or in any way involving, seepage, pollution or contamination of any kind, or

**14. MOULD AND ASBESTOS**

arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- (i) asbestos, or any materials containing asbestos in whatever form or quantity, or
- (ii) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, or
- (iii) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins, or
- (iv) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins, or

**15. FINES/PENALTIES**

for fines, penalties, punitive, multiple or exemplary damages, or

**16. RETROACTIVE DATE**

first made against the Assured by reason of any negligent act, error or omission committed or alleged to have been committed prior to the retroactive date stated in the Schedule.

**DEFENCE AND SETTLEMENT**

- 1. Underwriters will be entitled to take over and conduct, in the name of the Assured, the defence or settlement of any Claim.
- 2. The Assured will, when instructed by Underwriters pay promptly (or within the terms of any proposed settlement) any Excess amount payable by them under this Policy. Any failure or refusal by the Assured to make such payment will entitle Underwriters to deduct such amount from any amount(s) required to settle any Claim, judgement, order or any other payment to be made by Underwriters under this Policy.
- 3. The Assured will not be required to contest any legal proceedings unless a Queen's Counsel or Senior Counsel (to be mutually agreed upon by the Assured and Underwriters) advises that such proceedings should be contested.
- 4. In the event that Underwriters elect to settle any Claim, Underwriters may discharge its total liability under this Policy by paying the then available Limit of Indemnity to the Assured.

5. In the event that the Assured wishes to continue to contest any Claim which, in the opinion of Underwriters should be settled, then, with the consent of Underwriters the Assured may so elect, provided that Underwriter's liability in respect of any such Claim shall not exceed the amount for which, but for such election, the Claim could have been settled, together with costs and expenses payable in accordance with this Policy and incurred up to the date of such election.
6. Underwriters may, if it believes that any Claim will not exceed the Excess, instruct the Assured to conduct the defence of the Claim, keeping Underwriters advised of developments as they occur. In these circumstances Underwriters will reimburse the Assured for all reasonable defence costs in the event that any payment made to dispose of the Claim by way of damages exceeds the Excess.

### CONDITIONS

1. The Assured will not admit liability for or settle any Claim or incur any costs or expenses in connection with any Claim without the written consent of Underwriters.
2. The Assured will, as a condition precedent to their right to be indemnified under this Policy, give to Underwriters immediate notice in writing of any Claim whether oral or in writing and will, on request, give to Underwriters any information they may reasonably require to investigate the matter notified.

Such notice having been given as required above, any subsequent Claim against the Assured shall be deemed to have been made during the Period of Insurance.

3. Underwriters will be entitled to claim indemnity or contribution at any time in the name of the Assured from any party against whom the Assured may have such rights.
4. The construction, interpretation and meaning of this Policy shall be determined according to the law(s) of Hong Kong and in accordance with the English text as it appears in this Policy.
5. If there are any material changes to the Proposal during the Period of Insurance then the Assured shall promptly inform the Underwriters.
6. This Policy shall terminate thirty days after receipt by the Assured of notice in writing from the Underwriters of their decision to terminate this Policy. Such notice shall be deemed to be duly received in the course of post if sent by prepaid registered post properly addressed to the Head Office of the Assured.
7. The subscribing underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

### DEFINITIONS

1. "Claim" or "Claims" means:
  - (a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third or similar party notice issued against or served on the Assured; or
  - (b) the receipt by the Assured of any written or verbal notice of demand for compensation made against the Assured; or
  - (c) circumstances which are or should, after enquiry, be known to the Assured, and which might give rise to a Claim.

2. **"Limit of Indemnity"** means the sum stated as the limit of indemnity in the Schedule.
3. **"Assured"** means:
  - (a) the company, corporation, statutory authority, association, legal entity, members of the partnership, or person(s) specified in the proposal form, declaration or underwriting information being the basis of this contract; and
  - (b) any person who is, becomes, or ceases to be a principal, partner, director, controlling officer or employee of any entity specified above, but in each case solely in respect of work carried out for and on behalf of that entity; and
  - (c) any predecessor of any entity specified above, but in each case solely in respect of work carried out for and on behalf of that entity.
4. **"Period of Insurance"** means the period stated in the Schedule.
5. **"Excess"** means the excess applicable stated in the Schedule.
6. **"Proposal"** means all information, whether oral or in writing, supplied by the Assured or on the Assured's behalf.

#### COMPLAINTS PROCEDURE

Notice to the Proposer/Assured. Any enquiry or complaint should be addressed in the first instance to your Broker/Beazley Pte Limited. If you are not satisfied with the way a complaint has been dealt with you may ask the Policyholder & Market Assistance at Lloyd's to review your case without prejudice to your rights in law. The address is:

Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London EC3M 7HA  
Telephone: +44 (0)207 327 5693  
Facsimile: +44 (0)207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

**ENDORSEMENTS ATTACHING TO AND FORMING PART OF POLICY NO. W0550416PNPS**

1. It is hereby noted that this Policy will not indemnify the Assured against any Claim arising out of any services performed &/or advice given pertaining to Hong Kong law.
2. It is hereby noted that this Policy will not indemnify the Assured against any Claim arising out of any work undertaken outside Hong Kong.

**3. KNOWN CLAIMS / CIRCUMSTANCES EXCLUSION**

It is understood and agreed that this Policy excludes coverage in respect of Claims and/or circumstances mentioned below:

Claimants:

- 1) Robert Standerwick
- 2) Canadian Renewable Bioenergy Corp

manuend/knownclaims

4. Policy Exclusion 8 is deleted and this Policy is extended to include Dishonesty of Employees as defined herein.

**DISHONESTY OF EMPLOYEES EXTENSION**

Underwriters agree to indemnify the Assured against all sums which the Assured shall become legally liable to pay as a result of any claims/circumstances made against the Assured during the Period of Insurance brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of any employees of the Assured.

(The term Employee shall not be deemed to include any Director of the Assured)

(03/94)  
LSW432



5. Policy Exclusion 9 is deleted and this Policy is extended to include Libel and Slander as defined herein.

**LIBEL AND SLANDER EXTENSION**

Underwriters agree to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any Claim or Claims made against the Assured during the Period of Insurance for Libel or Slander by reason of words written or spoken by:-

- (a) the Assured, or
- (b) any employee of the Assured, or
- (c) any director of the Assured

in or about the conduct of the Assured's business as specified in the Schedule.

(03/94)  
LSW433

6. Policy Exclusion 10 is deleted and this Policy is extended to include Infringement of Copyright, Patent or Registered Design as defined herein.

**INFRINGEMENT OF COPYRIGHT, PATENT OR REGISTERED DESIGN EXTENSION (REB)**

Underwriters agree subject otherwise to the terms, conditions and exclusions of this insurance to indemnify the Assured against all sums which the Assured shall become legally liable to pay as damages and claimants' costs and expenses as a result of any claim or claims made against the Assured during the Period of Insurance alleging infringement of copyright, patent or registered design committed in good faith by:-

- (a) the Assured, or
- (b) any employee of the Assured, or
- (c) any director of the Assured

in or about the conduct of the Assured's business as specified in the Schedule.

(03/94)  
LSW427

7. It is hereby noted and agreed that Exclusions 17 and 18 are added to this Policy.

This Policy will not indemnify the Assured against any Claim:

**17. APPOINTMENTS**

arising from the Assured or any partner or former partner of the Assured or any Employee holding individual appointments as director company secretary executor administrator liquidator receiver or trustee unless such appointments are held in the course of the Business at the Assured's request and provided that all fees or other income derived from such appointments have been included in the fee income declared by the Assured to the Underwriters, or

**18. PERFORMANCE EXCLUSION**

arising out of the failure of an investment to perform:

- (i) to the advantage of the client, or
- (ii) to the advantage of the client to the degree suggested or assumed in any advice or forecast given by the Assured or in the making of any discretionary fund decision by the Assured.

**8. LOSS OF DOCUMENTS EXTENSION**

It is hereby understood and agreed that if during the Period of Insurance the Assured shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Assured, which may now or hereafter be, or be supposed or believed to be, in the custody of the Assured or in the custody of any other person to or with whom such Documents have been entrusted, lodged or deposited by the Assured in the ordinary course of business, have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the Underwriters will indemnify the Assured against

- (a) legal liability which the Assured may incur to any other person in consequence of such Documents being destroyed, damaged, lost or mislaid,
- (b) costs and expenses incurred with the written consent of the Underwriters in the defence or settlement of any Claim to establish liability as described in (a) above.

**Definition**

In this Extension "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media, and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

**Exclusions**

This Extension shall not indemnify the Assured against any liability, costs or expenses

- (a) for which the Assured are entitled to an indemnity under this Policy apart from this Extension,
- (b) for which the Assured are entitled to an indemnity under any other policy or certificate of insurance,

- (c) directly or indirectly occasioned by, happening through or in consequence of war, invasions, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or destruction of or damage to property by or under the order of any government or public or local authority,
- (d) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (e) (i) which arises directly or indirectly by reason of or in connection with fire or explosion occasioned by or happening through or in consequence directly or indirectly of terrorism,
- (ii) loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:
  - (a) civil commotion
  - (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

#### Conditions

1. The Assured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Underwriters, who shall be entitled at any time to take over and conduct in the name of the Assured the defence or settlement of any Claim.
2. The Assured shall, as a condition precedent to their right to be indemnified under this Extension, give to the Underwriters immediate notice in writing of any circumstance which is likely to give rise to a Claim hereunder.
3. Any Claim for costs and expenses incurred by the Assured in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Underwriters with the approval of the Assured.
4. The Underwriters' total liability under this Policy shall not be increased by reason of this Extension.
5. The Assured shall, as a condition precedent to their right to be indemnified under this Extension, keep all Documents in a suitable secure fire proof safe or cabinet outside of normal business hours and shall maintain duplicates of all computer related records off site.

Subject otherwise to the Policy terms and conditions.

c: Loss of Documents (foreign lawyer version)

**9. REINSTATEMENT CLAUSE**

It is agreed that the amount of the reduction in the Limit of Indemnity on account of any Claim or Claims paid or payable hereunder shall be automatically reinstated but such reinstatement sums shall only apply:

- (a) in excess of the total Limit of Indemnity available under this and any Insurance coverage in excess of this Policy;
- (b) in respect of any subsequent Claim or Claims which are totally unrelated to the Claim or Claims by which the original Limit of Indemnity was reduced.

The amount available in respect of any one Claim or series of Claims arising from one cause shall not exceed the Limit of Indemnity.

For the avoidance of doubt, the expressions Limit of Indemnity, Period of Insurance and Claim shall bear the meanings assigned to them in this Policy.

Subject otherwise to the Policy terms and conditions.

reinstat (foreign lawyer version)

**10. SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA 3100

\_\_\_\_\_  
**END**  
\_\_\_\_\_

APPENDIX F

SCHEDULE OF CLAIMS AND NOTICES AS OF DECEMBER 31, 2015

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Name of Firm: McMillan LLP

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2015**  
**All Provinces**

McMillan LLP

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
88-005	BOWMAN	TANENBAUM	01-Jul-87	01-Nov-85	01-Mar-89	6	\$0	\$1,192	\$0	\$1,192	\$0	\$0	\$0	\$0	\$0
88-006	FARQUHARSON	CRESO INVESTMENT	01-Jul-87	01-Oct-86	02-Nov-87	7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-010	MCDERMOTT	LLOYDS BANK CANADA	01-Sep-87	01-Sep-87	01-Nov-87	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-016	ALLPORT	ROY PAPE ET AL	01-Dec-87	01-Sep-78	05-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-021	GRIFFIN	GORDON HILL	01-Jan-88	01-Jul-86	01-Jun-89	8	\$0	\$2,505	\$0	\$2,505	\$0	\$0	\$0	\$0	\$0
88-022	BUTLER	TIMOTHY & PETERSON	01-Oct-87	01-May-87	01-Jul-88	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-024	ROSS	TERRY PHOENIX	01-Mar-88	01-Jan-88	06-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-026	SIMPSON	CHEMICAL BANK	01-Mar-88	01-Apr-87	01-May-88	6	\$0	\$300	\$0	\$300	\$0	\$0	\$0	\$0	\$0
88-046	OSBORNE	SHELL TANKERS (U K)	01-Jun-88	01-Nov-87	01-May-89	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-047	BURKETT	FREDERICK A. GARDNER	01-Jun-88	01-Apr-86	01-Feb-93	6	\$0	\$7,299	\$0	\$7,299	\$0	\$0	\$0	\$0	\$0
89-010	MacDONALD	ONTARIO LTD (797698 & 796	31-Dec-88	31-Oct-88	05-May-95	6	\$0	\$38,757	\$0	\$38,757	\$0	\$0	\$0	\$0	\$0
89-011	SASSO	DONALD McKINNON	01-Jan-89	01-Oct-88	06-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-021	WENTZELL	PENGUIN BOOKS CANADA	05-Mar-89	01-Jul-88	01-Mar-91	6	\$0	\$7,086	\$0	\$7,086	\$0	\$0	\$0	\$0	\$0
89-030	SKAPINKER	KLAUS ROHRICH	01-May-89	01-Feb-87	01-Feb-92	2	\$0	\$878	\$0	\$878	\$0	\$0	\$0	\$0	\$0
89-049	NIXON	THE SOVEREIGN LIFE INSU	16-Jun-89	07-May-86	01-Feb-91	6	\$0	\$874	\$0	\$874	\$0	\$0	\$0	\$0	\$0
89-069	CLARKE	EXTENDER PRD./GRAHM	01-Jun-89	01-Nov-88	20-Jul-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-078	PAYNE/MURPHY	783420 ONTARIO LTD/THE E	01-Jun-89	01-Feb-84	15-Feb-90	6	\$0	\$2,015	\$0	\$2,015	\$0	\$0	\$0	\$0	\$0
89-079	POON	SARAH YAU/ M. O'CONNOR	30-Jun-89		05-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-080	CARNWATH	ELLIOT ROSENBERG	28-Jun-89	07-Apr-89	06-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-092	ARCHIBALD	PARKVIEW PROPERTIES	29-Jun-89	01-Dec-85	15-May-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-096	ROSS	BORG-WARNER ACCEPTAN	29-Jun-89	01-Apr-87	06-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-002	FARQUHARSON	ULTRAMAR CANADA INC.	22-Aug-89	01-Aug-81	06-Apr-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-018	PAYNE	ANNE W. CHURCH	05-Dec-89	28-Mar-89	01-Dec-92	6	\$0	\$21,295	\$0	\$21,295	\$0	\$0	\$0	\$0	\$0
90-030	ROSENBAUM	EMIX HOLDINGS LTD, EMIX	01-Jan-90	24-Nov-88	01-Feb-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2015**  
**All Provinces**

McMillan LLP

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
90-031	SUTHERLAND	ALLEN DUKE	16-Jan-90	01-Dec-89	31-Dec-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-032	FARQUHARSON	CRESOIN INVESTMENTS	26-Jan-90	15-Jan-84	01-Oct-91	6	\$0	\$7,727	\$0	\$7,727	\$0	\$0	\$0	\$0	\$0
90-061	BUDD	DON YOUNG	15-May-90	10-Nov-88	12-Nov-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-063	JAMESON	ESTATE OF ANGUS MCINTO	27-Apr-90	15-Jun-86	01-Jun-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-064	WENTZELL	TRAFALGAR CAPITAL INFO	27-Apr-90	07-May-87	01-Aug-92	6	\$0	\$14,505	\$0	\$14,505	\$0	\$0	\$0	\$0	\$0
90-065	KENT	ROYAL BANK OF CANADA	25-May-90	01-Jan-89	01-Jun-91	6	\$0	\$1,362	\$0	\$1,362	\$0	\$0	\$0	\$0	\$0
90-066	KRONBY	PATRICIA C. HOUSTON	15-Apr-90	01-Jan-89	01-Jan-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-067	MURPHY	ROYAL BANK OF CANADA	01-May-90	01-Dec-88	01-Jun-92	6	\$0	\$2,958	\$0	\$2,958	\$0	\$0	\$0	\$0	\$0
90-068	FARQUHARSON	CRESOIN/ SHEROBBE WEST	30-Apr-90	31-Mar-83	27-May-99	5	\$460,270	\$44,200	\$0	\$521,372	\$0	\$0	\$0	\$0	\$0
90-084	KENT	ROYAL BANK OF CANADA/U	15-May-90	15-Mar-89	01-Oct-90	6	\$0	\$320	\$0	\$320	\$0	\$0	\$0	\$0	\$0
90-093	TUNLEY	ARMACORP 4-7 LTD	31-May-90	31-Oct-88	30-Jun-94	6	\$0	\$1,220	\$0	\$2,309	\$0	\$0	\$0	\$0	\$0
90-094	KAZANJIAN	ARGRISTOR CREDIT CORP	02-Jun-90	15-Jan-86	01-Nov-91	6	\$0	\$1,284	\$0	\$1,284	\$0	\$0	\$0	\$0	\$0
90-095	ANDERSON	ROYAL BANK OF CANADA/C	28-Jun-90	01-May-87	01-Nov-91	6	\$0	\$1,262	\$0	\$1,262	\$0	\$0	\$0	\$0	\$0
91-001	KRONBY	ANNE CLAIRE BREWER	04-Jul-90	01-Feb-90	01-Mar-91	6	\$0	\$518	\$0	\$518	\$0	\$0	\$0	\$0	\$0
91-021	TRINASTICH	MERCEDES-BENZ CANADA I	01-Sep-90	01-Aug-90	01-Apr-92	6	\$0	\$650	\$0	\$650	\$0	\$0	\$0	\$0	\$0
91-037	WENTZELL	MARGARET SINCLAIR	01-Nov-90	01-Jun-90	01-Sep-91	6	\$0	\$519	\$0	\$519	\$0	\$0	\$0	\$0	\$0
91-043	THERIAULT	SUNQUEST VACATIONS LIM	01-Nov-90	01-Mar-90	01-Jun-91	4	\$0	\$3,326	\$0	\$3,326	\$0	\$0	\$0	\$0	\$0
91-071	DUNLOP	ZENITH RADIO CANADA	01-Feb-91	18-Dec-90	01-Aug-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-072	ROSENBAUM	CENTARA CORPORATION (s	26-Feb-91	01-Dec-90	01-Oct-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-132	ROSS	MAPROP INVESTMENTS	28-Jun-91	29-Sep-88	07-Mar-94	6	\$0	\$1,651	\$0	\$1,651	\$0	\$0	\$0	\$0	\$0
91-133	MCDONNELL	CRESOIN INVESTMENTS	30-Jun-91	30-Jun-85	30-Sep-96	6	\$0	\$9,166	\$0	\$9,166	\$0	\$0	\$0	\$0	\$0
91-134	McLOUGHLIN	CANADA TRUST CO./CANAD	18-May-91	30-Apr-88	01-Dec-91	5	\$7,500	\$1,025	\$0	\$8,525	\$0	\$0	\$0	\$0	\$0
91-148	SUTHERLAND	JOHN AND DIANE BROOKS	31-May-91	30-Nov-89	30-May-95	6	\$31,000	\$22,036	\$0	\$54,872	\$0	\$0	\$0	\$0	\$0
92-022	KOEHNEN	CROTHERS LIMITED	24-Sep-91	07-Aug-90	01-Dec-92	6	\$0	\$1,827	\$0	\$1,827	\$0	\$0	\$0	\$0	\$0

Date Printed February 3, 2016

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**Open and Closed Claims Bordereau**  
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**All Provinces**

McMillan LLP

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92-023	GERMANAKOS	DAVID RALPH/ROBERT SAN	01-Oct-91	17-May-91	01-Dec-92	6	\$0	\$2,446	\$0	\$2,446	\$0	\$0	\$0	\$0	\$0
92-029	GRAHAM	DENON CANADA INC.	25-Nov-91	03-Oct-91	01-May-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-030	HORTON	CROWN TRUST ET AL	21-Nov-91	01-Sep-86	21-Jan-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-045	MURPHY	ROYAL BANK	30-Nov-91	31-Aug-88	01-Oct-94	6	\$0	\$9,662	\$0	\$9,662	\$0	\$0	\$0	\$0	\$0
92-055	T.B.A.	TRITEN CORPORATION	01-Dec-91	01-Sep-90	01-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-059	JACOBS	PIERREPONT BANCORP	01-Aug-91	01-Jul-90	01-Jul-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-077	YAKSICH	CIBC- 847668 ONTARIO LIMI	01-Oct-91	09-Sep-91	01-Dec-92	6	\$0	\$2,912	\$0	\$2,912	\$0	\$0	\$0	\$0	\$0
92-126	HIRSH	GRAFTON GROUP LIMITED/	10-Apr-92	20-Mar-91	01-Jan-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-138	MACCHIONE	NANCY ANN SCOTT-ANSLE	13-May-92	17-Jun-91	11-Feb-92	6	\$0	\$1,293	\$0	\$1,293	\$0	\$0	\$0	\$0	\$0
92-144	NIXON	CRESO DEVELOPMENTS L	14-May-92	30-May-89	01-Aug-92	4	\$0	\$2,048	\$0	\$2,048	\$0	\$0	\$0	\$0	\$0
92-155	KENT	BRUCE ROBERTSON & ASS	05-May-92	01-Oct-89	01-Dec-92	6	\$0	\$336	\$0	\$336	\$0	\$0	\$0	\$0	\$0
92-167	LOUGHRIN	BAYVIEW MIC LIMITED DIR	30-Jun-92	31-Oct-91	29-Jul-94	6	\$0	\$0	\$0	\$1,743	\$0	\$0	\$0	\$0	\$0
92-168	JACOBS	JAMES A. CREIGHTON	29-Apr-92	10-Mar-92	01-Feb-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-169	NIXON	THOMAS G. MCCARTHY	25-Jun-92	11-Jun-92	01-Aug-92	6	\$0	\$856	\$0	\$856	\$0	\$0	\$0	\$0	\$0
92-170	ROSS	TONG'S STRATEGICS INT'L I	26-Jun-92	01-Oct-90	30-Jun-93	6	\$0	\$3,098	\$0	\$3,098	\$0	\$0	\$0	\$0	\$0
92-171	KRONBY	IAN ROSS PELMAN	30-Jun-92	31-Jan-90	04-Apr-95	6	\$0	\$1,013	\$0	\$1,013	\$0	\$0	\$0	\$0	\$0
92-178	MURPHY	ROYAL BANK	30-Nov-91	31-Aug-88	01-Nov-94	6	\$0	\$9,662	\$0	\$9,662	\$0	\$0	\$0	\$0	\$0
92-182	IADELUCA	MARGARET DeBARROS	26-Feb-92	24-Jul-90	25-Sep-92	5	\$4,500	\$0	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0
93-008	BOWMAN	MEEL, MUTUAL, MUTUAL M	21-Aug-92	24-Mar-92	27-Sep-93	6	\$0	\$844	\$0	\$844	\$0	\$0	\$0	\$0	\$0
93-024	GIBSON	MAG DRYWALL LTD./ROYAL	14-Oct-92	21-Sep-92	30-Jun-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-037	WONG	HONDA CANADA FINANCE I	30-Nov-92	31-Oct-91	30-Jun-94	6	\$0	\$4,881	\$0	\$4,881	\$0	\$0	\$0	\$0	\$0
93-073	HORTON	Desarrollos del Futuro/Millhous	31-Mar-93	28-Feb-93	30-Jun-94	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-079	PETERSON	ERNST & YOUNG INC.	05-Mar-93	23-Dec-92	31-May-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-129	PAYNE	Royal Bk of Canada	30-Jun-93	30-Aug-85	08-Aug-94	7	\$9,168	\$14,315	\$0	\$23,483	\$0	\$0	\$0	\$0	\$0

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93-130	HIRSH	HongKong Bk of Canada	30-Jun-93	01-Aug-88	31-Dec-94	6	\$0	\$1,023	\$0	\$1,023	\$0	\$0	\$0	\$0	\$0
93-131	MILLIGAN	Hilco Trading Company Inc.	30-Jun-93	31-Mar-93	20-Sep-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-024	ELENBAAS	Labelmasters Canada Inc.	21-Sep-93	01-Mar-93	20-Jan-95	6	\$0	\$0	\$0	\$1,065	\$0	\$0	\$0	\$0	\$0
94-082	ROSENBAUM	KEMP FAMILY/KEMP HOLDI	07-Jan-94	13-Feb-90	11-Nov-98	2	\$0	\$176,659	\$0	\$176,659	\$0	\$0	\$0	\$0	\$0
94-089	Craig	Ekco Canada	09-Mar-94	01-Dec-87	12-Sep-94	6	\$0	\$0	\$0	\$742	\$0	\$0	\$0	\$0	\$0
94-091	CRAIG	ESTATE OF MARGARET E.	09-Mar-94	01-Jan-94	22-Feb-95	6	\$0	\$444	\$0	\$444	\$0	\$0	\$0	\$0	\$0
94-095	MCNEE	MICHELIN TIRES (CANADA)	28-Mar-94	01-Dec-93	21-Feb-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-096	MEZEI	TOSHIBA MACHINE CO. CD	31-Mar-94	01-Sep-93	26-Jan-95	6	\$0	\$0	\$0	\$1,383	\$0	\$0	\$0	\$0	\$0
94-132	McDonnell	Corp Planagex (Cross et al)	09-Feb-94	01-Oct-85	31-Dec-06	5	\$0	\$486,358	\$0	\$486,358	\$0	\$0	\$0	\$0	\$0
94-132a	McDonnell	Corp Planagex	09-Feb-94	01-Jan-86	19-Jan-99	6	\$0	\$0	\$0	\$802	\$0	\$0	\$0	\$0	\$0
94-140	Halpern	Libby Geller & Ontario Special	30-Jun-94	01-Feb-91	03-Feb-99	6	(\$119)	\$0	\$0	(\$119)	\$0	\$0	\$0	\$0	\$0
94-141	Jacobs	Dr. D. Wilansky and Family Tr	04-Jun-94	01-Dec-89	08-Mar-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-005	Elenbaas	The Clorox Company	05-Jul-94	03-May-94	27-Sep-94	6	\$0	\$0	\$0	\$768	\$0	\$0	\$0	\$0	\$0
95-045	Maidment	Mason Homes Limited et al	19-Oct-94	01-Jan-94	31-Dec-94	6	\$0	\$2,968	\$0	\$2,968	\$0	\$0	\$0	\$0	\$0
95-062	Macdonald	Roland Home Improvement Lt	12-Dec-94	01-Nov-94	01-Feb-99	6	\$0	\$0	\$0	\$886	\$0	\$0	\$0	\$0	\$0
95-068	Trinaistich	Longboat Corporation and/or T	12-Dec-94	25-May-94	13-Jul-95	6	\$0	\$2,673	\$0	\$4,030	\$0	\$0	\$0	\$0	\$0
95-073	Farquharson	Royal Bank of Canada (Bertan	02-Dec-94	01-Feb-92	08-Aug-96	5	\$2,779	\$17,250	\$0	\$21,190	\$0	\$0	\$0	\$0	\$0
95-098	Skapinker	John A. Harrison	31-Mar-95	28-Mar-89	25-Nov-10	6	\$5,152	\$110,568	\$0	\$118,579	\$0	\$0	\$0	\$0	\$0
95-115	Hanna	Holtec International Co.	04-Apr-95	01-Aug-94	21-Jul-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-037	EVANS	STANDARD LIFE ASSURAN	22-Nov-95	01-Nov-95	09-Feb-99	3	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0
96-048	Kronby	Patricia Butler/Chris Baker	27-Jan-95	01-Nov-89	30-Sep-07	4	\$0	\$332,033	\$0	\$332,033	\$0	\$0	\$0	\$0	\$0
96-049	Willis	General Electric Capital Cana	02-Oct-95	29-Sep-94	02-Apr-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-053	Archibald	Kohler Co. and Kohler Ltd.	12-Jan-96	01-Jan-96	04-Oct-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-080	Rowley, Q.C.	Andrew Janover, Nancy Victor	04-Mar-96	11-Aug-95	20-Aug-01	6	\$0	\$5,246	\$0	\$5,246	\$0	\$0	\$0	\$0	\$0

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96-084	Archibald	Kohler Co.	12-Jan-96	21-Dec-95	04-Oct-99	6	\$0	\$1,617	\$0	\$1,617	\$0	\$0	\$0	\$0	\$0
96-109	Graham	Honda Canada Finance Inc.	12-Jun-96	01-Apr-90	12-Mar-98	6	\$0	\$31,142	\$0	\$31,142	\$0	\$0	\$0	\$0	\$0
98-005	Moore	Kit Lin Rebecca Wong	30-Jun-97	18-Jan-94	04-Sep-98	6	\$0	\$0	\$0	\$797	\$0	\$0	\$0	\$0	\$0
98-006	Green	Dana Corporation	13-Aug-97	09-Oct-96	26-Jan-98	5	\$52,500	\$9,358	\$0	\$61,858	\$0	\$0	\$0	\$0	\$0
98-007	Scott	Rosalind Doulhwaite	13-Aug-97	27-Feb-93	29-Oct-97	6	\$0	\$4,440	\$0	\$4,440	\$0	\$0	\$0	\$0	\$0
98-023	Kronby	Barbara Gaic	28-Aug-97	03-Mar-97	01-Mar-99	5	\$26,500	\$0	\$0	\$26,500	\$0	\$0	\$0	\$0	\$0
98-024	Stuart	Gary Kiziak	25-Sep-97	08-Dec-93	26-Feb-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-025	Archibald	Hong Kong Bank of Canada	27-Jun-97	14-Mar-89	20-Apr-00	6	\$0	\$0	\$0	\$2,234	\$0	\$0	\$0	\$0	\$0
98-026	Payne	Juanita Elliott (C & K Mortgag	25-Aug-97	01-Mar-91	30-Oct-01	6	\$0	\$24,869	\$0	\$24,869	\$0	\$0	\$0	\$0	\$0
98-031	Jameson	Estate of Maryan Maxwell	24-Sep-97	01-Aug-89	27-Mar-00	6	\$0	\$3,289	\$0	\$3,289	\$0	\$0	\$0	\$0	\$0
98-034	Moore	Mr. & Mrs. Charles T.W. Chen	20-Oct-97	31-Dec-92	17-Aug-98	2	\$54,604	\$0	\$0	\$56,049	\$0	\$0	\$0	\$0	\$0
98-044	Moore	Mr. Lee(Robert Yu-Chung) an	02-Dec-97	01-Dec-93	11-Dec-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-055	Haney	Joseph Tumino & Tinder Holdi	24-Dec-97		06-Feb-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-076	Green	Parisco Cafes & Restaurants	20-Feb-98	10-Oct-97	10-Aug-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-082	Kronby	Sandra Zinta Nicholl	27-Mar-98	01-Jan-98	15-Jul-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-129	Maidment	Pacific Air Freighters Qld. Pty.	22-Jun-98	01-Feb-98	28-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-130	Higa	GE Capital Equipment Financ	30-Jun-98	31-Dec-96	21-Apr-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-131	Kronby	Shirley Schwartz	22-May-98	05-Sep-89	05-Oct-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-132	Hanna	Walter Schepanow	30-Jun-98	01-Jan-97	09-Sep-99	6	\$0	\$2,880	\$0	\$2,880	\$0	\$0	\$0	\$0	\$0
98-133	Maidment	Anthony Foley	21-May-98	01-Apr-98	16-Nov-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-134	McNee	PT Indonesian Satellite Corp. (	30-Jun-98	12-Sep-97	19-Jan-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-009	Binch	Estate of Isabela Beare et al	05-Aug-98	08-Nov-95	26-Nov-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-039	Vaillancourt	Macros Engineering & Technol	17-Nov-98	04-Sep-98	18-Jun-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-044	Nixon	Daniel Casey/570443 Ontario	01-Oct-98	27-Jun-90	07-Jul-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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99-045	Moore	Chan, Iat Wai and (THE HIS T	30-Oct-98		17-Dec-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-046	Moore	Tong, Kui Kwong Tom/Paulin T	02-Nov-98	13-May-94	05-Oct-99	2	\$26,671	\$0	\$0	\$26,671	\$0	\$0	\$0	\$0	\$0
99-047	Moore	Gillanders, Norman John/Hong	30-Oct-98		17-Dec-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-048	Moore	Wang, Jan Chich/S T Wang Fa	30-Oct-98		17-Dec-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-049	Moore	Tsoi, Lau Sun Chia/Mei Ah Tru	30-Oct-98		17-Dec-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-050	Moore	Wong, Pank Yen/Wong and La	30-Oct-98		17-Dec-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-051	Moore	Lee, Y.C. Robert/Meefo Trust a	30-Oct-98		31-Mar-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-076	Michelle	Gissing Company Ltd	09-Nov-98	31-Dec-97	14-Mar-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-083	Templeton	Raytheon Aircraft Credit Corp.	29-Jan-99	09-Jul-96	13-May-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-089	Osborne	Continuum Australia Ltd/Conti	18-Feb-99	23-Oct-96	12-Apr-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-145	Archibald	Anthony Guidoccio	02-Jun-99	11-Sep-95	14-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-146	Templeton	Anna Broos	21-May-99	26-Aug-99	26-Aug-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-147	Yaksich	713484 Ontario Ltd et al	12-May-99	10-Nov-86	31-Dec-04	6	\$0	\$95,870	\$0	\$95,870	\$0	\$0	\$0	\$0	\$0
99-159	Archibald	Interhealth Canada Limited	30-Jun-99	01-Dec-97	16-Aug-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-006	Jacobs	Leonard Hayward	30-Jul-99		29-Sep-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-012	Richardson	Diane McKeown	15-Jul-99	22-Apr-96	18-Oct-99		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-043	Chester	Canadian Institute of Chartere	30-Sep-99	01-Aug-99	23-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-044	Koehnen	Dr. James Houston	22-Nov-99	12-Aug-99	30-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-045	Scarlett	Seven Seas Petroleum Inc.	20-Oct-99	06-Aug-98	30-Sep-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-085	Macdonald	Peter Shishkov	01-Feb-00	01-Jan-93	16-Feb-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-091	Kronby	Julie Couture	31-Jan-00	23-Feb-98	30-Jun-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-126	Milligan	TD Trust Company	17-May-00	17-Aug-99	16-Feb-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-129	Sasso	Robert J. Toole	31-May-00	03-Nov-99	16-Feb-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-131	McCarthy	Anna Sloan	25-May-00	23-Jul-98	29-Jun-01	6	\$0	\$2,675	\$0	\$2,675	\$0	\$0	\$0	\$0	\$0

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CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2000-132	Kronby	Thomas P. Callon	26-May-00	01-Oct-97	13-Feb-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-135	McCordie	Jasmac Canada/The Long-Ter	15-Jun-00	19-Jun-98	15-Apr-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-098	Macdonald	Daily Bread Food Bank/Gerald	26-Mar-01	05-Oct-98	23-Nov-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-106	Sasso	Michael O'Sullivan/Humane S	19-May-00	15-Jan-01	04-Oct-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-118	Clarke	Sunquest Vacations Limited	02-May-01	01-Mar-00	08-Feb-02		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-130	Murphy	Robert E. Martin	30-Nov-01	25-Oct-89	25-Mar-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-132	Milligan	General Electric Capital Cana	01-Mar-02	19-Sep-01	03-Sep-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-145	Low	KoSa BV and Troy Stanley	21-Mar-02	17-Dec-01	30-Sep-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-213	Wisner	Spill Tech Industries Inc. and	26-Jun-02	20-Jan-02	31-Oct-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-217	Germanakos	ING Wellington Insurance Co	27-Jun-02	01-Aug-99	30-Sep-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-022	Roberts	Estate of George K. Howland	04-Sep-02	01-Mar-00	30-Oct-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-047	Macdonald	Leslie Wittlin and Gowlings (la	21-Oct-02	31-Mar-02	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-065	Milligan	Canrex Group Inc.	08-Nov-02	11-Jan-02	22-Nov-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-134	Templeton	National Bank of Canada	07-Mar-03	08-Apr-01	08-Apr-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-040	Crummey	Stephen Donald, Joe Canavan	31-Oct-03	01-Jul-99	15-Jun-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-041	Jameson	Estate of F.H.M. Jones	05-Nov-02	30-Apr-84	30-Mar-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-055	Dent	Canon Canada Inc. and Image	20-Nov-03	25-Apr-03	25-Feb-05	6	\$0	\$681	\$0	\$681	\$0	\$0	\$0	\$0	\$0
2004-064	Slan	Toronto Children's Safety Villa	15-Dec-03	30-Dec-01	06-Feb-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-142	Maidment	KPMG Inc.	16-Mar-04	01-Mar-01	18-May-07		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-039	Ridout	Estate of Nina and Herbert Br	04-Oct-04		17-Nov-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-043	Clarke	General Electric Capital Cana	27-Oct-04	13-Feb-04	17-Oct-05		\$0	\$766	\$0	\$766	\$0	\$0	\$0	\$0	\$0
2005-044	Iadeluca	Kostas Solomos	23-Dec-04	04-Oct-99	29-Aug-05	2	\$2,140	\$2,355	\$0	\$4,495	\$0	\$0	\$0	\$0	\$0
2005-150	Hearn	Polish National Church of Can	21-Mar-05	01-Jan-05	27-Apr-06		\$0	\$10,297	\$0	\$10,297	\$0	\$0	\$0	\$0	\$0
2006-059	Gray	Frank D'Addario	10-Nov-05		10-May-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2006-133	Roberts	Estate of Paul Penna	25-Apr-06	01-Jun-04	17-Mar-10	6	\$0	\$45,020	\$0	\$45,020	\$0	\$0	\$0	\$0	\$0
2006-152	Crummey	Salvatore Trozzo and Antonia	16-May-06	12-May-06	06-Nov-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-156	Cohen	Societe en Commandite Douz	17-May-06		31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-160	Poster	Mapleridge Capital Corporatio	25-May-06	15-Oct-06	30-Sep-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-167	Borgatti	Candace Ryan	13-Jun-06	08-May-06	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-198	MacDonald	RMS Richter Inc	22-Jun-06	16-Aug-05	05-Dec-06	6	\$91,766	\$11,210	\$0	\$102,976	\$0	\$2,833	\$0	\$0	\$2,833
2007-009	Zylerberg	9145-4041 Quebec Inc. et al	07-Jul-06		11-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-027	Ostoich	MSIL (Garry Hurst - Class Acti	04-Oct-06	01-Mar-05	16-Sep-10	6	\$0	\$38,876	\$0	\$38,876	\$0	\$0	\$0	\$0	\$0
2007-029	Williams / Fei	Eric Chemama	11-Oct-06		30-Nov-06		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-047	Archibald	The Skor Food Group (Globe	15-Nov-06	24-Aug-06	12-Apr-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-146	Senecal	Various firm clients	28-Jun-07		11-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-004	Clarke	Kohler Canada Co.	11-Jul-07		05-Sep-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-044	Poster	Timbercreek Asset Manageme	15-Nov-07		17-Dec-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-051	Opashinov	John Bitove Sr.	31-Aug-07		22-Oct-08	15	\$0	\$1,762	\$0	\$1,762	\$0	\$0	\$0	\$0	\$0
2008-054	Campbell	Michael Green & Eric Stron	27-Nov-07	25-Jul-06	31-Dec-08	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-104	Koehnen	Public Sector Pension Investm	05-Feb-08	19-Oct-07	29-Jul-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-125	Saucier	Kevin Allwood et al	10-Mar-08		27-Aug-09	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-021	Campbell	Stephan Freeman AmeraCan	05-Sep-08		12-Nov-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-097	Archibald	Bedford Resource Holdings Li	19-Dec-08	02-Jan-07	02-Nov-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-182	Chapple	STRM Inc.	07-Jul-09	01-Jun-07	07-Aug-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-070	Friedman	Melvin Schneider (representati	16-Dec-09	05-Dec-05			\$0	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$1,500,000	\$1,500,000
2010-190	Whitcombe	Technicolor Creative Services	28-Jun-10	28-Aug-06	14-Feb-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-191	Stead	Patrick Rye	15-Jun-10		23-Sep-13	15	\$7,500	\$2,853	\$0	\$10,353	\$0	\$0	\$0	\$0	\$0
2011-026	Flynn-Guglietti	Betty and Roy James, Jaroc M	07-Oct-10	25-Jan-07	24-Dec-12	6	\$0	\$3,164	\$0	\$3,164	\$0	\$0	\$0	\$0	\$0

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2011-082	Pudupakkam	OE Business Imaging Solution	07-Jan-11		21-Jan-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-086	Matthews	369 Terminal Holdings Ltd.	24-Dec-10	29-Jan-10	31-Dec-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-087	Goldberg/Cockbill	Ivanco Keremelevski	03-Dec-10				\$0	\$13,746	\$6,254	\$20,000	\$0	\$0	\$0	\$0	\$0
2011-089	Kent	THEMAC Resources Group Li	06-Jan-11	13-Dec-10	30-Nov-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-094	Matthews	ATT Stoneworks Holdings Ltd.	14-Jan-11	01-Jan-10	27-Jun-13	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-108	Burns	SFCS Capital (Canada) Corp.	04-Jan-11	08-Oct-08	16-Feb-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-109	Borgatti	Monarch Corporation and Mon	10-Feb-11	09-Nov-07	10-Mar-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-137	Klassen	Kerry Scott	23-Feb-11		15-Aug-14	10	\$0	\$14,916	\$0	\$14,916	\$0	\$0	\$0	\$0	\$0
2011-139	Tilley (no longer w	Lisec America Inc.	22-Mar-11	18-Mar-11	17-Apr-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-146	Wang	Conex Energy - Canada, LLC	17-Mar-11	01-Oct-10	30-Apr-12	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-178	Kelly	Gregory P. King	10-May-11	23-Nov-09			\$0	\$102,200	\$29,488	\$131,688	\$0	\$0	\$0	\$0	\$0
2011-183	Aguilar	Gaile Guevara	10-May-11	01-May-10	31-Dec-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-192	Shaw	Geoff Higgs	02-Jun-11		24-Jul-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-199	Borgatti	Richard Crawford	30-Jun-11	18-Dec-06	20-Dec-11	6	\$0	\$1,363	\$0	\$1,363	\$0	\$0	\$0	\$0	\$0
2011-205	Jokinen	Vannad Trading Inc., Kenneth	29-Jun-11		31-Jul-12	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-030	Etcovitch	Jeffrey Mandel	21-Sep-11				\$0	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0
2012-037	McFarlane	P.S. Production Services Ltd.	14-Oct-11	30-Jun-11	24-Jul-12	6	\$0	\$3,390	\$0	\$3,390	\$0	\$0	\$0	\$0	\$0
2012-041	Morrison	Fisgard Capital Corporation	17-Oct-11	13-Oct-11	30-Dec-13	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-044	Thompson	7031963 Canada Inc. ("Jo Pea	17-Oct-11	16-Aug-11	19-Feb-14	6	\$0	\$23,994	\$0	\$23,994	\$0	\$0	\$0	\$0	\$0
2012-047	Archibald	Elizabeth Beth and Aleksandr	14-Nov-11	01-Dec-09	21-Nov-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-055	Chevette	Tonus Select Funds and Stev	22-Nov-11		11-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-094	Peterson	Laura Secord Apartments Ltd.	10-Jan-12		28-Mar-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-097	Rosentzweig	Evelyn Jerassy (non-client)	17-Jan-12		04-May-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-099	Wilks	Town Centre Group Inc.	27-Jan-12	01-Sep-11	16-Apr-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2012-100	Ash	MMCAP Management Inc. et	10-Feb-12	01-Apr-08	27-Aug-12	6	\$0	\$1,333	\$0	\$1,333	\$0	\$0	\$0	\$0	\$0
2012-116	Urbanek	VISA International Service As	05-Mar-12	23-Feb-13			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-130	Whitehead	Andre Lavoie	13-Mar-12		30-Oct-13	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-138	Moysa	A.O. Smith Enterprise Ltd.	20-Mar-12	31-Jan-12	17-Apr-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-144	O'Neill	Canadian Renewable Bioener	19-Apr-12		29-Nov-13	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-002	Clarke	Look Communications Inc.	16-Jul-12	01-Jun-10			\$0	\$81,183	\$259,288	\$340,471	\$0	\$0	\$0	\$0	\$0
2013-005	Knight	Spire Real Estate Limited Part	20-Jul-12		30-Nov-12	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-009	McKenna	Bank of Montreal	09-Aug-12	27-Jul-12	31-Dec-13	6	\$59,550	\$0	\$0	\$59,550	\$0	\$0	\$0	\$0	\$0
2013-010	Shouldice	Cory Black	27-Jul-12	06-Oct-11	29-Dec-14	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-040	Slan	310 Richmond Street West Li	01-Nov-12	03-Nov-11	10-Mar-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-041	Morrison	North Point Mezzanine Capital	30-Oct-12	06-Sep-07	31-Oct-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-061	Cockbill	Aronis Investment Ltd.	20-Dec-12	19-Dec-12	30-Sep-15	5	\$33,000	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0	\$0
2013-063	Reardon	Bank of Montreal	29-Nov-12				\$0	\$2,923	\$7,077	\$10,000	\$0	\$0	\$0	\$0	\$0
2013-064	Rowlands	Terracap Management Inc. et	27-Dec-12	18-Aug-10			\$0	\$16,872	\$184,420	\$201,292	\$0	\$0	\$0	\$0	\$0
2013-072	Archibald	Chair-man Mills Inc. and Geor	06-Mar-13	08-Jan-13	10-Jul-13	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-079	Slan	Monarch	14-Feb-13	01-Jun-12	21-Aug-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-110	Pereira	Maxam Opportunities Fund Lt	03-May-13	31-Dec-10	30-Apr-14	5	\$900,000	\$61,058	\$0	\$961,058	\$0	\$0	\$0	\$0	\$0
2013-116	Urbanek	Easter Currents Distributing Lt	13-May-13	01-Apr-13			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-124	Etcovitch	Canadian Forest Navigation C	17-May-13				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-125	Kirkham	GJS Capital Corp and Gregg	29-Apr-13				\$0	\$6,524	\$43,476	\$50,000	\$0	\$0	\$0	\$0	\$0
2013-130	Kronby	Mirek Planeta	26-Jun-13	20-May-97	15-Oct-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-131	Ross	Michael Elder	25-Jun-13	15-Apr-13	17-Sep-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-132	Roberts	Karine Lando	26-Jun-13		11-Dec-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-133	Antenore	Potentia (001093 - 34 Kern) Li	01-May-13		18-Sep-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2013-134	Bennett	EllisDon Corporation; Fengate	26-Jun-13		26-May-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-135	Templeton	Canada Trust Company	22-Jun-13		21-Aug-14	6	\$0	\$11,708	\$0	\$11,708	\$0	\$0	\$0	\$0	\$0
2014-009	Whitcombe	Howard Leventhal	30-Jul-13		17-Mar-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-010	Balakrishnan	Erin Winczura	16-Aug-13	10-Aug-13			\$0	\$11,765	\$38,235	\$50,000	\$0	\$0	\$0	\$0	\$0
2014-013	Hanna	Richard Chimura	29-Aug-13	21-Aug-13	13-Jun-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-017	Hymen	Dennis Jamie Ostegaard	15-Aug-13				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-023	Morrison	Great Canadian Gaming Corp	27-Aug-13	01-Jul-12			\$382,254	\$13,607	\$54,139	\$450,000	\$0	\$0	\$0	\$0	\$0
2014-024	Knight	Van-City Cultured Marble Prod	14-Aug-13				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-026	Wong	Parian Capital Inc and 087544	10-Jul-13				\$0	\$24,436	\$375,564	\$400,000	\$0	\$0	\$0	\$0	\$0
2014-027	Reardon	Michael Grenier	06-Aug-13	19-Jan-12	29-Aug-14	5	\$96,521	\$0	\$0	\$96,521	\$0	\$0	\$0	\$0	\$0
2014-028	Reardon	Lanyard Enterprises Inc.	12-Aug-13	17-Mar-12	30-Jun-14	5	\$0	\$84,000	\$0	\$84,000	\$0	\$0	\$0	\$0	\$0
2014-039	Crummey	Joan Browne	04-Nov-13		28-Jan-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-051	Petersen	Anna Toscano	28-Nov-13	01-Jan-13	21-May-15	6	\$0	\$2,854	\$0	\$2,854	\$0	\$0	\$0	\$0	\$0
2014-066	Urbanek	Absolute Software Corporation	17-Dec-13	20-Nov-13	17-Aug-15	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-073	Reardon	Bank of Montreal	30-Dec-13	15-Mar-13	12-Nov-14		\$23,287	\$0	\$0	\$23,287	\$0	\$0	\$0	\$0	\$0
2014-080	Laing	James and Teresa Gelowitz	06-Feb-14	18-Nov-13	09-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-092	Boshyk	Frank Stanisci	06-Mar-14	31-Jan-14	06-Feb-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-094	Hanert (Beeman)	Gayle Strikes With A Gun (Ker	12-Mar-14		24-Dec-14	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-096	Dunlop	Sean Davoren	13-Mar-14	19-May-10	21-May-15	6	\$0	\$9,019	\$0	\$9,019	\$0	\$0	\$0	\$0	\$0
2014-100	Boshyk	Byong-Kuon Kim	13-Mar-14	05-Mar-14			\$0	\$2,471	\$19,529	\$22,000	\$0	\$0	\$0	\$0	\$0
2014-110	Wallace	INVISTA Company & Koch Fe	03-Apr-14	13-Oct-13			\$0	\$12,979	\$22,021	\$35,000	\$0	\$0	\$0	\$0	\$0
2014-112	Flynn-Guglietti	1060054 Ontario Limited	17-Apr-14	03-Sep-13	21-May-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-114	Deutsch	Mercer Gold Corporation	07-Apr-14	15-Oct-10			\$0	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0
2014-117	Elbaz	Negotium Technologies Inc.	01-May-14	16-Apr-14	11-Jun-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**All Provinces**

McMillan LLP

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2014-123	Parliament/Boudr	Saule Y. Altaibayeva	12-May-14		23-May-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-126	Gray	Andy Penafior	15-May-14	11-May-14	23-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-135	Cowan	Newport Exploration	20-May-14	01-Mar-13			\$0	\$0	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0
2014-142	Opashinov	Crosslink Bridge Corp et al.	18-Jun-14	20-Jan-07			\$0	\$43,575	\$126,425	\$170,000	\$0	\$0	\$0	\$0	\$0
2014-147	Giddens	Empresario Inc.	26-Jun-14	31-Jul-14	21-May-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-046	Seigel	Wells Fargo	19-Dec-14		16-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-047	Seigel	Alcatel Lucent	19-Dec-14		16-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-048	Seigel	Oracle Canada ULC	19-Dec-14		16-Mar-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-063	Kirkham	Valhalla Resources Ltd.	24-Nov-14		30-Apr-15	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-066	Young	Uniserve Communications Cor	29-Dec-14				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-083	Debenham	6432581 Canada Inc.	21-Jan-15	16-Dec-14			\$0	\$13,342	\$46,658	\$60,000	\$0	\$0	\$0	\$0	\$0
2015-094	Botz/Bence	Sierra Mortgage Fund Inc.	09-Mar-15	05-Jan-00			\$56,250	\$0	\$143,750	\$200,000	\$0	\$0	\$0	\$0	\$0
2015-097	Davies	Don Thorpe	25-Feb-15	28-Feb-86			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-100	Hee	Janda Group Holdings W.L. Lt	02-Feb-15				\$0	\$0	\$135,000	\$135,000	\$0	\$0	\$0	\$0	\$0
2015-115	Reid	Neighbours of former clients,	01-May-15	24-Feb-93			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-131	Stirling	St. George's Trust Company L	19-Jun-15	07-Apr-15			\$0	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0
2015-140	Chisholm	Pembridge Insurance Compan	26-Jun-15	26-Aug-15			\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
2015-141	Hochhauser	Mary Lou Davis	02-Jun-15				\$0	\$2,688	\$12,312	\$15,000	\$0	\$0	\$0	\$0	\$0
2016-014	Wentzell	EquiGenesis Corporation et al.	19-Aug-15	15-Jul-09			\$0	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0	\$0
2016-020	Balakrishnan	Evolving Gold Corp	27-Aug-15				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-054	Mendelsohn / Etc	Alissa Rappaport	02-Dec-15				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-070	Van Nostrand	Gener8 Digital Media Services	11-Dec-15				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-079	Slan	2179548 Ontario Inc. et al.	15-Jan-16				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-082	McDonald	Carcross Tagish First Nation L	26-Jan-16	30-Oct-14			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Date Printed February 3, 2016

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**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2015**  
**All Provinces**

McMillan LLP

CLLAS Claim Number	Lawyer Last Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	LS Paid Indemnity	LS Paid Legal	LS Current Reserve	LS Incurred Liability	CLLAS Paid Indemnity	CLLAS Paid Legal	CLLAS Indemnity	CLLAS Legal Reserve	CLLAS Incurred Liability
2016-083	Knight	Hugh Archibald and Sherri Lee	21-Jan-16	16-Jun-14			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS:</b>							\$2,407,793	\$3,241,415	\$2,593,636	\$8,279,913	\$0	\$2,833	\$0	\$1,500,000	\$1,502,833

**Canadian Lawyers Liability Assurance Society  
Update to Claims Bordereau**

**As of April 5, 2016**

<b>CLLAS Number</b>	<b>Lawyer Name</b>	<b>Claimant</b>	<b>Date Reported to CLLAS</b>
None yet	Daniel Shouldice (no longer at McMillan)	Dulat Halani and Ashif Halani	February 10, 2016
None yet	Navnit Duhra	Champion Development Group Inc.	March 16, 2016

APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: McMillan LLP

Please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

1. A list of risk management policies was set forth in the 2012/2013 application. Last year the Firm put in place an Anti-Corruption Policy.



**2015 Toronto Articling Student Orientation**  
**[with Ottawa from Tuesday - Friday August 4 - 7]**

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Tuesday August 4</b>	<b>8:30 a.m.</b>	<b>Networking Breakfast</b>
	<b>Rowell I &amp; II</b>	
	<b>9:00 a.m. – 9:45 a.m.</b>	<b>Welcome and What's New What to Expect From the McMillan Articling Experience with Marlene Kane and Carmen Rendall</b>
	<b>9:45 a.m.-10:00 a.m.</b>	<b>Break</b>
	<b>10:00 a.m. – 11:30 a.m.</b>	<b>Building Your Personal Brand: How to Succeed as a McMillan Articling Student with JR Beaudrie, Marlene Kane and Carmen Rendall</b>
	<b>11:30 a.m.-12:00 p.m.</b>	<b>HR /Administrative Matters with Nicole Reynolds</b>
	<b>12:00 p.m. -12:45 p.m.</b>	<b>Lunch</b>
	<b>12:45 p.m. – 1:45 p.m.</b>	<b>The Business of Law @ McMillan with Evelyn Dempsey and Marlene Kane</b>
	<b>1:45 p.m. -2:00 p.m.</b>	<b>Break</b>
	<b>2:00 p.m. – 3:15 p.m.</b>	<b>How to Manage Your Time and Your Work with Carmen Rendall and Marlene Kane</b>
	<b>3:15 p.m. – 3:45 p.m.</b>	<b>How to Work Smarter Not Harder with Your Assistant with Michelle Wagg and Kim Luketic</b>

Date	Time	Topic/Event
	3:45 p.m.-4:00 p.m.  4:00 p.m. – 5:00 p.m. <b>Training Room</b>  5:00 p.m. <b>Rowell I</b>	<b>Break</b>  <b>Wrap Up and Preview of Next Day Technology: Overview and Passwords</b> with Technology Training Team  <b>Pictures</b>
<b>Wednesday August 5</b>	9:00 a.m. – 11:00 a.m. <b>Rowell I</b>  11:00 a.m. – 11:15 a.m.  11:15 a.m. -12:45 p.m.  12:45 p.m. – 1:45 p.m.  1:45 p.m. – 3:15 p.m. <b>Training Room</b>  3:15 p.m. – 3:30 p.m.  3:30 p.m. – 5:00 p.m. <b>Rowell I</b>	<b>How to Draft a Litigation Proof Agreement</b> with Marlene Kane and Caroline Samara  <b>Break</b>  <b>Life Cycle of a Business: Acquisition</b> with Brett Stewart and Hilary Hennick  <b>Lunch</b>  <b>Technology Refresher (Email/DeskSite)</b>  <b>Break</b>  <b>Life Cycle of a Business: Employment Matters</b> with Dave McKechnie and Stefanie Di Francesco
<b>Thursday August 6</b>	9:00 a.m. – 11:00 a.m. <b>Rowell I &amp; II</b>  11:00 a.m. – 11:15 a.m.  11:15 a.m. – 12:15 p.m. <b>Training Room</b>	<b>Life Cycle of a Business: Financing the Business with Debt</b> with Ken Bursey and Andrea St. Bernard  <b>Break</b>  <b>Technology Refresher (Time KM)</b>

Date	Time	Topic/Event
	<p>12:15 p.m. – 1:15 p.m.</p> <p>1:15 p.m. – 2:45 p.m.</p> <p><b>Rowell I</b></p> <p>2:45 p.m. – 3:00 p.m.</p> <p>3:00 p.m. – 4:30 p.m.</p> <p>4:30 p.m. – 5:00 p.m.</p> <p>5:00 p.m.</p> <p><b>Sky Lounge</b></p>	<p><b>Lunch</b></p> <p><b>Professionalism and Client Service</b> with Dan MacDonald and Marlene Kane</p> <p><b>Break</b></p> <p><b>Life Cycle of a Business: Bankruptcy and Insolvency</b> with Wael Rostom and Jeffrey Levine</p> <p><b>Break</b></p> <p><b>Welcome Reception and Dinner</b></p>
<p><b>Friday</b> <b>August 7</b></p>	<p>9:00 a.m. – 10:15 a.m.</p> <p><b>Rowell I &amp; II</b></p> <p>10:15 a.m. – 10:30 a.m.</p> <p>10:30 a.m. – 12:00 p.m.</p> <p>3:30 p.m.</p>	<p><b>Advocacy Workshop: Anatomy of an Action</b> with Geoff Moysa and Adam Chisholm</p> <p><b>Break</b></p> <p><b>Advocacy Workshop: The Theory of Your Case</b> with Lisa Parliament</p> <p><b>Lunch on your own</b> <b>Time to work on your motions</b></p> <p><b>Q &amp; A - Motions</b> <b>Wrap Up</b> <b>Goodbye to Ottawa Students</b></p>

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Monday August 10</b>	9:00 a.m. – 10:30 a.m. <b>Wood Howland McMillan Binch</b>	<b>Advocacy Workshop: Argue Your Motions Before the Masters and Debrief</b> with Geoff Moysa, Jeffrey Levine and Adam Chisholm
	11:00 a.m.– 12:30 p.m. <b>Rowell III</b>	<b>Legal Research Refresher</b> with Martha Facey
	12:30 p.m. – 2:30 p.m.	<b>Mentor Lunch</b>
	3:00 p.m. – 4:15 p.m. <b>Binch</b>	<b>[All Students] How To be Useful at a Closing</b> with Michelle Boodhoo
<b>Tuesday August 11</b>	9:00 a.m. – 10:00 a.m. <b>Howland</b>	<b>Litigation Research Refresher</b> with Library Team
	9:00 a.m. – 10:30 a.m. <b>Training Room</b>	<b>Business Law /Financial Services Technology Training: STAN, WorkShare Compare and Track Changes</b> with Technology Training Team
	10:45 a.m. – 12:15 p.m. <b>Training Room</b>	<b>Litigation Students only Technology Training: INFORMS and Track Changes</b> with Technology Training Team
	10:45 a.m. – 11:45 p.m. <b>Howland</b>	<b>Business Law Students Research Refresher</b> with Library Team
	1:00 p.m. – 2:00 p.m. <b>Howland</b>	<b>Financial Services Students Research Refresher</b> with Library Team
<b>Wednesday August 12</b>	12:00 p.m. – 1:45 p.m. (with lunch) <b>McMillan Binch</b>	<b>The Importance of Cultural Competence</b> with Ritu Bhasin

## 2015 CALGARY SUMMER STUDENT ORIENTATION

Date	Time	Topic/Event
<b>Monday, May 4</b>	8:30 a.m. – 9:00 a.m. [Fraser]	<b>Coffee Mixer</b> with principals and current articling students (30 min.)
	9:00 a.m. – 9:45 a.m. [Fraser]	<b>How to Have a Successful Summer: What to Expect from your Summer at the Firm</b> with Judith Macfarlane (45 min.)
	9:45 a.m. – 11:00 a.m. [Fraser]	<b>How to Get Things Done at the Firm: HR Matters &amp; Firm Tour [includes photo I.D. and payroll forms]</b> with Elda Pinckney (75 min.)
	11:00 a.m. – 11:15 a.m.	<b>Break</b>
	11:15 a.m.– 12:15 p.m. [Training Room]	<b>How to Get Things Done using McMillan Technology</b> with Jan-Pierre Vidizzon (60 min.)
	12:15 p.m. – 1:30 p.m. [Lang Michener]	<b>Group Welcome Lunch</b> with Articling Students (75 min.)
	1:30 p.m. – 2:00 p.m. [Training room]	<b>Library Orientation and Introduction to Firm Research Resources</b> with Emily Klomps -Spanjers (30 min.)
	2.00 p.m. – 2:45 p.m. [Fraser]	<b>What Every Student Needs to Know About Professionalism</b> with Judith Macfarlane (45 min.)
	2:45 p.m. – 3:00 p. m.	<b>Break</b>
	3:00 p.m. - 4:30 p.m. [Fraser]	<b>How to Have a Successful Summer: What the Firm Expects from You</b> with Judith Macfarlane and Kaitlyn Meyer, Alice Lin and Tyson Gratton (90 min.)
	4:30 p.m. - 5:30 p.m. [off-site: meet in Fraser room]	<b>How to Have a Successful Summer: Tips from Those Who Have Gone Before You</b> with Dan Shouldice, Alice Lin, Tyson Gratton and Scott Kuehn (60 min.)

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Tuesday, May 5</b>	8:30 a.m. – 10:00 a.m. [Training room]	<b>Library Services – Secondary Sources Part 1</b> with Emily Klomps-Spanjers (90 min.)
	10:00 a.m. – 10:15 a.m.	<b>Break</b>
	10:15 a.m. – 11:45 a.m. [Training Room]	<b>IT Training: Email Management Tool/Desksite</b> with Jan-Pierre Vidizzon (90 min.)
	11:45 a.m. – 12:00 p.m.	<b>Break</b>
	12:00 p.m. – 12:45 p.m. [Fraser]	<b>The Business of Law: Why and How to Docket (with lunch)</b> with Judith Macfarlane (45 min.)
	12:45 p.m.- 1:00 p.m.	<b>Break</b>
	1:00 p.m. – 2:00 p.m. [Training Room]	<b>Time KM: The Mechanics of Docketing</b> with Jan-Pierre Vidizzon (60 min.)
	2:00 p.m. – 3:00 p.m. [Fraser]	<b>Research and Writing: How to Think Strategically</b> with Katherine Reilly (60 min.)
	3:00 p.m. – 3:15 p.m.	<b>Break</b>
	3:15 p.m. – 4:45 p.m. [Fraser]	<b>What Every Student Needs to Know About Deals: Part 1</b> with Ryan Black and Mike Reid (90 min.)
<b>Wednesday, May 6</b>	8:30 a.m. – 10:00 a.m. [Training Room]	<b>IT Training: McMillan Standard Agreement Form</b> with Jan-Pierre Vidizzon (90 min.)
	10:00 a.m. – 10:15 a.m.	<b>Break</b>
	10:15 a.m. – 11:45 a.m. [Training Room]	<b>Library Services: Secondary Sources Part 2</b> with Emily Klomps-Spanjers (90 min.)
	11:45 a.m. – 12:00p.m.	<b>Break</b>
	12:00 – 1:00 p.m. [Sea to Sky Lounge]	<b>Creating Balance: Walking the Thin Work-Life Line</b> presented by Well Street (optional firm event - 60 min.)

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
	1:00 p.m. – 2:15 p.m. <b>[Training Room]</b>	<b>Library Services: Primary Sources Part 1</b> with Emily Klomps-Spanjers (75 min.)
	2:15 p.m. – 2:30 p.m.	<b>Break</b>
	2:30 p.m. – 4:00 p.m. <b>[Lang Michener]</b>	<b>How To Make a Great First Impression: Schmoozing 101</b> with Andrea Verwey of Green Valentine (90 min.)
	4:00 p.m. – 5:00 p.m.	<b>Break</b>
	5:00 p.m. – 6:00 p.m. <b>[Sea to Sky Lounge]</b>	<b>New Student Welcome Reception</b>
	6:30 p.m. <b>LIFT Bar and Grill</b>	<b>Dinner with Principals</b>
<b>Thursday, May 7</b>	9:00 a.m. – 10:30 a.m. <b>[Training Room]</b>	<b>Library Services: Primary Sources Part 2</b> with Emily Klomps-Spanjers (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 12:15 p.m. <b>[Training Room]</b>	<b>IT Training: Automate and Research Memo, McMillan Tab</b> with Jan-Pierre Vidizzon (90 min.)
	12:15 p.m. – 1:15 p.m.	<b>Lunch on your own</b>
	1:15 p.m. – 2:45 p.m. <b>[Fraser]</b>	<b>Legal Research and Writing: Anatomy of a Research Memo/How to Analyze Facts and Law</b> with Melanie Harmer and Rohan Hill (90 min.)
	2:45 p.m. – 3:00 p.m.	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
	3:00 p.m. – 3:30 p.m. [Fraser]	<b>Legal Research and Writing: How to Get Good Instructions from the Assigning Lawyer</b> with Jennifer Cockbill and Mike Reid (30 min.)
	3:30 p.m. - 4:00 p.m. [Fraser]	<b>Working with Your Assistant</b> with Melissa Major (30 min.)
	4:00 p.m. - 4:30 p.m.	<b>Vancouver students move into their offices</b>
<b>Friday, May 8</b>		<b>Vancouver students in their offices</b> <b>Calgary students work in the Training Room</b>
	8:45 a.m. – 9:00 a.m. [Fraser]	<b>Instructions for Research Memo Assignment</b> with Judith Macfarlane
	Noon – 1.00 p.m. [Fraser]	<b>Pizza Lunch</b> + Judith (or Katherine or Melanie) available for further discussion on memo assignment
	5:00 p.m.	<b>Submit Research Memo Assignment directly to your respective Writing Mentor by email</b>  Writing mentors:  Vancouver <ul style="list-style-type: none"> <li>• Melanie Harmer (2)</li> <li>• Katherine Reilly</li> <li>• Aron Hochhauser</li> <li>• Jamie Virgin</li> <li>• Jennifer Cockbill</li> </ul> Calgary <ul style="list-style-type: none"> <li>• Andrew Stead (2)</li> </ul>
<b>Monday, May 11</b>	9:00 a.m. – 9:15 a.m.	<b>Meet and Greet</b> with Tami White (15 min)
	9:15 a.m. – 10:00 a.m.	<b>Introduction to Office Services</b> with Justine Morley (45 min)
	10:00 a.m. – 11:30 a.m. [Mannville]	<b>What Every Student Needs to Know About Deals: Part 2</b> with Ryan Black and Mike Reid (90 min) - videoconference
	12:00 – 1:30 p.m. [off-site: TBC]	<b>Lunch</b> with Craig Harkness (90 min)

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Thursday, May 14</b>	11:00 a.m. – 12:00 p.m. <b>[Training Room]</b>	<b>DisclosureNet Training</b> – external trainer (60 min.)
<b>Monday, May 25</b>	10:00 a.m. – 11:00 p.m. <b>[Training Room]</b>	<b>WestlawNext Training</b> – external trainer (60 min.)

## 2015 CORPORATE COUNSEL CPD

\* indicates Ontario Professionalism

### Scheduled Webcasts

DATE	TOPIC	SPEAKERS
January 27 12:00 – 1:00 pm	Let's Be Honest: The New Duty of Good Faith in Contractual Performance	John Clifford Brad Hanna Calie Adamson
April 21	Top Ten Things Every In House Counsel Should Know about Managing Employee Leaves	Dave McKechnie
May 12	Corporate Counsel Checklist: How to Avoid the Top Ten Traps in Your Commercial Lease	William Rowlands David Ross Roselyn Wallace
June 9	Product Liability: Is Your Brand at Risk?	Lindsay Lorimer Andrew Stead Sidney Elbaz
September 29	Lease Remedies 101: Navigating Your Options	Benjamin Bathgate Jason Annibale
October 28	Privacy Basics – Part 1: Establishing a Comprehensive Privacy Structure	Lyndsay Wasser
November 3	Competition Law: 2015 Year in Review	Mark Opashinov James Musgrove
**December 3	Confidentiality and Privilege: Best Practices for Corporate Counsel	Brett Harrison Laura Brazil Jeffrey Levin
*December 9	Coaching to Improve Performance	Tim Leishman

\* Professionalism credit – ON

\*\* Ethics credit – BC

**2015 OTTAWA SUMMER STUDENT PROGRAM**

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
Monday May 4	8:30 a.m. – 9:00 a.m.	<b>Coffee</b> – mixer, fruit
	9:00 a.m. – 10:15 a.m. <b>Rowell I &amp; II</b>	<b>Welcome</b> with David Elenbaas <b>How to Have a Successful Summer: What to Expect from Your Summer At the Firm</b> with Marlene Kane, Gina Rogakos and Carmen Rendall (75 min.)
	10:15 a.m. – 10:30 a.m.	<b>Break</b>
	10:30 a.m. – 12:00 p.m.	<b>How to Get Things Done at the Firm: HR Matters and Firm Tour</b> with Sabrina Ramlall and Nicole Reynolds (90 min.)
	12:00 p.m. – 2:00 p.m. <b>Mentor Pick-up Reception</b>	<b>Lunch with Your Mentors</b>
	2:00 p.m. – 2:45 p.m. <b>Rowell I &amp; II</b>	<b>What Every Summer Student Needs to Know About Professionalism</b> with Marlene Kane and Gina Rogakos (45 min)
	2:45 p.m. – 3:15 p.m.	<b>How to Get things Done at the Firm: Working with Your Assistants</b> with Michelle Wagg and Kim Luketic (30 min.)
	3:15 p.m. – 3:30 p.m.	<b>Break</b>
	3:30 p.m. – 4:30 p.m. <b>Training Room</b>	<b>Preview of Tomorrow's Program</b>  <b>How to Get Things Done at the Firm: Using McMillan Technology</b> with Technology Team (60 min.)
	4:30 p.m. – 5:00 p.m. <b>Rowell I</b>	<b>Blackberry's to be issued to ALL students</b> by IT

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
Tuesday May 5	9:00 a.m. – 10:30 a.m. <b>Rowell I &amp; II</b>	<b>How to Have a Successful Summer: Meeting the Firm's Expectations</b> with Marlene Kane, Gina Rogakos and Carmen Rendall (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 11:15 a.m.	<b>Legal Research and Writing: How to Get Good Instructions from Your Assigning Lawyer</b> with Calie Adamson and Julie Han (30 min.)
	11:15 p.m. – 12:15 p.m.	<b>Legal Research and Writing: How to Think Strategically</b> with Geoff Moysa (60 min)
	12:15 p.m. – 1:15 p.m.	<b>Lunch with Q &amp; A</b> with Marlene, Gina and Carmen (60 min)
	1:15 p.m. -1:45 p.m. <b>Rowell III</b>	<b>How to Commission an Affidavit</b> with Calie Adamson (30 mins)
	1:45 p.m. -2:00 p.m.	<b>Break</b>
	2:00 p.m. – 2:45 p.m. <b>Training Room</b>	<b>The Business of Law: Why and How to Docket Your Time</b> with Marlene Kane (45 min.)
	2:45 p.m. – 3:45 p.m. <b>Training Room</b>	<b>Time KM: The Mechanics of Docketing</b> with Technology Team (60 min.)
	3:45 p.m. – 4:00 p.m.	<b>Break</b>
	4:00 p.m. – 5:00 p.m. <b>Library</b>	<b>Library Orientation and Introduction to Firm Research Sources and KM</b> with Library Team (60 min.)
	5:30 p.m.	<b>Group Social – Games Night</b>

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
Wednesday May 6	9:00 a.m. - 10:30 a.m. <b>Lang Michener</b>	<b>Legal Research and Writing: The Anatomy of a Research Memo</b> with Lisa Kerbel-Caplan (90 min.)
	10:30 a.m. - 10:45 a.m.	<b>Break</b>
	10:45 a.m. - 12:15 p.m. <b>Lang Michener</b>	<b>Legal Research and Writing: Research Process and Methodology and</b> with Charlotte Conlin and Martha Facey (90 min.)
	12:15 p.m. - 2:00 p.m. (with lunch) <b>Lang Michener</b>	<b>How to Have a Successful Summer: Making a Great First Impression</b> with Evan Thompson (90 min.)
	2:00 p.m. - 2:15 p.m.	<b>Break</b>
	2:15 p.m. - 3:15 p.m. <b>Library</b>	<b>Legal Research and Writing: Research Tools: WestlawNext Canada</b> with Library Team (60 min.)
	3:15 p.m. - 3:30 p.m.	<b>Break</b>
	3:30 p.m. - 5:00 p.m.	<b>What Every Summer Student Needs to Know About Deals: Part 1 - Anatomy of a Deal</b> with Marlene Kane (30 mins)  <b>What Every Summer Student Needs to Know About Deals: Part 2 - How to Navigate Deal Agreements</b> with Caroline Samara (60 mins)
Thursday May 7	9:00 a.m. - 11:00 a.m. <b>McMillan Binch</b>	<b>Legal Research and Writing: How to Analyze the Facts and the Law in Your Research Memo</b> with Lisa Kerbel-Caplan (120 min)
	11:00 a.m. - 11:15 a.m.	<b>Break</b>
	11:15 a.m. - 12:45 p.m. <b>Training Room</b>	<b>Technology Training</b> with Technology Team [Email Management System/Desk Site] (90 min)
	12:45 a.m.- 1:45 p.m. <b>McMillan Binch</b>	<b>Lunch</b>

Date	Time	Seminar or Event
	<p>1:45 p.m. – 2:45 p.m. <b>Library</b></p> <p>2:45 p.m.-3:00 p.m.</p> <p>3:00 p.m. – 4:30 p.m. <b>Training Room</b></p> <p>4:30 p.m. – 5:00 p.m.</p> <p>5:00 p.m. – 6:30 p.m. <b>Sky Lounge</b></p> <p>6:30 p.m.</p>	<p><b>Legal Research and Writing: Research Tools: Quicklaw</b> with Library Team (60 min)</p> <p><b>Break</b></p> <p><b>Technology Training</b> with Technology Team (90 min) [Automate &amp; Research Memo, McMillan Tab]</p> <p><b>Break</b></p> <p><b>Welcome Reception</b></p> <p><b>Welcome Dinner</b></p>
Friday May 8	<p>9:00 a.m. – 10:30 a.m. <b>McMillan Binch</b></p> <p>10:30 a.m. – 10:45 a.m.</p> <p>10:45 a.m. – 11:45 a.m.</p> <p>11:45 a.m. - 12:00 p.m.</p> <p>12:00 p.m. – 2:00 p.m. (working lunch) <b>McMillan Binch</b></p> <p>2:00 p.m. -2:15 p.m.</p> <p>2:15 p.m. -4:00 p.m.</p> <p>4:00 p.m. – 5:00 p.m. <b>Library</b></p>	<p><b>Legal Research and Writing: What Every Summer Student Needs to Know About the Elements of Good Writing</b> with Lisa Kerbel Caplan (90 min.)</p> <p><b>Break</b></p> <p><b>Legal Research and Writing: Other Web Resources</b> with Library Team (60 mins)</p> <p><b>Break</b></p> <p><b>What Every Summer Student Needs to Know About Deals: Part 3 – How to Conduct Due Diligence</b> with Hilary Kwinter (75 min.)</p> <p><b>What Every Summer Student Needs to Know About Deals: Part 4 – How to Be Useful at Closing</b> with Michelle Boodhoo (30 min.)</p> <p><b>Break</b></p> <p><b>Independent Work on Research Questions</b></p> <p><b>Legal Research and Writing: Wrap Up</b> with Library Team (60 min.)</p>

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
Monday May 11	8:30 a.m. - 9:45 a.m. <b>Room A</b>	<b>Welcome to Ottawa, Tour of the Office and Administrative matters</b> with Jo-Anne Ring (75 min.)
	9:45 a.m. – 10:00 p.m. <b>Martin's office</b>	<b>Research Memo Assignment/Instructions</b> with Martin Thompson (15 min.)
	10:00 a.m. - 12:00 p.m.	<b>Independent Work on Research Memos</b>
	12:00 p.m. - 13:30 p.m.	<b>Lunch with your mentor</b>
	13:30 p.m. - 6:00 p.m.	<b>Independent Work on Research Memos</b>
	6:00 p.m.	<b>Research Memos Due</b> – email to your Writing Mentor no later than 6:00 p.m.
Tuesday May 12	9:00 a.m. – 10:00 a.m. <b>Meet at courthouse</b>	<b>Tour of Courthouse</b> with Kyle Lambert (60min.)
Wednesday May 13	12:00 p.m. – 1:00 p.m. (includes lunch) <b>Room A</b>	<b>How to Have a Successful Summer: Managing Your Practice</b> with Sarah Kilpatrick (60 min.)
	4:45 p.m. – 6:00 p.m. <b>Staff room</b>	<b>Student Welcome Reception in Ottawa</b>
Thursday May 14	12:00 p.m. – 1:00 p.m. (includes lunch) <b>Room C</b>	<b>How to Have a Successful Summer: Tips From Those Who Have Gone Before You</b> with Kyle Lambert and Tim Cullen (60 mins)
May 19	9:30 a.m. - 10:30 p.m. <b>Room A</b>	<b>Small Claims Court Practice &amp; Procedure,</b> with Patrick Thompson (90 min)
Week of May 19		<b>Student Meetings with Writing Mentor</b> (to be arranged by Martin Thompson)

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
May TBC	12:00 p.m. – 1:45 p.m. (includes lunch) <b>videoconference</b>	<b>Legal Research and Writing: How to Read and Understand Statutes</b> with Charlotte Conlin (90 min.)
June TBC		<b>Social event with the associates (details to follow)</b>
August 12	12:00 p.m. – 1:30 p.m. (includes lunch) <b>videoconference</b>	<b>The Importance of Developing Cultural Competence as a Student</b> with Ritu Bhasin
August TBC		<b>End of Summer/Beginning of Articles social event (details to follow)</b>
August 14		<b>Last Day</b>

**2015 TORONTO, OTTAWA and MONTREAL  
SUMMER STUDENT ORIENTATION**

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
Monday May 4	8:30 a.m. – 9:00 a.m.	<b>Mixer</b>
	9:00 a.m. – 10:15 a.m.	<b>Welcome</b> with Eric Friedman <b>How to Have a Successful Summer: What to Expect from Your Summer At the Firm</b> with Marlene Kane, Gina Rogakos and Carmen Rendall (75 min.)
		<b>Rowell I &amp; II</b>
	10:15 a.m. – 10:30 a.m.	<b>Break</b>
	10:30 a.m. – 12:00 p.m.	<b>How to Get Things Done at the Firm: HR Matters and Firm Tour</b> with Nicole Reynolds (90 min.)
	12:00 p.m. – 2:00 p.m.	<b>Lunch with Your Mentors</b>
		<b>Mentor Pick-up Reception</b>
	2:00 p.m. – 2:45 p.m.	<b>What Every Summer Student Needs to Know About Professionalism</b> with Marlene Kane and Gina Rogakos (45 min)
		<b>Rowell I &amp; II</b>
	2:45 p.m. – 3:15 p.m.	<b>How to Get things Done at the Firm: Working with Your Assistants</b> with Michelle Wagg and Kim Luketic (30 min.)
	3:15 p.m. – 3:30 p.m.	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
	3:30 p.m. – 4:30 p.m. <b>Training Room</b>	<b>Preview of Tomorrow's Program</b>  <b>How to Get Things Done at the Firm: Using McMillan Technology</b> with Technology Team (60 min.)
	4:30 p.m. – 5:00 p.m. <b>Rowell I</b>	<b>Photo taken for security pass</b>  <b>Blackberry's to be issued to ALL students</b> by IT
Tuesday May 5	9:00 a.m. – 10:30 a.m. <b>Rowell I &amp; II</b>	<b>How to Have a Successful Summer: Meeting the Firm's Expectations</b> with Marlene Kane, Gina Rogakos and Carmen Rendall (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 11:15 a.m.	<b>Legal Research and Writing: How to Get Good Instructions from Your Assigning Lawyer</b> with Calie Adamson and Julie Han (30 min.)
	11:15 a.m. – 12:15 p.m.	<b>Legal Research and Writing: How to Think Strategically</b> with Charlotte Conlin (60 min)
	12:15 p.m. – 1:15 p.m. <b>Rowell III</b>	<b>Lunch with Q &amp; A</b> with Marlene, Gina and Carmen (60 min)
	1:15 p.m. – 1:45 p.m. <b>Rowell I &amp; II</b>	<b>How to Commission an Affidavit</b> with Calie Adamson (30 mins)
	1:45 p.m. – 2:00 p.m.	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
	2:00 p.m. – 2:45 p.m. <b>Rowell I &amp; II</b>	<b>The Business of Law: Why and How to Docket Your Time</b> with Marlene Kane (45 min.)
	2:45 p.m. – 3:45 p.m. <b>Training Room</b>	<b>Time KM: The Mechanics of Docketing</b> with Technology Team (60 min.)
	3:45 p.m. – 4:00 p.m.	<b>Break</b>
	4:00 p.m. – 5:00 p.m. <b>Library</b>	<b>Library Orientation and Introduction to Firm Research Sources and KM</b> with Library Team (60 min.)
	5:30 p.m.	<b>Group Social – Games Night</b>
Wednesday May 6	9:00 a.m. - 10:30 a.m. <b>Lang Michener</b>	<b>Legal Research and Writing: The Anatomy of a Research Memo</b> with Lisa Kerbel-Caplan (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 12:15 p.m. <b>Lang Michener</b>	<b>Legal Research and Writing: Research Process and Methodology and</b> with Charlotte Conlin and Martha Facey (90 min.)
	12:15 p.m. – 2:00 p.m. (with lunch) <b>Lang Michener</b>	<b>How to Have a Successful Summer: Making a Great First Impression</b> with Evan Thompson (90 min.)
	2:00 p.m. – 2:15 p.m.	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
	2:15 p.m. – 3:15 p.m. <b>Library</b>	<b>Legal Research and Writing: Research Tools: WestlawNext Canada</b> with Library Team (60 min.)
	3:15 p.m. – 3:30 p.m.	<b>Break</b>
	3:30 p.m. – 5:00 p.m. <b>Lang Michener</b>	<b>What Every Summer Student Needs to Know About Deals: Part 1 – Anatomy of a Deal</b> with Marlene Kane (30 mins)
		<b>What Every Summer Student Needs to Know About Deals: Part 2 - How to Navigate Deal Agreements</b> with Caroline Samara (60 mins)
Thursday May 7	9:00 a.m. – 11:00 a.m. <b>McMillan Binch</b>	<b>Legal Research and Writing: How to Analyze the Facts and the Law in Your Research Memo</b> with Lisa Kerbel Caplan (120 min)
	11:00 a.m. – 11:15 a.m.	<b>Break</b>
	11:15 a.m. – 12:45 p.m. <b>Training Room</b>	<b>Technology Training</b> with Technology Team (90 min)
	12:45 p.m. – 1:45 p.m. <b>McMillan Binch</b>	<b>Lunch</b>
	1:45 p.m. – 2:45 p.m. <b>Library</b>	<b>Legal Research and Writing: Research Tools: Quicklaw</b> with Library Team (60 min)
	2:45 p.m. – 3:00 p.m.	<b>Break</b>

Date	Time	Seminar or Event
	3:00 p.m. – 4:30 p.m. <b>Training Room</b>  4:30 p.m. – 5:00 p.m. 5:00 p.m. – 6:30 p.m. <b>Sky Lounge</b>  6:30 p.m.	<b>Technology Training</b> with Technology Team (90 min)  <b>Break</b>  <b>Welcome Reception</b>  <b>Welcome Dinner</b>
Friday May 8	9:00 a.m. – 10:30 a.m. <b>McMillan Binch</b>  10:30 a.m. – 10:45 a.m.  10:45 a.m. – 11:45 a.m.  11:45 a.m. – 12:00 p.m.  12:00 p.m. – 2:00 p.m. (working lunch) <b>McMillan Binch</b>	<b>Legal Research and Writing: What Every Summer Student Needs to Know About the Elements of Good Writing</b> with Lisa Kerbel Caplan (90 min.)  <b>Break</b>  <b>Legal Research and Writing: Research Tools: Other Web Resources</b> with Library Team (60 mins)  <b>Break</b>  <b>What Every Summer Student Needs to Know About Deals: Part 3 – How to Conduct Due Diligence</b> with Hilary Hennick (75 min.)  <b>What Every Summer Student Needs to Know About Deals: Part 4 – How to Be Useful at Closing</b> with Michelle Boodhoo (30 min.)

<b>Date</b>	<b>Time</b>	<b>Seminar or Event</b>
	2:00 p.m. – 2:15 p.m. 2:15 p.m. – 4:00 p.m. 4:00 p.m. – 5:00 p.m. <b>Library</b>	<b>Break</b> <b>Independent Work on Research Questions</b> <b>Legal Research and Writing: Wrap Up</b> with Library Team (60 min.)
Monday May 11	8:30 a.m. – 8:45 a.m. <b>Library</b>  6:00 p.m.	<b>Research Memo Assignment/Instructions</b>  <b>Independent Work on Research Memos</b>  <b>Research Memos Due</b> – email to your Writing Mentor no later than 6:00 p.m.



## Articling Student Orientation – Natalie Cuthill, Paula Krawus, Brent Ryan

### **Tuesday, August 4**

8:45 am	Meet at Reception – Elda Pinckney, HR Photos Taken for Security Passes
9:00 am – 10:00 am	Welcome/HR Orientation – Elda Pinckney (Macfarlane boardroom)
12:00 pm – 2:00 pm	Group Welcome Lunch with Principals (YEW Restaurant)
2:30 pm – 5:00 pm	Get Settled in Your Office and work on your bio for the website

### **Wednesday, August 5**

9:00 am – 12:00 pm	IT Refresher Training (Training Room – 15 <sup>th</sup> floor)
12:00 pm – 1:00 pm	Student Lunch with articling & summer students (Lang Michener boardroom)
1:30 pm – 4:00 pm	IT Refresher Training (Training Room – 15 <sup>th</sup> floor)

### **Thursday, August 6**

11:00 am – 12:30 pm	Library Research Refresher with Emily Klomps (Training Room – 15 <sup>th</sup> floor)
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## Articling Student Orientation – Ravipal Bains, Lindsay Dykstra, Michelle Fung

### **Monday, November 16**

8:45 am	Meet at Reception – Jeremy Howe, HR Photos taken for Security Passes
9:00 am – 10:00 am	Welcome/HR Orientation – Jeremy Howe or Stephen Hinds (Macfarlane boardroom)
10:00 am – 12:00 pm	Get settled in your office
12:00 pm – 2:00 pm	Group Welcome Lunch with Principals (YEW Restaurant)
2:30 pm – 5:00 pm	In your office work on your bio for the website

### **Tuesday, November 17**

9:00 am – 12:00 pm	IT Refresher Training (Training Room – 15 <sup>th</sup> floor)
12:00 pm – 1:00 pm	Student Lunch with articling students (Lang boardroom)
1:30 pm – 4:00 pm	IT Refresher Training (Training Room – 15 <sup>th</sup> floor)

### **Wednesday, November 18**

11:00 am – 12:00 pm	Library Research Refresher with Emily Klomps (Training Room – 15 <sup>th</sup> floor)
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## 2015 VANCOUVER SUMMER STUDENT ORIENTATION

Date	Time	Topic/Event
<b>Monday, May 4</b>	8:30 a.m. – 9:00 a.m. [Fraser]	<b>Coffee Mixer</b> with principals and current articling students (30 min.)
	9:00 a.m. – 9:45 a.m. [Fraser]	<b>How to Have a Successful Summer: What to Expect from your Summer at the Firm</b> with Judith Macfarlane (45 min.)
	9:45 a.m. – 11:00 a.m. [Fraser]	<b>How to Get Things Done at the Firm: HR Matters &amp; Firm Tour [includes photo I.D. and payroll forms]</b> with Elda Pinckney (75 min.)
	11:00 a.m. – 11:15 a.m.	<b>Break</b>
	11:15 a.m.– 12:15 p.m. [Training Room]	<b>How to Get Things Done using McMillan Technology</b> with Jan-Pierre Vidizzon (60 min.)
	12:15 p.m. – 1:30 p.m. [Lang Michener]	<b>Group Welcome Lunch</b> with Articling Students (75 min.)
	1:30 p.m. – 2:00 p.m. [Training room]	<b>Library Orientation and Introduction to Firm Research Resources</b> with Emily Klomps -Spanjers (30 min.)
	2:00 p.m. – 2:45 p.m. [Fraser]	<b>What Every Student Needs to Know About Professionalism</b> with Judith Macfarlane (45 min.)
	2:45 p.m. – 3:00 p. m.	<b>Break</b>
	3:00 p.m. - 4:30 p.m. [Fraser]	<b>How to Have a Successful Summer: What the Firm Expects from You</b> with Judith Macfarlane and Kaitlyn Meyer, Alice Lin and Tyson Gratton (90 min.)
	4:30 p.m. - 5:30 p.m. [off-site: meet in Fraser room]	<b>How to Have a Successful Summer: Tips from Those Who Have Gone Before You</b> with Dan Shouldice, Alice Lin, Tyson Gratton and Scott Kuehn (60 min.)

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Tuesday, May 5</b>	8:30 a.m. – 10:00 a.m. [Training room]	<b>Library Services – Secondary Sources Part 1</b> with Emily Klomps-Spanjers (90 min.)
	10:00 a.m. – 10:15 a.m.	<b>Break</b>
	10:15 a.m. – 11:45 a.m. [Training Room]	<b>IT Training: Email Management Tool/Desksite</b> with Jan-Pierre Vidizzon (90 min.)
	11:45 a.m. – 12:00 p.m.	<b>Break</b>
	12:00 p.m. – 12:45 p.m. [Fraser]	<b>The Business of Law: Why and How to Docket (with lunch)</b> with Judith Macfarlane (45 min.)
	12:45 p.m.- 1:00 p.m.	<b>Break</b>
	1:00 p.m. – 2:00 p.m. [Training Room]	<b>Time KM: The Mechanics of Docketing</b> with Jan-Pierre Vidizzon (60 min.)
	2:00 p.m. – 3:00 p.m. [Fraser]	<b>Research and Writing: How to Think Strategically</b> with Katherine Reilly (60 min.)
	3:00 p.m. – 3:15 p.m.	<b>Break</b>
	3:15 p.m. – 4:45 p.m. [Fraser]	<b>What Every Student Needs to Know About Deals: Part 1</b> with Ryan Black and Mike Reid (90 min.)
<b>Wednesday, May 6</b>	8:30 a.m. – 10:00 a.m. [Training Room]	<b>IT Training: McMillan Standard Agreement Form</b> with Jan-Pierre Vidizzon (90 min.)
	10:00 a.m. – 10:15 a.m.	<b>Break</b>
	10:15 a.m. – 11:45 a.m. [Training Room]	<b>Library Services: Secondary Sources Part 2</b> with Emily Klomps-Spanjers (90 min.)
	11:45 a.m. – 12:00p.m	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
	12:00 – 1:00 p.m. <b>[Sea to Sky Lounge]</b>	<b>Creating Balance: Walking the Thin Work-Life Line</b> presented by Well Street (optional firm event - 60 min.)
	1:00 p.m. – 2:15 p.m. <b>[Training Room]</b>	<b>Library Services: Primary Sources Part 1</b> with Emily Klomps-Spanjers (75 min.)
	2:15 p.m. – 2:30 p.m.	<b>Break</b>
	2:30 p.m. – 4:00 p.m. <b>[Lang Michener]</b>	<b>How To Make a Great First Impression: Schmoozing 101</b> with Andrea Verwey of Green Valentine (90 min.)
	4:00 p.m. – 5:00 p.m.	<b>Break</b>
	5:00 p.m. – 6:00 p.m. <b>[Sea to Sky Lounge]</b>	<b>New Student Welcome Reception</b>
	6:30 p.m. <b>LIFT Bar and Grill</b>	<b>Dinner with Principals</b>
<b>Thursday, May 7</b>	9:00 a.m. – 10:30 a.m. <b>[Training Room]</b>	<b>Library Services: Primary Sources Part 2</b> with Emily Klomps-Spanjers (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 12:15 p.m. <b>[Training Room]</b>	<b>IT Training: Automate and Research Memo, McMillan Tab</b> with Jan-Pierre Vidizzon (90 min.)
	12:15 p.m. – 1:15 p.m.	<b>Lunch on your own</b>
	1:15 p.m. – 2:45 p.m. <b>[Fraser]</b>	<b>Legal Research and Writing: Anatomy of a Research Memo/How to Analyze Facts and Law</b> with Melanie Harmer and Rohan Hill (90 min.)
	2:45 p.m. – 3:00 p.m.	<b>Break</b>

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
	3:00 p.m. – 3:30 p.m. <b>[Fraser]</b>	<b>Legal Research and Writing: How to Get Good Instructions from the Assigning Lawyer</b> with Jennifer Cockbill and Mike Reid (30 min.)
	3:30 p.m. – 4:00 p.m. <b>[Fraser]</b>	<b>Working with Your Assistant</b> with Melissa Major (30 min.)
	4:00 p.m. – 4:30 p.m.	<b>Vancouver students move into their offices</b>
<b>Friday, May 8</b>		<b>Vancouver students in their offices</b> <b>Calgary students work in the Training Room</b>
	8:45 a.m. – 9:00 a.m. <b>[Fraser]</b>	<b>Instructions for Research Memo Assignment</b> with Judith Macfarlane
	Noon – 1.00 p.m. <b>[Fraser]</b>	<b>Pizza Lunch</b> + Judith (or Katherine or Melanie) available for further discussion on memo assignment
	5:00 p.m.	<b>Submit Research Memo Assignment directly to your respective Writing Mentor by email</b>  Writing mentors:  Vancouver <ul style="list-style-type: none"> <li>• Melanie Harmer (2)</li> <li>• Katherine Reilly</li> <li>• Aron Hochhauser</li> <li>• Jamie Virgin</li> <li>• Jennifer Cockbill</li> </ul> Calgary <ul style="list-style-type: none"> <li>• Andrew Stead (2)</li> </ul>
<b>Monday, May 11</b>	9:00 a.m. – 10:30 a.m. <b>[Fraser]</b>	<b>What Every Student Needs to Know About Deals: Part 2</b> with Ryan Black and Mike Reid (90 min.)
	10:30 a.m. – 10:45 a.m.	<b>Break</b>
	10:45 a.m. – 12:15 p.m. <b>[Fraser]</b>	<b>Introduction to McMillan Practice Areas</b> with Herb Ono, Karen Carteri, Damon Chisholm, Christine Man and Ryan Black (90 min.)

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
	12:15 pm – 1.30 pm	<b>Lunch on your own</b>
	1:30 p.m. – 2:30 p.m. [Fraser]	<b>How to Have a Successful Summer: How to Manage your Practice</b> with Jamie Virgin (60 min.)
	2:30 p.m. – 2:45 p.m.	<b>Break</b>
	2:45 p.m. – 3:15 p.m. [Fraser]	<b>Meet and Greet with Legal Assistants</b> with Melissa Major (30 min.)
	3:15 p.m. – 3:45p.m. [Fraser]	<b>Overview of Office Services</b> with Allison Paiger (30 min.)
<b>Tuesday, May 12</b>	10:30 a.m. – 12:00 p.m. [Training Room]	<b>WestlawNext Training</b> – external trainer (90 min.)
<b>Wednesday, May 13</b>	2:00 p.m. – 3:00 p.m. [Training Room]	<b>Quicklaw Training</b> – external trainer (60 min.)
<b>Thursday, May 14</b>	10:00 a.m. – 11:00 a.m. [Training Room]	<b>DisclosureNet Training</b> – external trainer (60 min.)
<b>Tuesday, May 19</b>	10:00 a.m – 11:30 a.m [Training Room]	<b>Follow-up IT Training</b> with JP Vidizzon (90 min.)
<b>Wednesday, May 20</b>	9.30 a.m. [meet at Reception]	<b>Courthouse Tour</b> with Jamie Virgin
<b>Thursday, May 21</b>	2:00 p.m. – 3.30 p.m. [Lang]	<b>Introduction to Securities Law</b> with James Munro (90 min.)
<b>Monday, May 25</b>	12:00 – 1:00p.m. [Lang]	<b>General Tips and Lessons</b> with Robin Junger (60 min.)

2015 - 2016 Ottawa Articling Student Program

<b>Date</b>	<b>Time</b>	<b>Topic/Event</b>
<b>Monday, August 10</b>	9:00 a.m. – 9:45 a.m. Room B	<b>Welcome and tour of the Office (including business center)</b> with Jo-Anne Ring (45 min)
	9:45 a.m. - 10:00 a.m.	<b>Break</b>
	10:00 a.m. – 11:00 a.m. Room B	<b>Advocacy Workshop: Argue Your Motions Before the Master and Debrief</b> with Patrick Thompson (60 min)
	11:00 a.m. – 12:00 a.m. Room B	<b>Small Claims Court Practice &amp; Procedure, and How to Commission affidavits</b> with Patrick Thompson (60 min)
	12:15 p.m. – 2:00 p.m.	<b>Lunch with your mentor</b>
<b>Tuesday, August 11</b>	9:00 a.m. – 10:30 a.m.	<b>Tour of Courthouse</b> with Kyle Lambert/Tim Cullen (90 min)
	2:00 p.m. - 4:30 p.m.	<b>Technology Refresher</b> with Sherry Chen (180 min)
<b>Wednesday, August 12</b>	9:00 a.m. - 11:00 a.m. Training room	<b>Intro to Legal Research</b> with Martha Facey (120 min)
	12:00 p.m. – 1:45 p.m. (with lunch) Videoconference	<b>The Importance of Cultural Competence</b> with Ritu Bhasin ( <b>external speaker</b> )
	4:00 p.m. – 5:30 p.m. Staff room	<b>Firm drinks / Welcome Cocktail</b>
<b>Friday, August 14</b>		<b>Tips from those who have gone before you</b> with Tim Cullen and Kyle Lambert (60 min)

## Business Law Associate Training 2015

Date 2015	Program
January 21	Acquisitions: Tax Fundamentals with <i>Todd Miller</i>
January 28	CBA Skilled Lawyer Series – Corporate Drafting Module 1: Important Recent Decisions of Commercial Clauses
February 3	CBA Skilled Lawyer Series – Corporate Drafting Module 2: Top Drafting Errors Business Lawyers Make
February 17	CBA Skilled Lawyer Series – Corporate Drafting Module 3: Modern Contract Drafting for Lawyers
February 18	Contracts: Creating Enforceable Corporate Obligations (Part 1) with <i>Marlene Kane and Chris Garrah</i>
February 25	Contracts: Creating Enforceable Corporate Obligations (Part 2) with <i>Marlene Kane and Chris Garrah</i>
March 5	CBA Skilled Lawyer Series – Corporate Drafting Module 4: Beware the Boilerplate
April 14	CBA Skilled Lawyer Series – Corporate Drafting Module 5: Drafting Key Provisions of the Asset Purchase Agreement
May 5	CBA Skilled Lawyer Series – Corporate Drafting Module 6: Drafting Confidentiality Clauses and Agreements
May 20	Share Capital: <i>Securities Act</i> Exemptions for Share Issuance with <i>Adam Kline and David Andrews</i>
June 2	CBA Skilled Lawyer Series – Corporate Drafting Module 7: Drafting Indemnity and Limitations of Liability Clauses
June 9	Shareholders: Negotiating and Drafting Bullet-Proof Shareholder Agreements with Bruce Chapple
June 23	CBA Skilled Lawyer Series – Corporate Drafting Module 8: Drafting Effective Arbitration Clauses
September 15	Share Capital: Structuring and Drafting Share Provisions with <i>JR Beaudrie and Brett Stewart</i>
October 6	Contracts: How to Avoid Disputes over Accounting Issues with <i>Michael Whitcombe</i>

Date 2015	Program
November 16	Contracts: Selected Topics with <i>Greg McIlwain</i>

**2015 JUNIOR ASSOCIATE ADVOCACY TRAINING (IN-HOUSE)**

	<b>Subject</b>	<b>Date 2015</b>	<b>Instructors</b>
1	Motions and Applications: Oral Advocacy	January 12, 2015	Scott Maidment and Lisa Parliament
2	Pre-Pleading Preparation and Pleadings	March 30	Glenn Grenier Brett Harrison
3	Motions: Written Advocacy	April 15	Lindsay Lorimer Geoff Moysa
4	Examination for Discoveries: Best Practices	April 27	Martin Thompson Patrick Thompson
5	Mediation	October 20	Andrew Stead
6	Duties of an Advocate (Ethics Roundtable)	November 9	Dan MacDonald Robert Wisner
7	Practice Management: Managing your work and your time as a litigator	November 30	Ben Bathgate Lisa Parliament

**national new associate orientation**

**A G E N D A**  
**Tuesday September 8, 2015**

8:30 a.m.	Mix and Mingle
9:00 a.m. – 9:05 a.m.	<b>Welcome</b> Eric Friedman, <i>Toronto Office Management Partner</i>
9:05 a.m. – 10:15 a.m.	<b>The New Associate's Guide to Career Success</b> Marlene Kane, <i>National Director of Professional Development</i> Danielle Miller, <i>Director of Students and Associates</i>
10:15 a.m. – 10:30 a.m.	<b>Break</b>
10:30 a.m. – 11:30 a.m.	<b>The New Associate's Guide to the Business of Law</b> Evelyn Dempsey, <i>National Director of Marketing and BD</i> Claire Duckworth, <i>National Director of Finance</i> Marlene Kane, <i>National Director of Professional Development</i>
11:30 a.m.-11:45 a.m.	<b>Break</b>
11:45 a.m. – 12:45 p.m.	<b>The New Associate's Guide to Docketing: How to Communicate Value to Our Clients</b> Glenn Grenier, <i>Litigation Partner and Master Docketer</i>
12:45 a.m. – 2:00 p.m.	<b>Networking Lunch and Discussion (Hosted by Associates)</b>
2:00 p.m. – 3:00 p.m.	<b>The New Associate's Guide to Avoiding a Malpractice Claim</b> Dan MacDonald, <i>General Counsel to McMillan</i>
3:00 p.m. – 3:15 p.m.	<b>Break</b>
3:15 p.m. – 4:45 p.m.	<b>The New Associate's Guide to Practice Management: Owning Your Time</b> Ann Gomez, <i>Clear Concept Inc.</i>
4:45 p.m. – 5:00 p.m.	<b>Wrap Up</b>  <b>Welcome Reception and Dinner</b>

APPENDIX H  
CYBER LIABILITY

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Name of Firm: McMillan LLP

**1. Personnel**

- a) Do you have a Chief Security Officer or Chief Information Security Officer or equivalent? ☐ yes ☒ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?

Chief Risk Officer, National Director Facilities and National Director of Information Technology.

- b) Do you have a Chief Privacy Officer or equivalent? ☒ yes ☐ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?

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**2. Protection**

- a) Do you use encryption tools to enhance the integrity and confidentiality of confidential information?  
☐ yes ☒ no

If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)

- ☐ Data at rest  
☐ Data in transit  
☐ Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)  
☐ None of the above

- b) Do you use and regularly update industry-standard antivirus software? ☒ yes ☐ no

- c) Do you install the latest software updates to reduce security vulnerabilities? ☒ yes ☐ no

- d) Do you require that passwords be a minimum length and contain alpha and numeric characters?  
☒ yes ☐ no

- e) Do you require that passwords be regularly updated? ☒ yes ☐ no

- f) Do you check to make sure that no spyware or adware resides on your computers? ☒ yes ☐ no

- g) Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems? ☒ yes ☐ no

- h) Is the data on your servers encrypted? ☐ yes ☒ no

- i) Is the data on your desktop and laptop computers encrypted? ☒ yes ☐ no
- j) Is the data on your mobile devices encrypted? ☒ yes ☐ no **\*\*This applies to iPhones and Blackberries only. Samsung phones are not encrypted.**
- k) Have predesignated computer system/application access rights and privileges been set for all authorized users? ☒ yes ☐ no
- l) Is there hourly or daily automatic backup of documents and emails? ☒ yes ☐ no
- m) Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems? ☒ yes ☐ no
- n) Are backups stored off-site at a secure location? ☒ yes ☐ no
- o) Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen? ☒ yes ☐ no
- p) Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? ☐ yes ☒ no
- q) Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel? ☒ Most of the time ☐ Occasionally ☐ Never

### 3. Incident Response

Do you have a written network security incident response plan? ☐ yes ☒ no

McMillan is in the process of hiring a Director of Information Security and Privacy who will assist in drafting relevant policies including an Information Systems Security Policy and an Incident Response Plan. This documentation will be finalized by the new Director of Information Security.

If "yes":

- a) Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated? ☐ yes ☐ no
- b) Does it include procedures to alert your clients that their data may have been compromised? ☐ yes ☐ no

### 4. Policies

- a) Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis? ☐ yes ☒ no
- b) Do you advise your lawyers of the risks of using unencrypted email? ☐ yes ☒ no
- c) Does your firm advise your lawyers of the dangers of metadata? ☒ yes ☐ no
- d) Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches? ☒ yes ☐ no
- e) Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks? ☒ yes ☐ no

APPENDIX I

2016 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: McMillan LLP


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## My LAWPRO®

## Online 2016 Firm Summary Form

[FAQs](#)

**NOTE:** For the purposes of this Application, LAWYER means each person who holds a Class L1 licence pursuant to the by-laws of the Law Society Act.

Please **REVIEW** carefully. To make further changes or corrections before submitting, click on the Tabbed section of the application. Press the 'Submit now' button at the end of this review to complete the online filing.

A964520 MCMILLAN LLP



## General LAW FIRM Information

1. **Name of LAW FIRM:** MCMILLAN LLP  
**Address:** #4400 - 181 BAY ST  
 BROOKFIELD PLACE  
 TORONTO, ON  
 M5J 2T3  
**Phone Number:** 416-865-7000  
**Fax Number:** 416-865-7048  
**E-mail address:**  
**Firm Website(s):** www.mcmillan.ca  
**Managing Partner/LAWYER:** 17243F – MICKEY MILAN YAKSICH  
**Office Admin./Manager:** NISHA RIDER  
**Claims Contact:** 23125F – DANIEL VINCENT MACDONALD  
**CPD Contact:** MARLENE KANE  
**Nature of Law Practice:** Partnership - LLP
2. **Contact name and title:**  
 Indicate the preferred firm contact for insurance matters.  
**Name:** Dan MacDonald  
**Title:** General Counsel
3. **Number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in LAW FIRM in Ontario:**  
 Indicate the current number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in the LAW FIRM in Ontario.  
153
4. **Number of staff in LAW FIRM in Ontario who are not LAWYERS:**  
 Indicate the current number of staff in the LAW FIRM in Ontario who are not LAWYERS. Include all staff who provide law-related services who are directly or indirectly employed, whether through management, other companies or otherwise, by the LAW FIRM or by any of the LAWYERS in the LAW FIRM or any spouse including those EMPLOYEES who are casual or part-time EMPLOYEES. Independent contractors such as bookkeepers, PARALEGALS, researchers, etc. who are not EMPLOYEES of the LAW FIRM should not be included.  
273

**5. Excess liability insurance (optional):**

Indicate the name of the insurer and excess liability insurance limits. Limits are in addition to the required \$1 million per CLAIM/\$2 million in the aggregate primary LAWPRO policy limits.

Name of insurer: CLLAS

**Total Excess Liability Limits:**

per CLAIM/aggregate above LAWPRO POLICY limits (for all Excess coverage carried)

\$ 249 Million per claim

\$ 249 Million aggregate

**6. Volume Billings:**

Indicate the Average Gross Billings per LAWYER in the LAW FIRM.

Average Gross Billings (select one):

AV14 - Average Gross Billings: over \$500,000

**Firm Member List**

Listed below are the names and LSUC numbers for all partners, associates and/or employed LAWYERS in the LAW FIRM, who are to be included in this application for Professional Liability insurance.

**R** - LAWYER Removed; **N** - New LAWYER; **U** - LAWYER info Updated.

LSUC#	Last Name	First Name	Status
61750W	ADAMSON	ALICE ELINOR CALIE	
60346K	AMMERMAN	DARCY JUNE EDITH	
53623H	ANDREOU	SANDY-KIRIAKI	
68994Q	ANDREWS	DAVID ARTHUR	
45319L	ANNIBALE	JASON JOSEPH	
43215P	ANTENORE	ROBERTO ALBINO	
19765D	ARCHIBALD	FRANCIS ARNOLD	
68648O	ARMSTRONG	TAYLEIGH CLAIRE	
20488J	AVIS	PAUL JAMES	
22613E	BADALI	GERALD ANTHONY	
17332F	BANFAI	GEZA ROBERT	
50965E	BATHGATE	BENJAMIN MATTHEW	
52088A	BEAUDRIE	GERALD RAYMOND II	
41628E	BIRD	KEITH DANE	
66196U	BOODHOO	MICHELLE DEVI	
61781A	BOSHYK	PAUL DANIEL	
63958P	BRANDRETH	SEAN CASEY	
60039L	BRAZIL	LAURA DRYDEN	
66576P	BROWN-OKRUHLIK	STEPHEN JAMES	
65436P	BURKE	CIARON ELISE	
57356F	BURSEY	KENNETH JOHN	
31774T	CAMPBELL	ANDREW NEIL	
63582P	CHAD	JOSHUA IAN	
39856J	CHAPPLE	BRUCE ALAN	
43890T	CHERTIN	JASON ALEXANDER	
56736M	CHISHOLM	ADAM DONALD HUNT	
29813P	CLIFFORD	JOHN FREDERICK	
26135J	COLLINS	FRANCIS PAUL	
39398E	CONLIN	CHARLOTTE ELLEN	
57582G	COOPER	RACHEL AMI	
15567R	CRANSTON	ROBERT RUTHERFORD	
67466T	CULLEN	TIMOTHY JOSEPH	
67719H	D'SILVA	DEVINA LILLIAN	
24344L	DAECHSEL	WILLIAM KIP	
28388P	DAVIS	PAUL DESMOND	
27262E	DE VUONO	CARLO GIANNI ANTONY	
28766S	DEBENHAM	DAVID BISHOP	
65857F	DI FRANCESCO	STEFANIE ANNE	
21625C	DRABINSKY	HOWARD MARK	
23677J	DUFORT	TERESA MARIE	
29846I	DUNLOP	DAVID ROBERT	
68071P	DUTA	VLAD	
31827E	EDMONDSTONE	DANIEL GEORGE	

23029W	ELENBAAS	DAVID STUART
22715J	FLYNN-GUGLIETTI	MARY LOUISE
39059I	FORGIONE	PASQUALE
61495I	FORRISTAL	MARIE ANNIK
55822N	FRASER	ROBERT GORDON
31055F	FRIEDMAN	ERIC BRAM
45405A	FRIEDMAN	MICHAEL FRASER
60437C	GANDHI	RATIKA
38235F	GARRAH	CHRISTOPHER JAMES
28429O	GERMANAKOS	CHRIS NICKOLAS
41681T	GIDDENS	PETER DOUGLAS
58905N	GJOKA	FRED
19889L	GLASS	ROBERT EDWARD
68423U	GORDON	SAMANTHA LYNN
32272T	GRENIER	GLENN
28449C	GROOM	SHARON ELIZABETH
46627R	GROSSMAN	ROBBIE BRETT
45965G	HALLADAY	CASEY WILTON
58590T	HAN	JULIANA
35899V	HANNA	WILLIAM BRADLEY
44336A	HARRISON	BRETT GAVIN
64432U	HUGHES	TIMOTHY JOHN WILLIAM
54008B	IRVINE	CARL GEOFFREY LANE
60743F	IRWIN	WILLIAM MAC DONALD CHASE
52871A	KAPOOR	REEMA
18484O	KENT	ANDREW JOHN FRANCIS
23096P	KENT	DAVID WILLIAM
65952P	KHOROMI	MONEY
57155G	KILPATRICK	SARAH STEPHANIE
62241Q	KIM	ALISON JIAE
50788A	KLINE	ADAM JEREMY
67818B	KOCZERGINSKI	MITCHELL SEAN
29053C	KOEHNEN	MARKUS
30203M	KRUPA	HENRY JOHN
28811M	KUBRICK	GEOFFREY CHARLES
61909T	KWINTER	HILARY ROSE
63416F	LAMBERT	KYLE MICHAEL
55582H	LEVINE	JEFFREY ANDREW
43433O	LORIMER	HEATHER LINDSAY
29568S	LYONS	CAROL VIRGINIA
18865F	MACCHIONE	LUIGI
23125F	MACDONALD	DANIEL VINCENT
45724I	MACNEIL	JANINE MARIE
48560H	MAEROV	ADAM CHRISTIE
33797R	MAIDMENT	JEFFREY SCOTT
68499A	MARFATIA	MUDASIR
46028E	MARTIN	KATHY ABIE
11037S	MCDERMOTT	ROBERT KENNETH
49365S	MCILWAIN	GREGORY JAMES
49366O	MCKECHNIE	DAVID JAMES GRAEME
17525C	MCKENNA	BRUCE ANDREW
25446E	MCNEE	MARGARET CECILIA
25451S	MCWILLIAM	BRUCE NORMAN
61623P	MENG	JUN CHAO
36821O	MILLER	TODD ANDREW
46043M	MIRAKIAN	SHAHEN-ARAM
60526C	MIRZA	AHSAN-UDDIN
54373S	MOYSA	GEOFFREY ERIC
29616A	MURPHY	TIMOTHY JOHN
36442P	MURRAY	PATRICK WILLIAM
26300E	MUSGROVE	JAMES BURK
68519P	NAGASHIMA	JEFFREY EIGI
62608S	O'HARA	JONATHAN PETER
40094E	ONN	ANDREA LYNN
40600O	OPASHINOV	MARK
17892L	PALMAY	FRANK
49639N	PARLIAMENT	LISA DIANNE
10447H	PATERSON	JOHN ALEXANDER
23510O	PETERSEN	RONALD STUART
22856R	PHELAN	PATRICK JOSEPH
27710P	RANKIN	MICHAEL STEPHEN
43347C	RICHMOND	MICHAEL JONATHAN
32435L	RIGBY	STEPHEN CHARLES ERNEST
35657E	ROGERS	ROBERT DOUGLAS JEFFREY

N	U
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21103D	ROSS	DAVID NORMAN
43165S	ROSTOM	WAEI MOSTAFA KAMEI AHMED
23876Q	ROWLANDS	WILLIAM ALLAN
66457K	RUDENSKY	ADRIANA KRISTINE
60583B	SAGAN	MARIA
63856K	SAMARA	CAROLINE TAHAN
51151C	SBROCCHI	SANDRA DANIELLE
27491Q	SCAVONE	ROBERT MICHAEL
59069Q	SCHRAGER	ILANA CLAIRE
20059R	SCOTT	THOMAS EDWARD
60807A	SHORE	ROBERT JONATHAN
20074C	SIMPSON	JEFFREY BRIAN
32052F	SIWANOWICZ	HELLEN LINDA
38470E	SLAN	DAVID EVAN
52402J	ST. BERNARD	ANDREA MERREL MARION
41773H	STACEY	CHERYL ANNE
51422J	STEWART	CATHERINE BRETT
55687A	STIRLING	ANDREW JOHN
22247K	TEMPLETON	MICHAEL DAVID
47721T	THOMPSON	MARTIN JAMES
50549R	THOMPSON	PATRICK ANDREW
21158W	THRING	DAVID EDWARD
65741W	TOMBS	ANNA LESLIE ROBINSON
60647W	VATAVU	IOANA
48753E	WAGGOTT	GEORGE LOVELL
63903T	WALKER	RYAN JAMES
49942F	WASSER	LYNDSAY AVRA
43389Q	WATERS	DONALD MARTIN
18002S	WELLS	PETER EDWARD JOHN
22267V	WENTZELL	DAVID GERRARD
27552D	WHITCOMBE	MICHAEL PAUL
29739M	WLKS	JAMIE MICHAEL
32106J	WILLIS	PETER ALEXANDER JAMES
38069O	WISNER	ROBERT
64677C	WORONE	ALLISON MARIE
68998A	WORTLEY	STEPHEN DOUGLAS
17243F	YAKSICH	MICKEY MILAN
64681U	ZACKS	CARA MICHELLE FRANK
60338I	ZHAO	SANDRA XUE
63006F	ZHOU	XUE
21930J	ASH	HAROLD STEWART
10198D	PLUMLEY	DONALD NEVILLE
21850H	SEIGEL	SHERYL ELAINE

R

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Number of LAWYERS practising in the firm: 157

The following LAWYERS are currently listed as members of your firm. However, they may not be automatically included in your firm's 2016 renewal, as additional filings may be required from the individual LAWYERS, as described below:

51188K WEERASOORIYA TUSHARA NILUPUL

N U

**EXEMPT: E**

This LAWYER has been exempt but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2015, he/she must complete an Application form for New Applicants. The LAWYER will be added to the Firm's Renewal filing when the New Applicant's application form is submitted for the LAWYER.
- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

**LAW FIRM's Coverage Options****7. DEDUCTIBLE Option:**

\$25,000 DEDUCTIBLE applicable to claim expenses, indemnity payments, and/or costs of repairs together

**8. Innocent Party Coverage sublimit:**

\$250,000 per claim/aggregate

**9. Restricted Area of Practice Option: Criminal and/or Immigration Law:**

No

**10. Real Estate Practice Coverage Option:**Yes

Number of LAWYERS who have REAL ESTATE practice option: 18

**LAW FIRM's Premium Payment Options****11. Third-party payor authorization:**

Please indicate here if you are going to pay using credit card or bank account information belonging to a third party.

No**12. Instalment Option:**Lump sum payment by cheque, dated and received by February 5, 2016 (eligible for \$50 plus PST per LAWYER discount).**16. Mail/fax your premium payment information:**No**17. 2016 Invoicing Information:**I prefer to receive our law firm's 2016 insurance premium invoice by mail.**CLAIM(S) & POTENTIAL CLAIM(S)**

18. All members and employees of your LAW FIRM should be canvassed to determine if any member or employee of the LAW FIRM is aware of any CLAIM(S) or POTENTIAL CLAIM(S) of which LAWPRO has not been notified under the Law Society of Upper Canada program.

Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society of Upper Canada program, is any present member or employee of the LAW FIRM aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against the LAW FIRM or against any other on whose behalf this Application is submitted?

No**Filer Information**

19. Name, Phone and E-mail: (this information may be shared with the LAWYER(s) on whose behalf you are filing.)

Name: Nicole ReynoldsPhone: 416-865-7041E-mail: nicole.reynolds@mcmillan.ca

Your Comments and/or Suggestions:

A confirmation email will be sent to nicole.reynolds@mcmillan.ca upon submission.

*If you wish to make a further change or correction, click on the appropriate Tab at the top of this form to return to the relevant section of the application. Then Review the application again.*

*Once you have reviewed your completed form and are satisfied that no additional changes need to be made, proceed as follows:*

- *Print a copy of the Application for your records, using the print function in your browser.*
- *E-file your Application by clicking on the 'Submit now' button below.*
- *You will automatically be provided with a confirmation number once you have submitted your form, to verify that you have successfully completed the e-filing process. Record your confirmation number with your printed application.*

**Submit now**

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## Leandra Delgado

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**From:** LAWPRO Website [service@LAWPRO.ca]  
**Sent:** Tuesday, November 03, 2015 9:24 AM  
**To:** Nicole Reynolds  
**Subject:** 2016 Firm Renewal Application for Professional Liability Insurance

2016 Firm Renewal Application for Professional Liability Insurance

2016 Firm Filing completed on: 2015-11-03 9:24:26 AM

Name of LAW FIRM: MCMILLAN LLP  
Your Firm Account number: A964520

Your Confirmation No.: P1941566

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