

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 1**

In consideration of the premium charged under this Policy, it is understood and agreed that prior acts coverage is provided, in accordance with the terms of Endorsement No. 3 (Heenan Blaikie LLP Lateral Hire Extension Endorsement) attached to each Subscriber's respective CLLAS Primary Policy, to the former Heenan Blaikie LLP lawyers named on that endorsement, but only in respect of professional services performed while acting solely in a professional capacity on behalf of Heenan Blaikie LLP.

This endorsement does not increase the Limit of Liability.

All other terms, conditions, exclusions and limitations remain unchanged.

Attaching to and forming part of Policy Number 2016-UMB issued by the Canadian Lawyers Liability Assurance Society.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the address of the Insured shown in Item 3 of the Declarations.

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

Per: \_\_\_\_\_

  
Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 2**

With respect to Subscriber Fasken Martineau DuMoulin LLP, it is understood and agreed that:

1. The Declarations are amended by adding the following Item 7-1:

**7-1 UNDERLYING INSURANCE SOUTH AFRICA:**

In the case of Bell Dewar Inc. (a South African corporation) and Fasken Martineau DuMoulin (PTY) Ltd. (a South African corporation), this Item 7-1 applies in the place of Item 7 and for the purposes of Item 2, the policies identified in this Item 7-1 apply in the place of the Designated Underling Policy of the Subscriber identified in Item 2.

**(a) Designated Underlying Policies**

Policy Period: February 1, 2016 to January 31, 2017 and renewal or replacement thereof

Insurer: Santam Limited  
Limit: R500,000,000 each and every claim

Insurer: Leppard and Associates (Pty) Limited  
Limit: R250,000,000 each and every claim

Insurer: Hollard Insurance Company Limited  
Limit: R350,000,000 each and every claim

Insurer: Arch Underwriting  
Limit: R100,000,000 each and every claim

Insurer: Zurich SA Limited  
Limit: R250,000,000 each and every claim

Insurer: Allianz Global Corporate & Specialty SA  
Limit: R50,000,000 each and every claim

**(b) Total Limits of all Underlying Insurance, including the Designated Underlying Policies:**

A minimum of R1,500,000,000 each and every claim in excess of any amount recoverable in terms of the Attorneys Fidelity Fund Professional Indemnity Insurance Scheme plus:

Insurer: Canadian Lawyers Liability Assurance Society  
Limit: \$60,000,000 annual aggregate excess of R1,500,000,000 each and every claim as described above

Policy Period: July 1, 2016 to July 1, 2017  
Policy No.: 27104

2. The coverage afforded by this endorsement shall not include the additional coverages under the Designated Underlying Policies, i.e. North America; Outside Directors & Officers; Fidelity Guarantee; Misappropriation of Trust Money; Identity Theft/Cyber Cover.

This endorsement does not increase the Limit of Liability.

All other terms, conditions, exclusions and limitations remain unchanged.

Attaching to and forming part of Policy Number 2016-UMB issued by the Canadian Lawyers Liability Assurance Society.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the address of the **Insured** shown in Item 3 of the Declarations.

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

Per: \_\_\_\_\_

Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 3**

With respect to Subscriber Dentons Canada LLP, it is understood and agreed that the clause entitled "Change in Underlying Insurance/Defence Provisions" is deleted and is replaced by the following but only in respect of the Subscriber named herein:

**Change in Underlying Insurance/Defence Provisions**

1. This Policy of excess professional liability insurance is issued in reliance upon the existence of Underlying Insurance and shall only respond to claims that are covered or fall within the scope of coverage of both the Designated Underlying Policy and the Underlying Insurance excess of the Designated Underlying Policy. If the Underlying Insurance is not maintained as described, or is altered in any manner, the obligation of the Insurer to respond is not increased in any way and the obligation under this Policy of insurance is to pay the amounts which would have been payable if the Underlying Insurance had been maintained in full force and effect as represented at the inception date of this Policy.
2. The Insurer shall not be obligated to pay any claim, judgment, award or to undertake or continue defence of any suit or proceeding after the applicable limit of the Insurer's liability has been exhausted by payment of judgements, awards, settlements or after deposit of the applicable Limits of Liability in a court of competent jurisdiction, and in such a case, the Insurer shall have the right to withdraw from further defence by tendering control of the defence to the Insured.
3. At no time shall the Insurer be called upon to assume charge of the settlement or defence of any claims made or suits brought or proceeding instituted against the Insured, but the Insurer shall have the right and shall be given the opportunity to associate with the Insured, or its underlying insurer or insurers, or both, in the control, defence and trial of any claims, suits or proceedings which, in the opinion of the Insurer, involve or appear reasonably likely to involve the Insurer. If the Insurer avails itself of such rights and opportunities, the Insured shall cooperate in the control, defence and/or trial of such matters.

To the extent that Underlying Insurance is reduced or exhausted by the payment of claims within the scope of coverage of both the Designated Underlying Insurance and the Underlying Insurance excess of the Designated Underlying Insurance and within the scope of coverage of this contract of insurance, then this Policy of insurance shall operate to respond to claims in excess of the reduced Underlying Insurance or Retention. A claim is not within the scope of coverage of this Policy for the purpose of this provision unless:

1. the claim is made, or triggering notice of circumstances reasonably expected to give rise to a claim is given, during the Policy Period, and
2. the claim, or triggering notice of circumstances reasonably expected to give rise to a claim, is not excluded by this Policy, and
3. all other terms and conditions of this Policy have been met.

This endorsement does not increase the Limit of Liability.

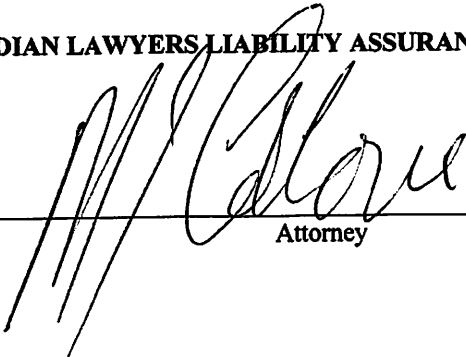
All other terms, conditions, exclusions and limitations remain unchanged.

Attaching to and forming part of Policy Number 2016-UMB issued by the Canadian Lawyers Liability Assurance Society.

This endorsement shall be effective from July 1, 2016, 12:01 a.m. Local Time at the address of the **Insured** shown in Item 3 of the Declarations.

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

Per:

  
\_\_\_\_\_  
Attorney

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY  
("CLLAS")**

**Endorsement No. 4**

It is understood and agreed that the address for Subscriber Borden Ladner Gervais LLP which appears on Addendum No. 2016-UMB-02 is amended to read as follows:

34<sup>th</sup> Floor  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, Ontario M5H 4E3

This endorsement does not increase the Limit of Liability.

All other terms, conditions, exclusions and limitations remain unchanged.

Attaching to and forming part of Policy Number 2016-UMB issued by the Canadian Lawyers Liability Assurance Society.

This endorsement shall be effective from October 17, 2016, 12:01 a.m. Local Time at the address of the Insured shown in Item 3 of the Declarations.

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY**

Per: \_\_\_\_\_

  
Attorney