

ENDORSEMENT


This Endorsement, effective at 12:01 a.m. on July 1, 2009, forms part of

Policy No.:	CLX 1001646
Issued to:	Torys LLP (a New York partnership)
Issued by:	Interstate Fire & Casualty Company

It is hereby understood and agreed that this Policy is amended as follows:

- (i) The Expiration Date stated in the Memorandum of Insurance is amended to July 1, 2010.
- (ii) The premium for the Period of Insurance from July 1, 2009 to July 1, 2010 shall be \$768,000.00 of which \$307,200.00 being 40.00% of 100% shall be payable to the Company.
- (iii) Endorsement Nos. 4, 5, 6 and 7 attached hereto and issued by the Lead Underwriter are incorporated into this policy.

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



Authorized Representative

ENDORSEMENT NO. 4

This Endorsement, effective at 12:01 a.m. on July 1, 2009, forms part of

Policy No.: 6761658
Issued to: Torys LLP (a New York partnership)
Issued by: Lexington Insurance Company

It is hereby understood and agreed that this Policy is amended as follows:

- (i) The Expiration Date stated in the Declarations is amended to July 1, 2010.
- (ii) The premium for the Period of Insurance from July 1, 2009 to July 1, 2010 shall be \$768,000.00 of which \$460,800.00 being 60.00% of 100% shall be payable to the Company.
- (iii) Endorsement No 2 CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT is deleted and replaced with Endorsement No. 5.
- (iv) Endorsement No. 3 EXTENSION OF POLICY PERIOD ENDORSEMENT is deleted and replaced with Endorsement No 6.
- (v) Endorsement No. 7 CARRIER RATING DOWNGRADE ENDORSEMENT is added to this Policy.
- (vi) Clause (2) of section III. EXCLUSIONS is deleted and Declarations page ITEM 7 is amended to read:
ITEM 7. PENDING AND PRIOR DATE: Not applicable.

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


Authorized Representative

ENDORSEMENT NO. 5
CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on July 1, 2009, forms part of

Policy No.:	6761658
Issued to:	Torys LLP (a New York partnership)
Issued by:	Lexington Insurance Company

In consideration of the premium charged, it is agreed that:

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

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

SCHEDULED POLICIES

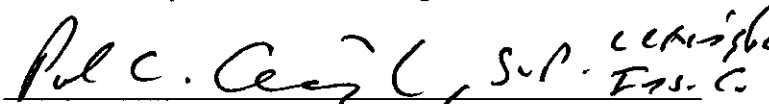
	Policy Number
Canadian Lawyers Liability Assurance Society	20011
Canadian Lawyers Liability Assurance Society	20111
GCAN Insurance Company	9600099
Lombard Insurance Company	CBC 0869917
Travelers Guarantee Company of Canada	50144829
ACE INA Insurance/Encon Group Inc.	SRX359373
Chubb Insurance Company/	8169-7851/
Liberty International Underwriters	PLTO287690006
AIG Commercial Insurance Company of Canada	1676683
GCAN Insurance Company	9600187
Travelers Guarantee Company of Canada	50144828
Liberty International Underwriters/ACE Insurance	PLTO287680007

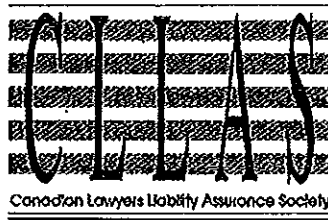
It is further understood and agreed and notwithstanding Clause V. "Other Insurance", that:

- (1) If **Loss** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, **CLLAS** and the 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.


Authorized Representative



**LETTER AGREEMENT BETWEEN
CLLAS AND "CLLAS INTERNATIONAL" INSURERS**

RESOLUTION OF ALLOCATION DISPUTES

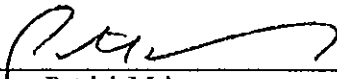
In the event of an allocation dispute between the Canadian Lawyers Liability Assurance Society ("CLLAS") and by the undersigned insurance companies (collectively referred to as the "CLLAS International Insurers") with respect to a loss giving rise to a claim or claims under insurance policies issued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

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

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


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

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY

By: 
Name: Patrick Mahoney
Title: General Manager


Date: July 21, 2008

INTERSTATE FIRE AND CASUALTY

By: 
Name: Glenn Murray
Title: National Product Director

Date: August 21, 2008

LEXINGTON INSURANCE COMPANY

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

Date: August 14, 2008

ENDORSEMENT NO. 6
EXTENSION OF POLICY PERIOD ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on July 1, 2009, forms part of

Policy No.: 6761658
Issued to: Torys LLP (a New York partnership)
Issued by: Lexington Insurance Company

It is hereby understood and agreed that this policy will, without notice, automatically renew for a further 12 months to expire on July 1, 2011 and it is further agreed that the premium for this extended **Policy Period** will be calculated based on the rate per attorney applicable to this policy multiplied by the number of attorneys declared hereunder at July 1, 2010 except, if during the period July 1, 2009 to May 1, 2010:

- (1) a **Claim** payment is made under this policy that is equal to or greater than \$5,000,000, or,
- (2) a **Claim** reserve or a combination of a payment and a reserve, under this policy or under any of the policies issued to those law firms insured by the Company otherwise known as CLLAS International member firms equal to or greater than 65% of the **LIMIT OF LIABILITY** is established or made by the Company or,
- (3) a **Claim** payment or an aggregate of **Claim** payments is made under this policy or under any of the policies issued to those law firms insured by the Company otherwise known as CLLAS International member firms that is equal to or greater than \$10,000,000, then,

each policy issued to each and every CLLAS International member firm shall lapse at July 1, 2010 and the Company may or may not offer renewal terms for the period commencing July 1, 2010 to July 1, 2011 which may or may not be accepted by the CLLAS International member firms.

For the purpose of this endorsement, CLLAS International member firms and policies are listed below:

<u>CLLAS International Member Firm</u>	<u>Policy Number</u>
Davies Ward Phillips & Vineberg LLP	6761657
Fasken Martineau Stringer Saul LLP	6761660
Osler Hoskin & Harcourt LLP	6761659
Torys LLP	6761658

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


Authorized Representative

ENDORSEMENT NO. 7
CARRIER RATING DOWNGRADE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on July 1, 2009, forms part of

Policy No.:	6761658
Issued to:	Torys LLP (a New York partnership)
Issued by:	Lexington Insurance 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.

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

 ^{SUP.} Lexington Ins Co

Authorized Representative