

## MEMORANDUM OF INSURANCE

**POLICY NO.** CLX1001761

**INSURED:** McCarthy Tétrault Registered Foreign Lawyers & Solicitors and others as more fully described in the Followed Policy.

**ADDRESS:** 5 Old Bailey, 2<sup>nd</sup> Floor  
London England EC4M 7BA

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

**PERIOD OF INSURANCE:** Inception Date: September 30, 2009  
Expiration Date: September 30, 2010  
(12:01 a.m. Prevailing Time at the Assured's address set forth above)

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

**RETENTION:** US\$ 75,000 per claim for U.K. work  
US\$ 50,000 per claim for U.S.A. work  
US\$ 50,000 per claim ex-U.S.A. and U.K. work  
each claim and in the Annual Aggregate including Defense Costs, charges and expenses.

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

**LEAD UNDERWRITER:** Lexington Insurance Company

**COMPANY'S PARTICIPATION:** 40.00% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL PREMIUM:** \$151,850.00 exclusive of the Excess & Surplus lines taxes and fees.

**INSURED WITH:** Interstate Fire & Casualty Company (the "Company")

**DATED:** November 4, 2009

  
Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: CLX1001761

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Lexington Insurance Company, Policy No. 023462548 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANUM OF INSURANCE shall:
  - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
  - b. in the event of exhaustion, continue in force as Primary insurance

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