



Canadian Lawyers Liability Assurance Society

2017/2018 Renewal Application for  
Excess Professional Liability Insurance

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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): Torys LLP

2. Address of principal office: Suite 3000, 79 Wellington Street West, TD Centre  
Toronto, ON M5K 1N2

Phone: ( 416 ) 865-0040 Fax: ( 416 ) 865-7380

3. Address, phone and fax numbers of other office(s):  
Please see attached

4. Management or service companies, date(s) established and services provided:  
Toryco Services, a limited partnership established in 1976; provides secretarial,  
administrative and support services for the firm.

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 CLLAS 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.

Not applicable

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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, 2017:
- 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.

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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	43.3 %	45.2 %
b) Criminal Law	0.0 %	0 %
c) Family Law	0.0 %	0 %
d) Intellectual Property	5.1 %	4.5 %
e) Labour Law	1.7 %	1.4 %
f) Litigation	18.1 %	16.7 %
g) Real Estate	3.7 %	4.4 %
h) Securities Law	16.7 %	18.1 %
i) Tax Matters	4.3 %	3.2 %
j) Wills, Estates, Trust	1.3 %	1.0 %
k) Other (please specify)	5.8 %	5.6 %
Technology & E-commerce (2.0%), Insolvency (3.8%)		

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, 2016. 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

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 2017 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: \_\_\_\_\_



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

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



## **CLLAS 2017/2018 Renewal Application**

### **Question 3. Torys LLP - Other offices:**

1114 Ave. of the Americas  
23rd Floor  
**New York, NY, USA** 10036.7703  
(P) 212-880-6000

525-8th Avenue S.Wl,  
46th Floor  
**Calgary, Alberta**  
T2P 1G1  
(P) 403-776-3700

1 Place Ville-Marie  
Suite 2880  
**Montreal, Quebec**  
H3B 4R4  
(P) 514-868-5600

1871 Hollis Street  
Suite 200  
**Halifax, Nova Scotia**  
B3J 0C3  
(P) 902-720-3500

## APPENDIX A

### PREDECESSOR FIRMS

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Name of Firm: Torys LLP

#### Merger Date

- Tory Tory DesLauriers & Binnington
- Haythe & Curley
- Tory Haythe
- Tory Tory
- Torys

October 1, 1999

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, 2017

Name of Firm: Torys LLP

	CANADA					OUTSIDE OF CANADA <sup>5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> (Please specify)	<u>U.S.</u>	<u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>	16	202	5		Nova Scotia - 5	38	
b) No. of Patent & Trademark Agents <sup>/2</sup>	0	2	0		0	0	
c) No. of Non-lawyer Consultants <sup>/3</sup>	0	0	0		0	0	
d) No. of Paralegals	2	24	0		Nova Scotia - 1	2	
e) No. of Other Employees	20	353	3		Nova Scotia - 1	22	
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>	15	39	2		0	0	

<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.

**Active Members of Toronto Office of Applicant  
March 1, 2017**

**Name of Applicant: Torys LLP**

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
William J. DesLauriers	1955	1955	Senior Counsel
Frank Iacobucci	1970	2005	Senior Counsel
Benjamin Geva	1970	2011	Counsel
Sheila R. Block	1974	1974	1980
Wilfred M. Estey	1974	1974	Senior Counsel
Peter E.S. Jewett	1974	1974	Senior Counsel
J. Robert S. Prichard	1978	2010	Chairman
Patricia D.S. Jackson	1979	1979	1985
John B. Laskin	1979 (Alberta 1987)	1982	1986
Richard J. Balfour	1980 (England & Wales 2000)	1981	Senior Counsel
Elizabeth Ellis	1980	2007	N/A
Jacqueline R. Bryers	1982	1982	N/A
Corrado Cardarelli	1983	1983	1989
James C. Tory	1983	1983	1989
Philip Mohtadi	1985	1985	Counsel
Cheryl Reicin	1985 (Massachusetts 1989)	2004	2004
Eileen M. McMahon	1987	2002	2002
Richard G. Willoughby	1987 (NY 2002)	1987	1993
Sharon C. Geraghty	1988	1988	1994
Tony DeMarinis	1989	1989	1995
John Tobin	1989	2002	2002
Julia Holland	1992	1992-2002/2006	N/A
Peter A. Aziz	1993	1993	Counsel
Kathryn Moore	1993	1993-97/2003	Counsel
Andrew M. Shaughnessy	1993	2001	2003
David Steele	1993	1993	1999
John Fabello	1994	2005	2005
Glen R. Johnson	1994	2000	2002



<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Bernard Kwasniewski	1994 (NY 1997; Cali. 2005)	2008	Counsel
Scott A. Bomhof	1995	1995-97/2001	2001
Dennis E. Mahony	1995	1995	2001
Michelle Nelles	1995	2011	Counsel
Darryl Hiscocks	1996	2014	Counsel
Simon C. Knowling	1996	1996	2002
Michael Amm	1998 (NY 2001)	1998	2005
Adam S. Armstrong	1998	1998	2005
Scott Bell	1998	2010	Counsel
Scott Kraag	1998 (B.C. 1998; England & Wales 2002)	2002	2007
Leslie McCallum	1998 (NY 1998)	2004	Counsel
Susan Nickerson	1998	2013	2013
Christine Voegesang	1998	2006	Counsel
David Bish	1999	2010	2010
Michael T. Pickersgill	1999	1999	2007
Melanie Rowand	1999	2015	N/A
Sophia Tolias	1999 (Quebec 1998, England & Wales 2003)	2012	Counsel
Aaron Emes	2000	2000	2007
David Outerbridge	2000	2001	2014
Grant Worden	2000	2004	Counsel
Jim S. Hong	2001	2002	2008
Graham Rawlinson	2001	2001	2008
Andrew Silverman	2001	2013	Counsel
Lisa Talbot	2001	2001	2008
Thomas Yeo	2001	2001	Counsel
Tom Zverina	2001	2001	2008
Edward Fan	2002	2006	2010
Andrew D. Gray	2002	2002	2010
Richard W. Johnson	2002	2002	2017
Rima Ramchandani	2002	2002	2010
Andrew Wong	2002	2006	2011
Nadine Rockman Katz	2003 (NY 2004)	2003	N/A
Tyson Dyck	2004	2005	2015

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Patricia McMahon	2004	2016	N/A
Jonathan Myers	2004	2009	Counsel
Kevin Tuohy	2004	2013	N/A
Milosz Zemanek	2004 (NY 2005)	2010	2016
Emily Atkinson	2005 (NY 2009)	2010	N/A
Jon Cescon	2005 (NY 2006)	2005	N/A
Gillian B. Dingle	2005	2005-11/2015	Counsel
Abraham Drassinower	2005	2005	Counsel
Jennifer Lennon	2005	2005	N/A
Martha MacDonald	2005	2015	2015
Leonard Nesbitt	2005	2013	Counsel
Ebad Rahman	2005	2008	Counsel
Simon Williams	2005 (NY 2008)	2011	N/A
Amarpreet Bhasin	2006 (NY 2009)	2011	2016
Saira Bhojani	2006	2006	Counsel
Paul Budovitch	2006	2012	N/A
Michael Zackheim	2006	2006	2015
Yael Bienenstock	2007	2007	Counsel
Alison Harnick	2007	2007	N/A
Joel Ramsey	2007 (NY 2004)	2014	2014
Teresa A. Reguly	2007	2007	2016
Adam M. Slavens	2007	2007	2017
Karen Townsend	2007	2007	Counsel
Matthew Atkey	2008	2008	N/A
Jamie Becker	2008	2008	N/A
Huw Evans	2008	2008	2017
Nina Mansoori	2008	2008	2017
Myriam Seers	2008	2012	N/A
Adam Banack	2009	2009	N/A
Morgan Crockett	2009	2009	N/A
Adrienne DiPaolo	2009	2009	N/A
Andrew Gibbons	2009 (England & Wales 2005)	2011	N/A
Adrienne Glen (Love)	2009	2012	N/A
Konata Lake	2009 (NY 2009)	2012	N/A
Joshua Lavine	2009 (NY 2012)	2009-10/2012	N/A
Shirin Mirsaeidi	2009	2011	N/A
Alexandra Peterson	2009	2014	N/A
Molly Reynolds	2009	2009	N/A

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Sumeet Dang	2010	2010-13/2015	N/A
Robert Leibel	2010	2010	N/A
Nicole Mantini	2010	2010	N/A
Eli Monas	2010	2010	N/A
Paulina Taneva	2010	2010	N/A
Tasha De Freitas	2011	2016	N/A
Daniel Doubilet	2011	2011	N/A
Laurie Duke	2011	2010	2015
Yolande Dufresne	(NY 2005) 2011	2011	N/A
James Gotowiec	(NY 2017) 2011	2011	N/A
Will Hooper	2011	2011	N/A
Christie Kneteman	2011	2011	N/A
Adeyinka Olusoga	(NY 2016) 2011	2011	N/A
Jeremy Opolsky	2011	2014	N/A
Genevieve Ross	(2012 NY) 2011	2011	N/A
Zehra Sheerazi	2011	2012	N/A
Steven Slavens	2011	2011	N/A
Leah Frank	2011	2011	N/A
Sarah Whitmore	2011	2011	N/A
Rebecca Wise	2011	2011	N/A
Ryan Unruch	2011	2013	N/A
Josh Van Deurzen	(NY 2007; Mass 2006) 2011 (NY 2009)	2010-11/2015	N/A
Stephan Abrahamson	2012	2012	N/A
Shane Attersley	2012	2012	N/A
Nooreen Bhanji	2012	2012	N/A
Lily Coodin	2012	2012	N/A
David Forrester	(NY 2015) 2012	2012	N/A
David Leith	2012	2012	N/A
Melissa Prado	2012	2012	N/A
Patrick Reynaud	2012	2016	N/A
Thomas Stevenson	(Quebec 2012) 2012	2012	N/A
Marko Trivun	(Alberta 2016) 2012	2012	N/A
Kevin Wall	2012	2012	N/A
Shannon Gotfrit	2013 (NY 2008)	2011	2016
Lynne Lacoursiere	2013 (NY 2003)	2012	Counsel
Vitali Berditchevski	2013	2013	N/A
Jessica Bishop	2013	2015	N/A
Addie Buhr	2013	2013	N/A
Sarah Carter	2013	2013	N/A

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Sophie Courtois	2013	2013	N/A
Jordan Fenton	2013	2013	N/A
Frazer House	2013	2013	N/A
Braden Jebson	2013	2013	N/A
Vanessa Komarnicki	2013	2013	N/A
Matthew Kuchinsky	2013	2013	N/A
Ryan Lax	2013	2013	N/A
Richard Missaghie	2013	2013	N/A
Rachael Saab	2013	2013	N/A
Bradley Tartick	2013	2013	N/A
Jacob Weinstock	2013	2013	N/A
Alberta Chan	2014	2014	N/A
Eliot Che	2014	2014	N/A
Marina Chernenko	2014	2014	N/A
Michele Cousens	2014	2014	N/A
Marissa Daniels	2014	2014	N/A
Robb Fatt	2014	2014	N/A
Allison Hennick	2014	2014	N/A
Simonne Horwitz	2014	2014	N/A
Irfan Kara	2014	2014	N/A
Min Kim	2014	2014	N/A
	(NY 2015)		
Nick Kennedy	2014	2014	N/A
Jonathan Lee	2014	2014	N/A
Olga Matyash	2014	2014	N/A
	(NY 2012)		
Daniel Millar	2014	2014	N/A
Blake Pronk	2014	2014	N/A
Rob Shaw	2014	2014	N/A
Laura Sigurdson	2014	2014	N/A
Brian Unger	2014	2014	N/A
Kevin Armitage	2015	2015	N/A
Beatrice Bozinovski	2015	2015	N/A
Crystal Chung	2015	2015	N/A
Alexandra Goldstein	2015	2015	N/A
Lara Guest	2015	2015	N/A
Steve Hundal	2015	2015	N/A
Christine Innes	2015	2015	N/A
Michael Jason	2015	2015	N/A
Geoff Kelsall	2015	2015	N/A
Aria Laskin	2015	2015	N/A
Stephen Neil	2015	2015	N/A
Owen Payne	2015	2015	N/A
Jacob Posen	2015	2015	N/A
Aleksandra Ramsvik	2015	2015	N/A
Henry Ren	2015	2015	N/A
Brett Saulnier	2015	2015	N/A
Patrick Shaunessy	2015	2015	N/A
Alexandra Shelley	2015	2015	N/A
Emily Sherkey	2015	2015	N/A
Jackson, Leora	2015	2016	N/A

<b>Lawyer</b>	<b>Admitted to Ontario Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Sharon Au	2016	2016	N/A
Justin Crawford	2016	2016	N/A
Joshua Daniels	2016	2016	N/A
Emily Debono	2016	2016	N/A
Riley Harmon	2016	2016	N/A
Selamawit Ibrahim	2016	2016	N/A
Lynn Khazzam	2016	2016	N/A
Caitlin Morin	2016	2016	N/A
Michael Murphy	2016	2016	N/A
Emma Sako	2016	2016	N/A
Tekin Salimi	2016	2016	N/A
Davida Shiff	2016	2016	N/A
Manpreet Singh	2016	2016	N/A
Isabella Ssozi	2016	2016	N/A
Tosh Weyman	2016	2016	N/A

**Active Members of Montreal Office of Applicant**  
**March 1, 2017**

<b>Lawyer</b>	<b>Admitted to the Québec Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Anthony Beauséjour	2016	2016	N/A
Rebecca Moskowitz	N/A (2013 Ontario)	2013	N/A
Joanna Lozowik	2012	2015	N/A
Marie-Ève Gingras	2009 (2015 Ontario)	2013	N/A
Geneviève Bertrand	2007 (2014 Ontario)	2013	N/A

**Active Members of Calgary Office of Applicant**  
**March 1, 2017**

<b>Lawyer</b>	<b>Admitted to the Alberta Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
David Kolesar	2004 (Ontario 2002)	2015	N/A
Leah Dickie	2007 (California, 2003)	2012	N/A
Michael Pedlow	2007	2011	N/A
Peter Danner	2013 (Ontario 2008, Massachusettes 2009)	2011	N/A
Evan Dickinson	2010	2013	N/A
Carla Hunt	2010	2016	N/A
Matthew Lui	2010	2015	N/A
Renée Matthews	2010	2011	N/A
Ian Gordon	2011	2016	N/A
Yvan Moquin	2011	2011	N/A
Amy Maginley	2012	2013	N/A
Tyrel Henderson	2014	2014	N/A
Alanah Wiberg	2014	2016	N/A
Gino Bruni	2015	2015	N/A
Kathleen Turner	2015	2015	N/A
Brandon Schur	2016	2015	N/A

**Active Members of Halifax Office of Applicant**  
**March 1, 2017**

<b>Lawyer</b>	<b>Admitted to the Nova Scotia Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Christopher J. Fowles	2014 (Ontario 1996; England & Wales 2000)	1996	2005
Penny Harding	1999 (Ontario 2015, Alberta 2016)	2015	N/A
Shawn Langlois	2015 (Ontario 1999)	2014	N/A
Andrew McFarlane	2003 (Ontario 2015)	2015	N/A
Sean Farmer	2012 (Ontario 2015)	2014	N/A



**Active Members of New York Office of Applicant**  
**March 1, 2017**

<b>Lawyer</b>	<b>Admitted to the New York Bar</b>	<b>Year joined Applicant</b>	<b>Year became Partner</b>
Andy Beck	1973 (1992 Pennsylvania) (1972 Virginia)	2000	2000
Don Bell	1994 (1994 BC, 1994 NY)	2014	2014
Jared Fontaine	2008 (2001 Pennsylvania) (2001 New Jersey)	2007	2012
Amy Johnson-Spina	2001 (2001 New Jersey)	2001	2009
Joseph (Jay) Romagnoli	1987 (1989 District of Columbia)	2000	2000
Stefan Stauder	2000 (1997 Munich, Germany)	2010	2010
Jim Guadiana	1966	2003	2003
David Wawro	1978	2000	2000
Miroslav Fajt	1981	2000	2000
William Gray	1981	2001	2001
Mark Graham	1983	2012	N/A
Peter Keenan	1991	2000	2000
Alison Bauer	1996	2001	2005
Darien Leung	1996	2001	2006
Karrin Powys-Lybbe	N/A 1996 (Ontario)	1993	2014
Scott Semer	1998	2015	2015
Christopher Caparelli	2000	2005	Counsel
Mile Kurta	2002	2012	2002
Tara Mackay	2016 (2002 Ontario)	2009	2011
Jonathan Wiener	2002	2007	2007
Michael Horwitz	2004	2013	Counsel
Glen (David) Mattingly	2007	2005	2014
Judah (Ari) Feder	2008	2010	N/A
Jaclyn Leader	2008	2010	N/A
Heding Yang	2008	2007	N/A
Batya Nadler	2009	2016	N/A
Katherine Spenner	2009	2016	N/A
Jason Zhou	2009	2013	N/A
Christopher Bornhorst	2010	2016	N/A
Shauna Gibbons	2011	2015	N/A
Christine Lin	2011	2017	N/A
Max Shakin	2012 (2011 New Jersey)	2014	N/A
Jonathan Weinblatt	2012	2013	N/A
Alice Lin	2014 (2014 British Columbia)	2015	N/A
Meghan McKeeever	2013	2014	N/A
Jenny Karlsson	Pending 2016	2016	N/A
Steven Rotchtin	2016	2015	N/A
Nick Clarkin	Pending 2017	2016	N/A

# Professional Corporation Report

Company	Location	Job Title	Employee Name	Professional Corporation Name
Torys Law Firm LLP (Montreal - Partners)	Montreal	Partner	McNamara, William	William McNamara Professional Corporation
		Partner	Rodrigue, Sylvie	Sylvie Rodrigue Professional Corporation
Torys LLP Partners	Calgary	Senior Counsel	Bedford, Andrew P.	Andrew P. Bedford Professional Corporation
		Partner	Christopher, Chris	C.A. Christopher Professional Corporation
		Partner	Cochlan, Scott R.	Scott R. Cochlan Professional Corporation
		Partner	Cusano, Luigi A.	Luigi A. Cusano Professional Corporation
		Partner	Cuschieri, David V.	David V. Cuschieri Professional Corporation
		Partner	Deyholos, Ron	Ronald A. Deyholos Professional Corporation
		Partner	Flaman, Derek S.	Derek S. Flaman Professional Corporation
		Partner	Fougere, Kevin A.	Kevin A. Fougere Professional Corporation
		Partner	Jugnauth, Neville	Neville Jugnauth Professional Corporation
		Partner	Kashuba, Kyle	Kyle D. Kashuba Professional Corporation
		Partner	Maurice, Craig	Craig Maurice Professional Corporation
		Partner	Paskaran, Janan	Janarthanan Paskaran Professional Corporation
		Partner	Stimpson, Stephanie C.	Stephanie C. Stimpson Professional Corporation
		Senior Counsel	Tysowski, Lianne J.	Lianne J Tysowski Professional Corporation
	Toronto	Senior Counsel	Wood, David M.	David Wood Professional Corporation
		Partner	Akkawi, Michael F.	Michael Akkawi Professional Corporation
		Partner	Assaf, Dany H.	Dany H. Assaf Professional Corporation
		Partner	Bailey, Rose	T. Bailey Professional Corporation
		Partner	Bain, Mark	Mark Bain Law Professional Corporation
		Partner	Balasubramanian, Amanda C.	Amanda Balasubramanian Professional Corporation
		Partner	Berman, Guy	Guy Berman Professional Corporation
		Partner	Bernstein, Andrew E.	Andrew Bernstein Professional Corporation
		Senior Counsel	Cameron, R.	John Cameron Professional Corporation
		Partner	Chaikof, David	David Chaikof Professional Corporation
		Partner	Cockburn, Matthew W.	Matthew Cockburn Professional Corporation
		Partner	Delean, Adam	Adam Delean Professional Corporation
		Partner	Dell, David A.	David Dell Professional Corporation
		Partner	Donovan, Stephen J.	S. Donovan Professional Corporation
		Partner	Emanoilidis, John E.	John Emanoilidis Professional Corporation
		Partner	Feldman, Michael	Michael Kevin Feldman Professional Corporation
		Partner	Ford, Daniel A.	Daniel A. G. Ford Professional Corporation
		Partner	Fortier, Michael J.	Michael J. Fortier Professional Corporation
		Partner	Frazer, Mitchell S.	Mitch Frazer Professional Corporation
		Partner	Gherbaz, Sabrina A.	Sabrina Alison Gherbaz Professional Corporation
		Partner	Helbronner, Valerie	Valerie Helbronner Professional Corporation
		Partner	Hill, Krista F.	Plumpton Hill Professional Corporation
		Partner	Keefe, Blair	Blair Keefe Professional Corporation
		Partner	Keizer, Charles	Charles Keizer Professional Corporation
		Partner	Koziskie, Cameron D.	Cameron Koziskie Professional Corporation
		Partner	Morris, Kevin M.	Kevin Morris Professional Corporation
		Partner	Plumpton, Linda M.	Plumpton Hill Professional Corporation
		Partner	Powys-Lybbe, Karrin A.	Powys-Lybbe Professional Corporation
		Partner	Roger, Donald B.	Donald B. Roger Professional Corporation
		Partner	Seville, David A.	David A. Seville Professional Corporation
		Partner	Smith, Crawford G.	Crawford Smith Professional Corporation
		Partner	Sternberg, Arlen K.	Arlen Sternberg Professional Corporation
		Partner	Symmonds, Philip	Philip Symmonds Professional Corporation
		Partner	Terry, John A.	John Terry Professional Corporation
		Partner	Unger, John	J.Unger Professional Corporation
		Partner	Viner, Les M.	Les Viner Professional Corporation
		Partner	Wakil, Omar	Wakil Professional Corporation
		Partner	Weisz, Jonathan B.	Jonathan Weisz Professional Corporation
		Partner	Wortsman, Jerald	Jerald Wortsman Professional Corporation
		Partner	Wright, Cornell C.	Cornell Wright Professional Corporation
		Partner	Arellano, Ian	Ian Arellano Professional Corporation

\*Karrin Powys-Lybbe is currently in New York however has a PC established in Toronto.

APPENDIX C

ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Torys 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>
Not applicable			<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	
			<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:	Type of Exposure:
Insurance Carrier:	Insurance Carrier:
Policy Number:	Policy Number:
Period of Insurance:	Period of Insurance:
Retroactive Date:	Retroactive Date:
Limits:	Limits:
\$_____ per claim, \$_____ aggregate	\$_____ 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.

## APPENDIX D

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

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Name of Firm: Torys LLP

- The Named Insured under the CLLAS policies is Torys LLP.
- Tory Tory DesLauriers & Binnington merged with the New York firm of Haythe & Curley on October 1, 1999 and initially practised under the name of Tory Haythe. The name Tory Haythe was changed to Torys on January 7, 2000. Although Torys (Toronto, Calgary and Halifax), Torys (Montreal) and Torys (New York) practise as one firm from an operational standpoint, they are three separate partnerships legally.
- Tory Tory DesLauriers & Binnington used to have an office in London, England. It was closed in May 1999.
- Haythe & Curley used to have an office in London, England. It was closed in December 1999.
- The Firm used to have an office in Beijing but it was transferred to another law firm on August 1, 2002.
- The Firm now has offices in Toronto, Calgary, Montreal, Halifax and New York.
- Tory Tory DesLauriers & Binnington formerly had an international partnership, known as Tory Ducharme Lawson Lundell, with Desjardins Ducharme Stein Monast of Montreal and Lawson Lundell Lawson & MacIntosh of Vancouver. This partnership operated an office in Hong Kong. The partnership was terminated in 1994. The Hong Kong office then became an office of Tory Tory DesLauriers & Binnington until it was closed in January 1997.
- There is an endorsement on the policy with respect to Tory Ducharme Lawson Lundell to cover possible claims relating to the period during which the international partnership was in operation.

## APPENDIX E

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

Name of Firm: Torys 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
See attached		

#### 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
New York City	1- Karrin Powys-Lybbe	35	2 - Tara MacKay & Don Bell

## Supplement to Appendix E

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

Name of lawyer	Location	% time docketed
Cheryl Reicin	Toronto	100%
Shannon Gotfrit	Toronto	50%
Lynne Lacoursiere	Toronto	35%
Leslie McCallum	Toronto	30%
Bernard Kwasniewski	Toronto	30-45%
Michael Amm	Toronto	20%
Laurie Duke	Toronto	15%
Ricco Bhasin	Toronto	15%
Josh Lavine	Toronto	5%
Konata Lake	Toronto	5%
Lily Coodin	Toronto	5%
Josh Van Deurzen	Toronto	25%

#### 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: Lawyers Professional Liability Insurance  
Insurance Carrier: Columbia Casualty/Nautilus Insurance/Indian Harbor Insurance/Axis Surplus Insurance/Underwriters at Lloyds, London  
Policy Number: 592420538  
Period of Insurance: July 01, 2016 to July 01, 2017  
Retroactive Date: \_\_\_\_\_  
Limits: \$ 30,000,000 per claim, \$ 30,000,000 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

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



## LARGE LAWYERS DECLARATIONS

Policy Number: 592420538

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

ITEM 1. **FIRM:** Torgys LLP

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

ITEM 3. **POLICY PERIOD:**

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

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

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

ITEM 5. **RETENTION AMOUNT:** US \$100,000 per claim for U.S. work

ITEM 6. **EXTENDED REPORTING PERIOD:**

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

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

ITEM 8. **PREMIUM:** \$637,504

ITEM 9. **INSURERS and PARTICIPATIONS**

Columbia Casualty Company:	25.00% of 100.00% of the LIMIT and PREMIUM
Nautilus Insurance Company:	25.00% of 100.00% of the LIMIT and PREMIUM
Indian Harbor Insurance Company:	16.50% of 100.00% of the LIMIT and PREMIUM
Axis Surplus Insurance Company:	18.50% of 100.00% of the LIMIT and PREMIUM
Underwriters at Lloyds, London:	15.00% of 100.00% of the LIMIT and PREMIUM





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

10/21/2016

**Date**

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

**Authorized Representative of  
Columbia Casualty Company**



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

### I. **INSURING CLAUSE**

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

### II. **DEFINITIONS**

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

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

**Claim** means:

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

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

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

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

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

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

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

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

liquidate the **Firm**; or

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

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

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

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

**Insured Person** means any natural person or entity:

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

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

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



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

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

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

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

**Loss** does not include:

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

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

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

### (d) financial information

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

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

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

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

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

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

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

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

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

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

### III. EXCLUSIONS

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

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

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





## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

#### IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

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

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

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

### V. OTHER INSURANCE

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

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

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

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

### VI. TERRITORY

Coverage shall extend anywhere in the world.

### VII. EXTENDED REPORTING PERIOD

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

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

### VIII. LIMIT OF LIABILITY

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

### IX. RETENTION AMOUNT

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

### X. REPORTING

- (A) Reporting of Claims and Wrongful Acts:



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

(B) Interrelationship of Claims:

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

### XI NOTICE

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

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

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

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

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

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

### XII. DEFENSE AND SETTLEMENT

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

conflict of interest among such **Insureds**.

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

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

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

### **XIII. CHANGES IN EXPOSURE**

- (A) Acquisition of Additional Attorneys

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



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

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

### (B) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**:

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

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

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

## XIV. REPRESENTATIONS AND SEVERABILITY

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

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



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

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

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

### **XV. VALUATION AND FOREIGN CURRENCY**

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

### **XVI. SUBROGATION**

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

### **XVII. ACTION AGAINST THE COMPANY**

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





## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

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

### **XVIII. FIRM RIGHTS AND OBLIGATIONS**

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

### **XIX. ALTERATION AND ASSIGNMENT**

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

### **XX. TERMINATION OF POLICY**

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

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



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

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

### **XXI. BANKRUPTCY**

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

### **XXII. HEADINGS**

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

### **XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

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

### **XXIV. CHOICE OF LAW**

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



LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

A handwritten signature in black ink, appearing to read "Thomas F. Motamed".

CHAIRMEN

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

SECRETARY



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

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

Policy No: 592420538

Issued to: Torys LLP

Issued by: Columbia Casualty Company

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

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

**SCHEDULED POLICIES**

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

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

CNA86240XX (7-16)

Page 1

Insured Name: Torys LLP

Policy No: 592420538

Endorsement No: 1

Effective Date: 7/1/16



- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, **CLLAS** and the Company agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Defense Costs**, that the Company shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Loss**. In the event that an allocation cannot be agreed to, then the Company agrees to follow the procedures and terms and conditions of the Letter Agreement between CLLAS and the Company (referred to in the Letter Agreement as the CLLAS International Insurers, dated July 21, 2008 and attached hereto.)
- (4) For the purposes of this Endorsement:
- (a) the term "**Canadian Firm**" means Torys LLP (An Ontario Limited Liability partnership); and
- (b) the term "**Canadian Insureds**" means collectively the **Canadian Firm** and each person who has a relationship to the Canadian Firm specified in Clauses (1) to (5) of the definition of **Insured Person** as if each reference to **Firm** was read as a reference to **Canadian Firm**.
- (5) This Policy, including but not limited to Section V, OTHER INSURANCE, shall be deemed amended to the extent necessary to effect the purpose and intent of this Endorsement.

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

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

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



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

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

Policy No.: 592420538  
Issued to: Torsys LLP  
Issued by: Columbia Casualty Company

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

In the event that the Company:

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



## QUOTA SHARE ENDORSEMENT

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

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

### Quota Share Participation

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

The **Company's** limit of liability for **damages** and **claim expenses** for each **claim** shall not exceed \$7,500,000 per **claim**. The **Company's** maximum aggregate limit of liability for all **damages** and **claim expenses** for all **claims**, regardless of the number of **claims**, shall be \$100,000.

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

### SCHEDULE

Participating Insurer Name/ Participating Percentage	Policy Number
Nautilus Insurance Company (25%)	PLP1000547P1
Indian Harbor Insurance Company (16.5%)	LPP 9033667
Axis Surplus Insurance Company (18.5%)	ENN 795222/01/2016
Underwriters at Lloyds, London (15%)	B1353DR1601067000

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

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

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

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

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

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



the **Company** and advised to the **Insured**) shall act on behalf of all insurers with respect to any such **claim** or notice of potential **claim**.

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

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

All other terms and conditions of the Policy remain unchanged.

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





## SERVICE OF SUIT ENDORSEMENT

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

### SERVICE OF SUIT

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

Service of process in such suit shall be made upon:

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2016**  
**All Provinces**

*no change*

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
88-017	ROGER	679806 ONTARIO	01-Dec-87	01-May-87	01-Sep-88		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-027	CUNNINGHAM	CHARLOTTE & GRAHAM MU	01-Apr-88	01-Jan-82	01-Jun-92	4	\$0	\$40,344	\$0	\$40,344	\$0	\$0	\$0	\$0	\$0
88-034	FLOOD	CHARTER HOUSE BANK	01-Mar-88	01-Jan-87	31-Dec-93		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
88-049	COLEMAN	THE BOEING CO.	01-Apr-88	01-Jan-86	15-Mar-90	6	\$0	\$8,264	\$0	\$8,264	\$0	\$0	\$0	\$0	\$0
88-050	COWDERY	RESOURCES CANADA FUN	01-Jun-88	01-May-88	15-May-90	6	\$0	\$1,661	\$0	\$1,661	\$0	\$0	\$0	\$0	\$0
89-002	MORIN	LLOYDS BANK CANADA	01-Jul-88		15-Apr-89		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-014	BETTS	RECOUNT INVESTMENTS	01-Feb-89	01-Feb-89	06-Apr-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-051	ARMSTRONG	MONTREAL TRUST	01-Jun-89	01-Apr-89	06-Apr-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-065	LASKIN	UNITED SERVICES FUND	01-Jun-89	15-Jun-88	31-Dec-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-066	SCOTT	RODRIGUES/385925 ONT.	01-Jun-89	01-Nov-83	31-Dec-93		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
89-081	JEWETT	SUPERIOR PROPANE	01-Jun-89	01-Jan-89	01-Aug-90	6	\$0	\$588	\$0	\$588	\$0	\$0	\$0	\$0	\$0
90-007-01	SCOTT	REGINALD C. HOWE	01-Sep-89	01-May-87	01-Dec-92	5	\$0	\$125,165	\$0	\$125,165	\$0	\$0	\$0	\$0	\$0
90-007-02	TURNER	REGINALD C. HOWE	01-Aug-89	01-Apr-89	07-Feb-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-020	BLUNDY	BEKUM PLASTIC MACHINER	01-Dec-89	01-Dec-88	01-Mar-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-049	ARMSTRONG	ARIANN DEVELOPMENTS IN	10-Nov-89	15-Oct-89	15-Jan-90	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-052	FORTE	STERLING HOSIERY MILLS (	12-Apr-90	15-Dec-89	01-Sep-91	6	\$0	\$674	\$0	\$674	\$0	\$0	\$0	\$0	\$0
90-090	TAMAN	SUPERIOR EVERQUIP COR	15-Jun-90	15-Jun-90	29-Aug-90		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-099	GINTHER	MEDIACOM INCORPORATE	29-Jun-90	31-Mar-89	21-Dec-94	7	\$45,000	\$5,553	\$0	\$51,962	\$0	\$0	\$0	\$0	\$0
91-054	KENNEDY	JENNIFER & SARAH POOLE	01-Jan-91	01-Jan-82	01-Sep-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-057	MLATEST	WORLD WIDE EQUITES (GL	17-Jan-91	01-May-89	01-Sep-92	6	\$0	\$653	\$0	\$653	\$0	\$0	\$0	\$0	\$0
91-106	PENNY	TEWISKAMING SPEAKER	31-May-91	31-Jan-91	12-Nov-97	6	\$0	\$5,374	\$0	\$5,374	\$0	\$0	\$0	\$0	\$0
91-107	BABIN	THE LOREN GROUP INC.	21-May-91	01-Jan-90	01-Aug-91	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-108	REYES	DECOREX INC.	01-Jun-91	01-Jun-90	30-Apr-93	6	\$0	\$870	\$0	\$870	\$0	\$0	\$0	\$0	\$0
91-126	MCCONKEY	ROYNAT INC.	27-Jun-91	01-Oct-86	31-May-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Tongs LLP

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**  
**Open and Closed Claims Bordereau**  
**As At December 31, 2016**  
**All Provinces**

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
91-127	CONWAY	THE PRUDENTIAL ASSURA	17-Jun-91	01-Dec-90	01-Mar-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-128	ROGER	ROYNAT LTD.	30-Jun-91	28-Feb-89	20-Dec-94	6	\$0	\$919	\$0	\$3,762	\$0	\$0	\$0	\$0	\$0
92-003	NEVILLE	FIRST CITY TRUST COMPA	16-Jul-91	01-Sep-91	31-May-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-024	RICHARDSON	(MANUCAPITAL) MANUFACT	21-Oct-91	01-Dec-85	01-Dec-92	6	\$0	\$7,377	\$0	\$7,377	\$0	\$0	\$0	\$0	\$0
92-031	LOOSEMORE	THOMSON NEWSPAPERS C	31-Oct-91	01-Mar-90	01-May-92	6	\$0	\$709	\$0	\$709	\$0	\$0	\$0	\$0	\$0
92-039	POLAK	IZZY ASPER	07-Nov-91	01-Nov-91	01-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-041	HISEY	SUSAN STANN	19-Nov-91	01-Jun-89	01-Aug-92	6	\$0	\$1,536	\$0	\$1,536	\$0	\$0	\$0	\$0	\$0
92-057	T.B.A.	TRITEN CORPORATION	01-Dec-91	01-Sep-90	01-Jun-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-109	HISEY	KATHRYN R. AIREY/SHIELA	24-Mar-92	02-Feb-92	01-Apr-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-156	FELDMAN	DRESDNER BANK OF CANA	19-Jun-92	01-Oct-89	01-Dec-92	6	\$0	\$6,210	\$0	\$6,210	\$0	\$0	\$0	\$0	\$0
92-157	BAILLIE	ESTATE OF MAX TANNENB	30-Jun-92	30-Jun-92	30-Jun-94	6	\$0	\$3,856	\$0	\$3,856	\$0	\$0	\$0	\$0	\$0
92-158	JACKSON	CSABA REIDER	30-Jun-92	05-Mar-92	04-Feb-02		\$50,000	\$167,402	\$0	\$217,402	\$0	\$0	\$0	\$0	\$0
92-159	GEDDES	WELLINGTON INSURANCE	25-Jun-92	01-May-91	01-Dec-92	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-160	BEATTIE	WILLIAM AND MARGARET A	30-Jun-92	31-Jan-92	03-Apr-95		\$0	\$3,214	\$0	\$4,942	\$0	\$0	\$0	\$0	\$0
93-019	BOGART	PRUDENTIAL ASSURANCE	31-Oct-92	31-Jul-91	13-Feb-95	6	\$0	\$0	\$0	\$2,198	\$0	\$0	\$0	\$0	\$0
93-023	TORY	Sherry Brydson - Estate Freez	30-Nov-92	30-Jun-71	19-Feb-99	6	\$0	\$2,033	\$0	\$3,866	\$0	\$0	\$0	\$0	\$0
93-064	BETTS	Dennis Hawley	01-Feb-93	01-Mar-90	03-Mar-94	6	\$0	\$0	\$0	\$1,420	\$0	\$0	\$0	\$0	\$0
93-080	NEVILLE	JOAN O'REILLY	30-Apr-93	31-Jan-80	30-Sep-96	6	\$0	\$8,789	\$0	\$10,954	\$0	\$0	\$0	\$0	\$0
93-089	PATILLO	Toronto Dominion Bank	07-Apr-93	05-Apr-93	30-Jun-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-092	KENNEDY	SEARS CANADA INC.	30-Apr-93	22-Jun-91	06-Apr-95	6	\$0	\$5,990	\$0	\$5,990	\$0	\$0	\$0	\$0	\$0
93-097	TORY	Ima Brydson Estate of 1966	30-Nov-92	31-Mar-66	19-Feb-99	6	\$0	\$2,033	\$0	\$3,525	\$0	\$0	\$0	\$0	\$0
93-098	TORY	Ima Brydson Estate (1966 Sh	30-Nov-92	31-Mar-66	19-Feb-99	6	\$0	\$2,033	\$0	\$4,039	\$0	\$0	\$0	\$0	\$0
93-099	EHRLICH	Daille Financial Corp. Inc./Guil	30-Apr-93	31-Dec-88	07-Sep-94	6	\$0	\$24,886	\$0	\$24,886	\$0	\$0	\$0	\$0	\$0
93-137	JACKSON	Sidney Jaffe	30-Jun-93	01-Jan-90	23-Sep-94	6	\$0	\$10,693	\$0	\$10,693	\$0	\$0	\$0	\$0	\$0

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93-138	DeMERCHANT	Hollinger Inc.	30-Jun-93	31-Jan-91	30-Jun-95	6	\$0	\$7,171	\$0	\$8,793	\$0	\$0	\$0	\$0	\$0
93-139	Mackey	Sun Life Assurance Co. of Ca	30-Jun-93	01-Oct-88	01-Dec-93	6	\$0	\$1,664	\$0	\$1,664	\$0	\$0	\$0	\$0	\$0
93-140	LEISHMAN	Canada Post	30-Jun-93	01-Jun-92	07-Sep-94	6	\$0	\$0	\$0	\$1,394	\$0	\$0	\$0	\$0	\$0
94-003	AITKEN	Carol and Charles Pentland	30-Jul-93	01-Feb-93	30-Nov-93	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-027	ROTSZTAIN	Ernst & Young Inc./Sunburst	05-Oct-93	01-Jun-91	14-Mar-95	6	\$0	\$0	\$0	\$2,076	\$0	\$0	\$0	\$0	\$0
94-037	TELGARSKY	Dimerex Developments Inc.	22-Oct-93	01-Nov-92	24-Mar-94	6	\$0	\$2,380	\$0	\$2,380	\$0	\$0	\$0	\$0	\$0
94-043	MORPHY	Government of Ontario	04-Nov-93	10-Oct-92	22-Jun-94	6	\$0	\$0	\$0	\$3,032	\$0	\$0	\$0	\$0	\$0
94-052	NEVILLE	Bank of Nova Scotia	30-Nov-93	01-Jan-92	21-Mar-95	6	\$0	\$4,223	\$0	\$4,223	\$0	\$0	\$0	\$0	\$0
94-062	CONWAY	MILLMAN LARRY	30-Dec-93	01-Mar-92	31-Dec-95	6	\$0	\$0	\$0	\$1,054	\$0	\$0	\$0	\$0	\$0
94-085	MACKAY	SUN LIFE ASSURANCE COM	03-Mar-94	01-Jun-78	19-Apr-95	6	\$68,880	\$5,833	\$0	\$74,713	\$0	\$0	\$0	\$0	\$0
94-149	Scott	Allamira Investment	27-Jun-94	01-Nov-91	30-Jun-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-150	Lastin	Fasken Campbell Baker	29-Jun-94	01-Mar-90	05-Jun-97	6	\$0	\$1,629	\$0	\$3,016	\$0	\$0	\$0	\$0	\$0
95-020	Kennedy	Brian Cavell	12-Oct-94	01-Nov-80	24-Feb-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-037	Burns	Hoogovens Technical Service	27-Oct-94	01-Jan-94	28-Feb-95	6	\$0	\$0	\$0	\$1,025	\$0	\$0	\$0	\$0	\$0
95-039	Mackey	Sunlife Assurance Company o	25-Oct-94	01-Jan-89	30-Jan-95	6	\$0	\$649	\$0	\$649	\$0	\$0	\$0	\$0	\$0
95-069	Andison	Richard Perren & Company In	22-Dec-94	01-Jul-93	16-Jan-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-070	Flood	Helix Investments Limited	28-Dec-94	01-Dec-81	27-Feb-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-074	Peters	Midwest Scarborough Inv.	29-Dec-94	01-Sep-89	08-Sep-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-078	Brassard	Sun Life Assurance Company	29-Jul-94	01-Jan-94	26-Jan-96		\$2,767	\$2,863	\$0	\$5,630	\$0	\$0	\$0	\$0	\$0
95-090	Blundy	London Life Insurance	15-Mar-95	01-Dec-94	08-Jun-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-128	Kennedy	Glen Elm Investments Inc.	05-Jun-95	01-Nov-92	15-Jan-97		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-139	Howe	Desjardins Ducharme Stein M	22-Jun-95	01-Jan-94	18-Jul-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-140	Begic	Desjardins Ducharme Stein M	22-Jun-95	01-Feb-95	18-Jul-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-141	Reich	Danexport Inc.	27-Jun-95	01-Jan-92	08-Nov-96		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Tongs LLP

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**Open and Closed Claims Bordereau**  
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95-142	Peters	Harold Blick, Gallery Incollabo	23-Jun-95	01-Jun-92	30-Jun-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-143	DeMerchant	S.G. Industries	07-Jun-95	01-Jan-89	11-Sep-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-144	van Barming	Harowston Corporation	28-Jun-95	01-Jun-95	30-Jun-95	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-149	Birmingham	Estate of Primo Poloniatto	29-Jun-95	01-Jan-80	19-Jul-95		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-022	Butler	Michael Blair	30-Sep-95	01-Aug-89	30-Jul-99	6	\$3,190	\$30,707	\$0	\$33,897	\$0	\$0	\$0	\$0	\$0
96-092-HK	Pearson	Mundet International Ltd.	15-Apr-96		06-May-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-111	Aziz	Connor, Clark & Lunn	17-Jun-96	01-Mar-96	30-Jun-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-112	Mackey	Brenda Thomas (counsel Shih	19-Jun-96	10-Dec-92	16-Feb-99	6	\$0	\$8,785	\$0	\$8,785	\$0	\$0	\$0	\$0	\$0
96-113	Corbett	Al Carbone and others	17-Jun-96	30-Sep-95	30-Jun-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-114	DesLauriers	Thomson Newspapers Corp.	21-Jun-96	01-Jan-96	24-Jul-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-035	Mullens	Guyaine Mayne	11-Nov-96	31-Dec-90	19-Nov-96	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-085	Belyea	TLC The Laser Centre Inc.	01-Apr-97	01-Jan-96	27-Aug-97	6	\$0	\$0	\$0	\$665	\$0	\$0	\$0	\$0	\$0
97-110	Flaherty	Aditya Narayan Varma	18-Jun-97	01-Apr-97	20-Nov-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-111	Peters	Albert Giglio et al (Counsel - B	18-Jun-97	01-Nov-95	28-Nov-05	6	\$0	\$72,477	\$0	\$74,075	\$0	\$0	\$0	\$0	\$0
97-114	Block	Van Jon Shiu/Zenkin Shiu and	27-Jun-97		08-Jul-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-115	Kennedy	Ed Mirvish Enterprises Ltd.	24-Jun-97	17-Dec-96	04-Feb-98	5	\$100,000	\$8,669	\$0	\$111,415	\$0	\$0	\$0	\$0	\$0
97-116	Candarelli	Toronto-Dominion Bank (Gord	25-Jun-97	01-Jun-89	15-Jul-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-117	Welkoff	Toronto-Dominion Bank(Norce	25-Jun-97	01-Jun-89	15-Jul-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-124	Baillie	Continental Bank of Canada	30-Jun-97	01-Dec-86	28-Sep-98	6	\$0	\$0	\$0	\$591	\$0	\$0	\$0	\$0	\$0
97-125	De Girolamo	Canadian Back Institute	26-Jun-97	03-Apr-97	27-Nov-97	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-126	Pansegrau	AGF Funds	30-Jun-97	15-Feb-97	16-Mar-98	6	\$0	\$0	\$0	\$571	\$0	\$0	\$0	\$0	\$0
98-001	Tuer	Timark Financial Corp.	14-Jul-97	21-May-97	18-Mar-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-041	Mullens	RealFund	19-Nov-97	12-May-93	29-Feb-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-061	Shields	Estate of Joseph S. Atkinson	20-Jan-98	01-Jan-74	25-Jun-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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98-120	Bailey	Schneider Employees Associa	24-Jun-98	06-Mar-98	16-Sep-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-121	Helmslader	Manulife	24-Jun-98	01-Oct-97	16-Sep-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-122	Unger	Viridian Inc.	25-Jun-98	01-Mar-93	12-Jul-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-128	Mohadi	MICC Investments Ltd.	30-Jun-98	14-May-98	02-Sep-98	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-103	WilsonsSiegel	Nesbitt, Burns/Boliten	18-Jun-99	01-Oct-98	29-Apr-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-104	Foults	Helmut Sieber	18-Jun-99	01-Nov-98	14-Dec-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-132	Moore	Royal Bank of Canada	30-Jun-99	09-Jul-96	29-Apr-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-133	Scott	Alamtra Investment Services	30-Jun-99	08-Dec-97	29-Feb-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-134	Jackson	Murray Hamman	30-Jun-99	01-Jan-99	27-Oct-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-046	Litz	Department of Justice	04-Nov-99	06-Aug-99	11-Nov-99	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-047	Clark	GL&V Process Equipment Gro	27-Oct-99	07-Apr-99	14-Sep-00	6	\$0	\$2,711	\$0	\$2,711	\$0	\$0	\$0	\$0	\$0
2000-048	Evans	Grosvenor Place Limited Partn	29-Nov-99	15-Oct-99	21-Nov-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-094	Howard-Laird	Nicholas Pirucio	09-Mar-00	13-Dec-99	27-Oct-00	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-021	Boulton	Bradford Highlands Gold Club	04-Oct-00	07-May-99	27-May-03	5	\$0	\$9,740	\$0	\$9,740	\$0	\$0	\$0	\$0	\$0
2001-025	Chemos	Stephen Vassilev	13-Oct-00	31-Jul-00	16-Feb-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-077	Thorley	Reichhold Limited	13-Feb-01	28-Feb-99	30-Jul-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-149	Baird	William Katz	28-Jun-01	01-Mar-96	27-Sep-01	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-010	Mullens	Gentra Inc.	01-Aug-01	15-Dec-00	11-Jun-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-011	Geddes	Dorsey Development Corporat	02-Aug-01	27-Sep-00	27-Dec-01	5	\$93,842	\$10,153	\$0	\$103,995	\$0	\$0	\$0	\$0	\$0
2002-068	Hisey	Estate of Lillian Irene Webb	15-Nov-01	30-Apr-98	28-Mar-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-072	Mansell	TDL Group Limited	16-Nov-01	01-Apr-97	25-Sep-03	6	\$0	\$8,326	\$0	\$8,326	\$0	\$0	\$0	\$0	\$0
2002-209	Degan	Mediacom	27-Jun-02	01-Jun-02	29-Apr-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-210	Laskin	Donald Courtney and Julius Vi	28-Jun-02	01-Jan-02	14-Aug-02	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-025	O'Reilly	The Innovation Group (TIG) Li	13-Sep-02	12-Jun-01	31-Mar-05	6	\$0	\$1,142	\$0	\$1,142	\$0	\$0	\$0	\$0	\$0

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2003-043	Baccus	Richard Wah Kean (DreamCalc	15-Oct-02	01-Aug-02	12-Jun-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-066	Thomas	Fisher Gauge Limited	14-Nov-02	15-Nov-00	12-Jun-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-192	Porat	Youri and Anna Moushneev	05-Jun-03	19-Mar-03	24-Jun-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-200	Medland	Paul Currie	19-Jun-03		28-Nov-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-201	Burns	Susan and Stephen Hicks	19-Jun-03	03-Jul-02	30-Jul-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-207	Morphy	Realtysellers	25-Jun-03	15-Aug-02	01-Oct-03	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-222	Parish	Richard Gray	30-Jun-03	29-Oct-01	31-Dec-09	5	\$0	\$1,000,000	\$0	\$1,000,000	\$1,629,900	\$1,323,028	\$0	\$0	\$2,952,928
2004-046	Wissenfeld	Knowledge House Inc.	25-Nov-03	26-Feb-02	31-Mar-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-054	Moore	Participating Co-ops of Ontari	24-Nov-03	01-Jun-97	11-Mar-11	5	\$724,522	\$275,478	\$0	\$1,000,000	\$1,275,478	\$362,077	\$0	\$0	\$1,637,555
2004-132	Reich (deceased)	Humbold Properties Limited	12-Mar-04	28-Oct-93	18-May-10	6	\$0	\$5,307	\$0	\$5,307	\$0	\$0	\$0	\$0	\$0
2004-159	Brown	Ktanson Holding Company	23-Apr-04	15-Jan-04	31-Dec-04		\$350,000	\$5,625	\$0	\$355,625	\$0	\$0	\$0	\$0	\$0
2004-194	DeMerchant	Hollinger International Inc. and	21-Jun-04	11-Sep-00	31-Dec-11	5	\$976,681	\$23,319	\$0	\$1,000,000	\$32,807,619	\$2,052,019	\$0	\$0	\$34,034,638
2004-195	Sukonick	Hollinger Canadian Newspape	21-Jun-04	31-Jul-01	31-Mar-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-196	Hisey	Donner Canadian Foundation	21-Jun-04	30-Jan-04	31-Dec-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-199	Hong	Kolbott Capital Corporation	24-Jun-04	10-Nov-03	29-Jun-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-200	Laskin	Jerry Nickerson	24-Jun-04	01-Feb-04	27-Nov-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-201	Brown	Bracknell Corporation	25-Jun-04	01-Nov-01	31-Dec-04	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-018	Block	David Lowry	01-Sep-04	31-Oct-03	16-Jun-06		\$0	\$16,540	\$0	\$16,540	\$0	\$0	\$0	\$0	\$0
2005-045	Terry	Bruce Duncan	06-Dec-04	30-Jan-03	31-Mar-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-117	Cumler	Bracco Intl (Volume Interactio	31-Jan-05	27-Aug-04	31-Mar-07	6	\$0	\$7,201	\$0	\$7,201	\$0	\$0	\$0	\$0	\$0
2005-133	Hisey	Liberman Estate	21-Feb-05	01-Jan-04	26-Aug-05	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-052	Jackson	James Frederick Richard Holl	30-Nov-05		08-Jun-06	6	\$0	\$15,907	\$0	\$15,907	\$0	\$0	\$0	\$0	\$0
2006-108	Ley	SkyPower Wind Energy Fund	01-Mar-06		16-May-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-110	Quebridge	Tarion Warranty Corporation	17-Mar-06	23-Sep-05	22-Mar-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2006-114	Smith	First Capital (Canholdings) Co	21-Mar-06	15-Dec-05	26-Apr-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-145	Blond	Vivenia Biotech Inc	16-May-06	30-Mar-05	25-Jul-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-157	Paglia	Trevor Parry	12-Jun-06	01-Sep-04	06-Jul-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-158	Brown	Resolve Business Outsourcing			27-Nov-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-165	Flood	Canadian Sail Company	16-Jun-06	15-Dec-05	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-169	Scarlett	Centre Partners	19-Jun-06		15-Feb-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-170	Jackson	Magna Closures Inc.	23-Jun-06	05-Nov-05	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-171	Sukonick	Credit Union Central of Ontari	22-Jun-06		16-Jan-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-172	Dyer	Andrew McCain and family	27-Jun-06	01-Jun-98	29-Dec-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-175	De Cicco	James Corcoran Holdings Ltd.	26-Jun-06	31-Dec-04	10-Feb-07		\$0	\$761	\$0	\$761	\$0	\$0	\$0	\$0	\$0
2006-179	Nicola	Pfizer Limited	27-Jun-06	10-Apr-06	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-180	Malatest	Michael McClell	28-Jun-06	19-Nov-06	19-Sep-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-181	Eberts	Silvia Skobla	28-Jun-06	21-Apr-92	13-May-09		\$0	\$26,405	\$0	\$26,405	\$0	\$0	\$0	\$0	\$0
2006-182	Pickersgill	Dimethaid Research Inc.	28-Jun-06	31-Dec-04	13-Sep-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-008	Nardi (P&T)	Specialty Foods Group	20-Jul-06		11-Sep-06	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-046	Tobin	Skypower Corporation	17-Nov-06	16-Dec-05	31-Mar-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-062	Fauconier	Wyeih	21-Dec-06		12-Jan-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-081	Deleau	CountySide Power Income Fu	12-Jan-07		15-Feb-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-136	Jewett	Algoma Steel	20-Jun-07	15-Feb-07	28-Jun-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-139	ten Kortenaar	AEGON Canada	18-Jun-07		28-Aug-08	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-144	Pickersgill	Dimethaid Research Inc. (re O	27-Jun-07	01-Jan-07	06-Jul-07	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-152	Rawlinson	Constellation Software Inc.	28-Jun-07	27-Feb-04	27-Sep-07		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-002	Sierberg	Abraham Finkel / Celluland Ca	10-Jul-07	01-Jun-07	31-Dec-08		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-026	Baillie	Confidential	20-Sep-07	21-Nov-88	31-Mar-12		\$0	\$59,225	\$0	\$59,225	\$0	\$0	\$0	\$0	\$0



Tongs LLP

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2008-059	Ballantyne	Chl Alternative Investments	04-Dec-07		01-Oct-08	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-096	Hisey	Geoffrey McKenzie and Estate	22-Jan-08	20-Jun-06	25-Jul-08	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-101	Currer	Gary Shannon	04-Feb-08	29-Apr-05	30-Jun-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-107	Hunt	GEMMA Biotechnology Ltd.	21-Feb-08	12-Jan-07	24-Jun-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-139	Akkawi	EdgesStone Capital Partners	15-May-08	06-Jun-06	31-Dec-12	6	\$0	\$15,149	\$0	\$15,149	\$0	\$0	\$0	\$0	\$0
2008-168	Tory	Bruce McLaughlin	26-Jun-08	01-Jun-88	23-Nov-11	6	\$0	\$8,394	\$0	\$8,394	\$0	\$0	\$0	\$0	\$0
2008-171	Jackson	Magna Closures	23-Jun-06		30-Jun-06	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-004	Costler	Hydrogenics Corp.	21-Jul-08		13-Aug-08	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-007	Mohiadi	Brookfield Asset Management	31-Jul-08		09-Dec-08	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-020	Feldman	General Motors Acceptance C	16-Sep-08	01-Jun-04	30-Jun-09		\$0	\$9,041	\$0	\$9,041	\$0	\$0	\$0	\$0	\$0
2009-041	Logan	Toronto Dominion Bank and S	06-Nov-08		31-Dec-09		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-056	Jackson	Toronto Port Authority	24-Nov-08	02-Jan-06	29-Mar-10		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-096	Tobin	Continental / Penn National G	21-Jan-09	31-Dec-07	02-Nov-09	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-112	Nowak (no longer)	Not Given (Volting Provisions I	26-Feb-09	30-Jun-03	27-Apr-11		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-179	Currer (no longer)	TSX Inc.	30-Jun-09		21-Nov-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-180	Kennedy (no longer)	Jake Peters	30-Jun-09		14-Apr-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-099	Nardi	S.I.R. Waters International	14-Jan-10	31-Oct-09	08-Mar-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-110	Ederer/Nardi (trad	Spunk Entertainment Inc.	24-Feb-10	01-Jul-09	28-Mar-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-175	Townsend	United Paragon Associates In	23-Jun-10		16-Aug-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-180	Hisey	Paul Armstrong	29-Jun-10		08-Jul-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-181	Armstrong	Brookfield Renewable Power I	29-Jun-10	01-Feb-09	07-Jul-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-003	Medland	Philip Spalora and Vilna Lo	22-Jul-10		10-Jan-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-025	Scott	TD Asset Management	06-Oct-10	21-Jul-10	15-Oct-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-038	Roger	Reochem Inc.	20-Oct-10	02-Oct-06	05-Nov-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Tongs LLP

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2011-040	Fan	Liqui-Box Canada Inc.	29-Oct-10	01-Jun-10	15-Nov-10	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-083	Crosby/Hong	Ally Credit Canada Limited	06-Jan-11	31-Dec-10	30-Mar-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-090	Townsend	Theravance Inc.	18-Jan-11	01-Oct-10	29-Jun-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-127	McCourt	Advanced Software Design Co	28-Feb-11	06-Jul-04	31-Mar-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-141	Nardi	Thallion Pharmaceuticals	25-Mar-11	21-Feb-01	11-May-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-201	Dingle	Derek Dunlop	26-May-11	14-Apr-11	22-Jul-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-206	Bailey	Tennis Canada	01-Jun-11		06-Sep-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-006	Outerbridge	Derek Dunlop	21-Jul-11	29-Jun-11	19-Oct-11	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-012	Roger	Hamel Bunting Weld	02-Aug-11	31-Oct-06	04-Dec-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-015	Lamoureux	First Capital Realty Inc.	14-Jul-11	01-Jun-11	27-Oct-11	2	\$78,350	\$0	\$0	\$78,350	\$0	\$0	\$0	\$0	\$0
2012-019	McCourt	Northern Innovations and For	01-Sep-11	30-Aug-11	16-Oct-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-034	Cameron	CIBC	12-Oct-11	05-Dec-03	15-Dec-11	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-142	Bailey	Brookfield Properties	19-Apr-12	01-May-10	10-Jan-13	6	\$0	\$18,621	\$0	\$18,621	\$0	\$0	\$0	\$0	\$0
2012-143	McMahon	The Proctor and Gamble Com	19-Apr-12	16-Dec-10	23-Apr-12	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-159	Dyer	Ontario Teachers' Pension Pla	06-Jun-12	06-Jan-01	12-Feb-15		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-033	Roger	Ed Mirvish Enterprises Limited	18-Oct-12	02-Nov-11	31-Dec-13	6	\$0	\$14,169	\$0	\$14,169	\$0	\$0	\$0	\$0	\$0
2013-102	Fabello	Michael Ciavarella	19-Feb-13	14-Nov-04	09-Jun-15	12	\$0	\$41,905	\$0	\$41,905	\$0	\$0	\$0	\$0	\$0
2013-157	Helbrunner	GDF Suez Canada Inc.	27-Jun-13		05-Jul-13	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-164	Tongs LLP	Hydrogenics Corporation	25-Jun-13				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-021	Balanlyne	RBC Capital Partners	23-Jul-13	25-Feb-03	19-Oct-15	6	\$0	\$4,991	\$0	\$4,991	\$0	\$0	\$0	\$0	\$0
2014-053	Bernstein	Pfizer	29-Nov-13	15-Jan-13			\$0	\$0	\$105,000	\$105,000	\$0	\$0	\$0	\$0	\$0
2014-106	Paskaran	Canadian Energy Services & T	01-Apr-14	30-Jun-13	08-Sep-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-109	Cochlan	National Bank Financial Inc.	30-Jul-13	26-Jan-12	10-Apr-14	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-134	Koyal	Partners Real Estate Investme	05-Jun-14	15-Feb-14			\$60,000	\$79,085	\$860,915	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000

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2015-041	Cochran	MacQuarie Capital Markets Ca	07-Oct-14	01-Jun-12			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-044	McMahon	REG Life Sciences, LLC	12-Dec-14	19-Sep-14	26-Feb-15	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-119	Amm	Global Hunter Securities	07-May-15	30-Aug-12		0	\$0	\$0	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0
2015-121	Gray	Bank of Montreal (BMO)	28-Apr-15	26-Jan-15	28-Jun-16		\$0	\$1,107	\$0	\$1,107	\$0	\$0	\$0	\$0	\$0
2017-057	Terry	Sofina Foods Inc. (lilydale)	09-Nov-16	12-Apr-14			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS:</b>							<b>\$2,553,232</b>	<b>\$2,244,179</b>	<b>\$970,915</b>	<b>\$5,860,644</b>	<b>\$35,712,997</b>	<b>\$3,737,124</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$39,952,307</b>



APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: Torys 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.

See attached

## APPENDIX G

### RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: Torys LLP

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

Our risk management policies and procedures include the following:

1. The firm has a Risk Management Committee, a Director of Risk Management and a Risk Management Counsel to implement and oversee its risk management policies and procedures and recommend new initiatives. The objective is to adopt best practices in all of our offices. This Committee centralizes and expands various risk management responsibilities formerly handled by individual partners.
2. Before a file can be opened, all relevant names must be searched against a computerized data base. A pdf of the results of the search is sent by email to the lawyer requesting the new file. He or she is required to confirm (either electronically or in hard copy) that they have reviewed the search and that there is no conflict or that necessary consents have been obtained. To the extent that the search results in "hits" on confidential matters, a member of the Risk Management Committee is informed and is responsible for clearing any conflict issues relating to the confidential matters. The members of our Risk Management Committee are generally available to discuss and to assist in resolving contentious or difficult conflicts issues.
3. We introduced an electronic matter intake system in January 2009. The system incorporates the requirements of LSUC By-Law 7.1. Among other things, the electronic system requires: (i) confirmation that conflicts have been cleared; (ii) a description of the new matter including the roles of the various parties; (iii) confirmation that an engagement letter has been sent or will be sent imminently; and (iv) information about the area of law involved and who will be the supervising lawyer. If the proposed new matter is for a new client, the lawyer must answer several questions regarding the proposed client's financial suitability and its reputation generally, and that information will be reviewed by a member of the Risk Management Committee who will approve or deny the request to take on the proposed new client. Clients to whom we have not docketed in 12 months are treated as new clients.
4. We require that engagement letters be prepared for each new matter. We have developed standard form letters that identify the client, describe the nature of the matter, list the parties who have been searched for conflict purposes, identify any

conflict issues, include consents as necessary, include provisions to address joint engagements as necessary, etc. Members of the Risk Management Committee are available to assist lawyers with drafting their engagement letters.

5. Consent of the firm's managing partner, in consultation with the Risk Management Committee, is required before a lawyer is permitted to accept any outside directorship. The organization on whose board the lawyer/director proposes to sit must acknowledge that the person is serving as director in their personal capacity and not as a representative of Torys and will not be providing legal advice to the organization.
6. We have an extensive system of internally generated precedents and legal memoranda which are maintained by our Director of Knowledge Management.
7. Each new lawyer is assigned a senior mentor and a junior mentor for their first three years at the firm.
8. We have an extensive in-house program of orientation and continuing education. This consists of a structured set of programs for new lawyers and periodic firm-wide presentations on topics of current interest/importance. This is under the overall supervision of the Director of Professional Resources.
9. We periodically hold similar firm-wide training sessions on matters specifically related to risk management. These sessions are mandatory. Examples include a session on information technology and risk with an emphasis on confidentiality, cyber security and the perils of mobile devices, and a session on the management of material undisclosed information and trading in securities.

Our lateral hires also receive training upon their arrival at the firm through a structured set of programs. That training includes a session with our Director of Risk Management or our Risk Management Counsel.

10. Designated partners act as workload coordinators in various departments (e.g. corporate, litigation) to ensure that new work is distributed evenly among junior lawyers and that no lawyer is overloaded with work in relation to his or her peers.
11. Associates are reviewed annually to, among other things, identify potential problem areas and ensure that the associate is developing at the appropriate pace.
12. Partners are reviewed annually. One element of the review examines their interaction with junior lawyers on files they are supervising to ensure that proper leadership and guidance is being given. The process includes upstream feedback pursuant to which the junior lawyers are asked to assess the partners' performance in these areas.
13. Partner compensation is based on an assessment of each partner's overall contribution to the firm and not on a formula basis. The assessment takes into account team building behaviour, professional competence, business and practice

building, client responsibility, thought leadership, development of other partners and associates, financial contribution, file responsibility and management, firm responsibilities, practice management, collegiality, firm reputation building, market factors, and overall effort, commitment and accomplishment. The firm does not track "origination credits".

14. The various practice groups within the firm (e.g. tax, litigation, intellectual property) hold regular meetings to give all members of the group a chance to keep up-to-date on their area of practice.
15. Our lawyers practice as members of a larger team and not as sole practitioners within the firm. We make a conscious effort to ensure that there are no "silos." The majority of our matters are large matters staffed by many lawyers.
16. The firm maintains a limitation reminder system. When a file is opened or a matter received which involves a potential limitation period, a form must be completed. This information is then entered in our electronic limitation system and periodic reminders are sent to the lawyers involved.
17. Each client has a designated client relationship partner, who in turn designates a responsible lawyer and a billing lawyer (in appropriate cases, one lawyer can fill all three positions).
18. The client relationship partner and at least one other partner must review opinions of any complexity.
19. Two research partners are available to consult on complex opinions.
20. Our Director of Risk Management handles all claims reporting and is available to discuss circumstances that could result in a claim. She reports all claims and reportable circumstances.
21. We have the latest on-line research facilities available in-house.
22. All trades in publicly-held securities by employees of the firm and, in certain cases, their families must be pre-approved by the firm. This is intended to reduce the possibility of trades being made in circumstances where the firm is in possession of material undisclosed information concerning the issuer whose securities are being traded.
23. The firm has a professional manual through which all lawyers familiarize themselves with the firm's policies, procedures and requirements. These include the policies referred to in the foregoing sections. Seminars are held for, and practice notes and matters of professional interest are communicated to, all lawyers on a regular basis to ensure that they are made aware of all recent developments in the law. Lawyers are required to confirm their understanding of, and familiarity with the firm's risk management policies on an annual basis.
24. In 2004, 2010, and again in 2015 the firm hired an external consultant to conduct a risk management audit of the firm. The 2015 report noted that "[t]he firm has an excellent approach to professional liability risk management and strong management support for professional liability risk management."

APPENDIX H  
CYBER LIABILITY

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Name of Firm: Torys 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?

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- 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?

Cindy Bordin, C.O.O.

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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
- 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 *We are able to remotely wipe mobile devices but not laptops.*
- p) Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? ☐ yes ☒ no *We can detect unusually large transfers/downloads.*
- 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

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

2017 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: Torys LLP

See attached


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## My LAWPRO®

### Online 2017 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.

A062190    TORYS LLP

<a href="#">Instructions</a>	<a href="#">Firm Information</a>	<a href="#">Member List</a>	<a href="#">Coverage Options</a>	<a href="#">Payment Information</a>	<a href="#">Warranty &amp; Signature</a>
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#### General LAW FIRM Information

- 1. Name of LAW FIRM:** TORYS LLP

**Address:** #3000 - 79 WELLINGTON ST WEST  
BOX 270, TD CENTRE  
TORONTO, ON  
M5K 1N2

**Phone Number:** 416-865-0040

**Fax Number:** 416-865-7380

**E-mail address:** sbhayat@torys.com

**Firm Website(s):** www.torys.com/

**Managing Partner/LAWYER:** 27865B -- LESLIE MARK VINER

**Office Admin./Manager:** KIMBERLY M. SHELDRAKE-HEAD

**Claims Contact:** JULIA HOLLAND

**CPD Contact:** DEBORAH DALFEN

**Nature of Law Practice:** Partnership - LLP
- 2. Contact name and title:**

Indicate the preferred firm contact for insurance matters.

**Name:** Julia Holland

**Title:** Director, Risk Management
- 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.

265
- 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.

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**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:**

Canadian Lawyers' Liability Assurance Society

**Total Excess Liability Limits:**

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

\$ 49 Million per claim

\$ 49 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
62086P	ABRAHAMSON	STEPHEN ERIC	
41809P	AKKAWI	MICHAEL FIRAS EDWARD	
40324Q	AMM	MICHAEL DAVID	
26069I	ARELLANO	IAN WALTER JOSEPH	
68646W	ARMITAGE	KEVIN ALISTAIR	
40750U	ARMSTRONG	ADAM STEVEN	
37728H	ASSAF	DANY HASSEN	
61760Q	ATTERSLEY	SHANE RUSSELL	
70519D	AU	SHARON SHEUNG YAN	<b>N U</b>
34068U	AZIZ	PETER ALLAN	
69339L	BAACK	EMELIA LOUISE	
30550K	BAILEY	TRIANAFYLIA	
29376R	BAIN	MARK WILLIAM STEWART	
41641U	BALASUBRAMANIAN	AMANDA CECILIA	
20459A	BALFOUR	RICHARD JAMES	
24868C	BALLANTYNE	PETER DAVID	
56699U	BANACK	ADAM HENRY	
56046H	BECKER	JAMIE MATTHEW	
51839E	BELL	DONALD ROSSLYN MURRAY	
40761K	BELL	SCOTT WYNSHIP	
63949R	BERDITCHEVSKI	VITALI	
45594J	BERMAN	GUY	
42191F	BERNSTEIN	ANDREW ELLIOT	
66842T	BERTRAND	MARIE JEANINE GENEVIEVE	
62114J	BHANJI	NOOREEN	
52474F	BHASIN	AMARPREET SINGH	
52187R	BHOJANI	SAIRA	
53927H	BIENENSTOCK	Yael SARAH	
41629A	BISH	DAVID BRUCE	
63565P	BISHOP	JESSICA ELIZABETH	
14089N	BLOCK	SHEILA RUTH	
37006F	BOMHOF	SCOTT ALEXANDER	
68357T	BOZINOVSKI	BEATRICE-DIANE	
21588K	BRYERS	JACQUELINE RUTH	
52197L	BUDOVITCH	PAUL ROSS	
64334W	BUHR	ADELAIDE NANCY MCELMAN	
65438H	CAMERON	CHARLOTTE EILEEN	
22642N	CAMERON	ROBERT JOHN	
48019F	CARD	CATRINA MARION	
22646U	CARDARELLI	CORRADO	
64342B	CARTER	SARAH ALISON KATHLEEN	
53654I	CASSEY	LEE JAMES	

50702D	CESCON	JONATHAN RONALD
26848N	CHAIKOF	DAVID ARON
65826E	CHAN	KAR-LOK ALBERT
65443V	CHE	ELIOT DHAT-YEUNG
65445N	CHERNENKO	MARINA
68039H	CHUNG	CRYSTAL SUE-TAO
36663C	COCKBURN	MATTHEW WILLIAM
62143S	COODIN	LILY EMMA
63605S	COURTOIS	SOPHIE ALEXANDRA
65463J	COUSENS	MICHELE ELYSE
71135M	CRAWFORD	JUSTIN STANLEY
57385O	CROCKETT	MORGAN JEAN
53967G	CROWE	SARAH JANE
58243V	DANG	SUMEET S.
70264A	DANIELS	JOSHUA ARTHUR
66245V	DANIELS	MARISSA ALIX
18730H	DAVIDGE	MARLENE JOYCE
59774G	DE FREITAS	TASHA LEINORE
70269D	DEBONO	EMILY CARMEN
31017V	DELEAN	ADAM ETIENNE
33225C	DELL	DAVID ALAN
29451Q	DEMARINIS	ANTONIO
07829S	DESLAURIERS	WILLIAM JAMES
57077T	DI PAOLO	ADRIENNE BERNADETTE
50727R	DINGLE	GILLIAN BLYTHE
19848Q	DONOVAN	STEPHEN JOHN ARTHUR
60073L	DOUBILET	DANIEL ADAM
51617V	DRASSINOWER	ABRAHAM
60415W	DUFRESNE	YOLANDE GISELE MARIE
60078O	DUKE	LAURIE NADINE
49540H	DYCK	TYSON WAYNE
19860N	ELLIS	ELIZABETH ANN
41664T	EMANOILIDIS	JOHN EVANGELOS
43251H	EMES	AARON SCOTT
13979K	ESTEY	WILFRED MCKINNON
55814L	EVANS	HUW ROSSER
35449W	FABELLO	JOHN ANTHONY
46858V	FAN	TAT KAU
65490D	FATT	ROBERT MCCLUER
23693N	FELDMAN	MICHAEL KEVIN
63645R	FENTON	JORDAN MICHAEL
29479S	FORD	DANIEL ARTHUR GERARD
62178D	FORRESTER	DAVID COURTNEY
46615I	FORTIER	MICHAEL JOSEPH
54572C	FOSTER	ERIC LORNE
43925I	FRAZER	MITCHELL SAMSON
28036O	GERAGHTY	SHARON CECILIA
21551K	GEVA	BENJAMIN
37811I	GHERBAZ	SABRINA ALISON
57681A	GIBBONS	ANDREW GERARD
67279V	GINGRAS	MARIE-EVE JACQUELINE SYLVIE
57116D	GLEN	ADRIENNE ANNE
67762F	GOLDSTEIN	ALEXANDRA MARGAUX BRABAND
63677O	GOTFRIT	SHANNON FARRAH
60107E	GOTOWIEC	JAMES ALEXANDER
46626V	GRAY	ANDREW DUNCAN
67773S	GUEST	LARA
70605P	HARMON	RILEY JAMES
54286K	HARNICK	ALISON GAIL
37836W	HELBRONNER	VALERIE IRENE
66307E	HENNICK	ALLISON FAITH
38272Q	HILL	KRISTA FAYE
37843F	HISCOCKS	DARRYL ROY
32881D	HOLLAND	JULIA EVELYN
43946P	HONG	SANG-HOON (JIM)
59823H	HOOPER	WILLIAM LEE
65540A	HORWITZ	SIMONNE LEORA
64080P	HOUSE	FRAZER KEEGAN MAYNARD
64083D	HUNDAL	KANWARBIR STEVE SINGH
11777Q	IACOBUCCI	FRANK
70325K	IBRAHIM	SELAMAWIT DAWED
68768P	INNES	CHRISTINE WILLSON
64440W	ITO	VALERIE IANNE
68448L	JACKSON	LEORA AHUVA
18466S	JACKSON	PATRICIA DIANE

68452G	JASON	MICHAEL MCPHERSON
63705I	JEBSON	BRADEN JAMES HENDRICK
13963R	JEWETT	PETER EDWARD SPENCER
35922M	JOHNSON	GLEN ROY
47401P	JOHNSON	RICHARD WILLIAM
65945J	KARA	IRFAN
29924S	KEEFE	BLAIR WILLIAM
34735D	KEIZER	LORNE CHARLES
67806P	KELSALL	GEOFFREY GRAYDON
65949Q	KENNEDY	NICHOLAS EDWARD
65573Q	KIM	MIN SUK
60152R	KNETEMAN	CHRISTIE JEANNINE
38301G	KNOWLING	SIMON CRAIG
64897Q	KOMARNICKI	VANESSA ADRIANA MICHELLE
23104V	KOVAL	PATRICIA ANNE
37878N	KOZISKIE	CAMERON DARRYL
40237I	KRAAG	SCOTT ALEXANDER
64110B	KUCHINSKY	MATTHEW IAN
35952R	KWASNIEWSKI	BERNARD JOSEPH
63729D	LACOURSIERE	LYNNE ANN
57470H	LAKE	KONATA TACUMA
69151F	LASKIN	ARIA SARIT KRONITZ
19381B	LASKIN	JOHN BERNARD
57174V	LAVINE	JOSHUA DAVID
63740E	LAX	THOMAS RYAN
65973W	LEE	TAO-YANG
58639J	LEIBEL	ROBERT LEWIS
62253C	LEITH	DAVID NEAL
51636N	LENNON	JENNIFER LYNNE
66355F	LEVITT	SAMUEL BENJAMIN
51359T	MACDONALD	MARTHA KATE
46939T	MACKAY	TARA ANN
36793U	MAHONY	DENNIS EDWARD
56115T	MANSOORI	NINA
58356Q	MANTINI	NICOLE LEE
65206H	MATYASH	OLGA
41114H	MCCALLUM	HELEN LESLIE
22112M	MCCARTER	WILLIAM KENNETH
22116T	MCCOURT	CONOR DERMOT MICHAEL
27011M	MCMAHON	EILEEN MARGARET
50227V	MCMAHON	PATRICIA IRENE
23153S	MCMAMARA	WILLIAM WALLACE JOSEPH GEORGE
66015N	MILLAR	DANIEL JAMIE
57210R	MIR-SAEIDI	SHIRIN
64526A	MISSAGHIE	RICHARD AFSHIN
25064R	MOHTADI	PHILIP ALEXANDER HIRST
59010N	MONAS	ELI SIMON
34803T	MOORE	KATHRYN ELIZABETH
34804P	MORRIS	KEVIN MICHAEL
64168I	MOSKOWITZ	REBECCA MICHELLE
61639I	MURPHY	MATTHEW BRIAN
61951V	MURRAY	GRAEME THOMAS
49869V	MYERS	JONATHAN MITCHELL
68521S	NEIL	STEPHEN RONALD
37243T	NELLES	CAROLINE MICHELLE
51381K	NESBITT	LEONARD NORMAN
40968I	NICKERSON	SUSAN LOUISE
59902N	OLUSOGA	ADEYINKA OLUWAGBEMISOLA
60813N	OPOLSKY	JEREMY ROBERT
42724V	OUTERBRIDGE	DAVID JOHN
64190W	PAULS	RACHAEL ANNE
68865R	PAYNE	OWEN STUART
41929Q	PEREIRA	GRACA DE FATIMA
56904S	PETERSON	ALEXANDRA ANNE
42098K	PICKERSGILL	MICHAEL THOMAS
38400A	PLUMPTON	LINDA MARIE
67893T	POSEN	JACOB DAVID
37973A	POWYS-LYBBE	KARRIN ANN
62338H	PRADO	MELISSA JUDITH
18299I	PRICHARD	JOHN ROBERT STOBO
65376B	PRONK	BLAKE ROBERT
49405V	RAHMAN	SYED EBAD-UR
47427C	RAMCHANDANI	RIMA
53824G	RAMSEY	JOEL DAVID
68550E	RAMSVIK	ALEKSANDRA KRISTYNE

44648C	RAWLINSON	HENRY GRAHAM
54406P	REGULY	TERESA ANN
68554L	REN	HE
67059H	REYNAUD	PATRICK JEAN ROY
57239P	REYNOLDS	MOLLY MARGARET
48393U	ROCKMAN	NADINE SUSAN
54834L	RODRIGUE	SYLVIE MARIE THERESE MARCELLE
20044U	ROGER	DONALD BARCLAY
60265M	ROSS	GENEVIEVE LEILA
55654H	ROUNDING ATKEY	MATTHEW RONALD
41766B	ROWAND	MELANIE YVONNE SHARMAN
70120E	SAKO	EMMA YOSHIE
70121A	SALIMI	TEKIN MAXIMILIAN
67921N	SAULNIER	BRETT ROBERT JOSEPH
55661N	SEERS	MYRIAM MARIE
41025H	SEVILLE	DAVID ALEXANDER
34880G	SHAUGHNESSY	ANDREW MARK
68901N	SHAUNESSY	EDWIN PATRICK JOHN
66472S	SHAW	ROBERT EDWARD PILKINGTON
59959B	SHEERAZI	SHAAN ZEHRA
68903F	SHELLEY	ALEXANDRA KIMBERLY WELLS
67932D	SHERKEY	EMILY SUZANNE
70748P	SHIFF	DAVIDA ELIANA STARKMAN
66477V	SIGURDSON	LAURA NICOLE
44439B	SILVERMAN	STEPHEN ANDREW
70755V	SINGH	MANPREET
54433J	SLAVENS	ADAM MARCUS
59963T	SLAVENS	STEVEN BRET
42131S	SMITH	CRAWFORD GLENDON
70146O	SSOZI	ISABELLA MBAZIIRA
34487S	STEELE	DAVID ANGUS
42344D	STERNBERG	ARLEN KID
62743E	STEVENSON	THOMAS COREY
30890C	SYMMONDS	PHILIP DAVID ALBERT
49444B	TAITZ	JACQUELYN ROBYN
44672I	TALBOT	LISA KIMBERLEY
58769E	TANEVA-PARASHKEVOVA	PAULINA VALENTI
64637D	TARTICK	BRADLEY ROBERT
32078P	TERRY	JOHN ALEXANDER
29717J	TOBIN	JOHN JOSEPH
42433D	TOLIAS	SOPHIA
23280C	TORY	JAMES CHRISTOPHER
61092O	TOWELL	LEAH CHRISTINE
53608W	TOWNSEND	KAREN JEAN
62404I	TRIVUN	MARKO
49931P	TUOHY	KEVIN JOSEPH
66133W	UNGER	BRIAN JAMES
20106D	UNGER	JOHN
59567U	UNRUCH	RYAN NOAH
59570T	VAN DEURZEN	JOSHUA FRANK
27865B	VINER	LESLIE MARK
41079H	VOGELESANG	CHRISTINE LISA
38058B	WAKIL	OMAR KAREM
62428D	WALL	KEVIN JAMES
64669A	WEINSTOCK	JACOB COBY
33114W	WEISZ	JONATHAN BENJAMIN
70788O	WEYMAN	JONATHAN TOSHACH
61104E	WHITMORE	SARAH ELISE
69782P	WILEY	ERIN KATHLEEN MAWSON
51191B	WILLIAMS	SIMON JEFFREY CHARLES
27160W	WILLOUGHBY	RICHARD GRAEME
60005W	WISE	REBECCA LYNN
47309Q	WONG	HO KAY
42997Q	WORDEN	WILLIAM GRANT
32520E	WORTSMAN	JERALD MARTIN
45848Q	WRIGHT	CORNELL CHARLES VINCENT
44694L	YEO	THOMAS HARTLEY
52727Q	ZACKHEIM	MICHAEL BENJAMIN
50137C	ZEMANEK	MILOSZ ANDRZEJ
44696D	ZVERINA	THOMAS JOSEPH
56897I	PALTER	JESSICA MICHELLE
62349U	REDEKOP	LAURA ANNE
62427H	WALKER	SARAH MICHELLE




Number of LAWYERS practising in the firm: 262

The following LAWYERS are currently listed as members of your firm. However, they may not be automatically included in your firm's 2017 renewal, as additional filings may be required from the individual LAWYERS, as described below:

703410 KHAZZAM LYNN ARIEL

**EXEMPT: A**

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

- If the LAWYER has commenced practice with your firm in 2016, 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.

70689U MORIN CAITLIN HANNAH

**NO POLICY FOUND**

This LAWYER is not currently covered by a LAWPRO policy, but has recently been added to your firm listing.

- If the LAWYER has commenced practice with your firm in 2016, 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.

71004V MURPHY MICHAEL VINCENT

**EXEMPT: A**

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

- If the LAWYER has commenced practice with your firm in 2016, 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: 13

## 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 7, 2017 (eligible for \$50 plus PST per LAWYER discount).

**16. Mail/fax your premium payment information:**

No



**17. 2017 Invoicing Information:**

Your firm's 2017 insurance premium invoice will be available in electronic form from this website after the application is processed. A notice will be emailed to the following email address contacts in your firm when your invoice and policy documentation are available to view and download. If the email addresses for any of the following contacts are incorrect or not provided, please update your firm contact information by clicking 'Address Changes' AFTER you submit this application and receive your filing confirmation number.

LAW FIRM Managing Partner/LAWYER:	(lviner@torys.com)
LAW FIRM Office Administrator/Manager:	(ksheldrake@torys.com)
LAW FIRM CPD Contact:	(ddalfen@torys.com)
LAW FIRM CLAIMS Contact:	(jholland@torys.com)
Filer (as indicated in question 19):	(sbhayat@torys.com)

**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: Saajid Bhayat

Phone: 416-865-3691

E-mail: sbhayat@torys.com

Your Comments and/or Suggestions:

A confirmation email will be sent to sbhayat@torys.com upon submission.

**Firm Summary Warranty & Signature**

This Declaration shall constitute and form part of the 2017 Application Form for LAWPRO Professional Liability Insurance filed on behalf of each LAWYER in the Law Firm listed in the Member List.

It is understood, warranted and acknowledged that the undersigned LAWYER is authorized to act as agent for the purposes of this insurance on behalf of each of the LAWYERS. The LAWYERS each warrant and acknowledge that the information provided with this Application Form:

- is true, accurate and complete, or where estimates are required, that such estimates are reasonable;
- will be relied upon by LAWPRO in assessing risk, in offering any terms of insurance and in issuing any policy of insurance;
- will be the basis of and form part of any resulting policy of insurance; and
- the options selected on this form are requested to apply for 2017.

LAWYERS not currently carrying LAWPRO professional liability insurance coverage each acknowledge having read the LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS (LICENSEES) (which forms part of this Application Form). The LAWYERS consent to the collection, use and disclosure of personal information in any optional program(s) for which the LAWYERS choose to apply or are to be named as an INSURED/s in, now or in future policy years, in accordance with that Statement.

The LAWYERS each acknowledge his/her own on-going duty, through to the date of policy inception, to advise LAWPRO in writing of any material changes with respect to their practice circumstances.

☒ Please check this box to evidence your signature for the Warranty Declaration above.

*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.*

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Firm Name: TORYS LLP

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### *\* Professional Liability Insurance Application - Firm Renewal*

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LSUC#	Last Name	First Name
703410	KHAZZAM	LYNN ARIEL

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

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- If this LAWYER is not commencing practice with your firm, please click the "Remove" button to the right of the LAWYER name.

70689U	MORIN	CAITLIN HANNAH
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#### NO POLICY FOUND

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71004V	MURPHY	MICHAEL VINCENT
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