



Jane Burke-Robertson

Barrister & Solicitor

Carters Professional Corporation / Société professionnelle Carters

Barristers, Solicitors & Trade-mark Agents / Avocats et agents de marques de commerce

Ottawa Office

Direct: (613) 233-2672

janebr@carters.ca

September 21, 2012

SENT BY EMAIL [pamela@tocorp.ca]

Canadian Association of Financial Institutions in Insurance

c/o T-O Corporate Services

Attn: Ms. Pamela Smith, Senior Client Services Coordinator & Governance Officer

255-55 St. Clair Avenue West

Toronto, ON

M4V 2Y7

"PRIVATE & CONFIDENTIAL"

Dear Ms. Smith:

Re: Canadian Association of Financial Institutions in Insurance

Re: Our File # 120647J

Re: Continuance under the Canada Not-for-Profit Corporations Act (CNCA)

Further to our recent discussions, we are pleased to provide assistance to Canadian Association of Financial Institutions in Insurance (CAFII) (the "Client") in response to your request for advice on continuance under CNCA and related legal issues as instructed by you.

Monetary Retainer, Fees and Disbursements

The charges for legal services are primarily based upon the billable time of our lawyers, articling students and staff, for time spent working on your file. In accordance with our firm policy, an initial retainer of \$750.00 is required to be paid prior to our work on this matter. Thereafter, the retainer may need to be replenished from time to time as necessary before further work is undertaken. Please make payment payable to "Carters Professional Corporation in Trust". The retainer will be placed in our trust account and will be applied to our account when rendered. Any unused portion will be returned upon completion or termination of our services. We would estimate legal fees of \$1,500.00 plus HST and disbursements to prepare continuance documents under the CNCA on your behalf provided that the by-laws of the corporation are not unduly complex. If we determine that the existing or proposed corporate structure is of a more complex nature, we will advise you of our revised estimate by email. Any additional work, including but not limited to amendments to the current by-law under the *Canada Corporations Act* or correspondence with Canada Revenue Agency on your behalf would be at an additional charge. For your information, the current hourly rates for 2012 are set out below and are subject to change in the future at the beginning of each new year:

Continuing Jane Burke-Robertson's Charity and Not-for-Profit Law Practice

Ottawa Office / Bureau d'Ottawa

117 Centrepointh Drive, Suite 124

Ottawa, Ontario, Canada, K2G 5X3

Tel: (613) 235-4774 Fax: (613) 235-9838

www.carters.ca

Main Office / Bureau principal

211 Broadway, P.O. Box 440

Orangeville, Ontario, Canada, L9W 1K4

Tel: (519) 942-0001 Fax: (519) 942-0300

Toll Free / Sans frais: 1-877-942-0001

Mississauga Office / Bureau de Mississauga

2 Robert Speck Parkway, Suite 750

Mississauga, Ontario, Canada, L4Z 1H8

Tel: (905) 306-2791 Fax: (905) 306-3434

www.charitylaw.ca

LAWYER	HOURLY RATE	LAWYER	HOURLY RATE
Jane Burke-Robertson	350.00	<u>Staff</u>	
Karen J. Cooper	350.00	Articling Student	145.00
		Law Clerk	105.00
		Legal Assistant	95.00

The above-mentioned rates form the primary basis upon which the accounts are calculated. Accounts include out-of-pocket disbursements, as well as internal disbursements for photocopying, faxing, network printing, postage, long distance telephone (outgoing calls), as well as agency fees, on-line research services and mortgages, where applicable.

The accounts are dated the end of each month in which work has been completed and are generally rendered by approximately the 25th day of the following month. Accounts are payable within 60 days of the date of the account in order to avoid interest charges. If a question should occur concerning an account, we would be pleased to explain the account and answer any questions. If you require further information concerning our method of billing for legal services, please do not hesitate to contact us.

Lawyer-Client Privilege

Lawyer-client privilege is a protection that belongs to and can only be waived by the Client. It can be affected through indiscrete or insecure methods of communication. In particular, emails and faxes can be intercepted while being routed over the Internet and Client confidentiality may be inadvertently breached by the Client improperly sharing the email or by the Client taking inadequate measures to prevent unauthorized access to the communications. Carters will communicate with the Client via email, telephone, fax, and/or mail. However, we make no warranty with respect to the security of any electronic communication, and you consent to our exchange of unencrypted electronic communications, including confidential documents. The Client shall advise Carters if any form of communication is not acceptable.

Termination of Legal Services

You have the right to terminate our services to you upon written notice to us. Subject to our obligations to you to maintain proper standards of professional conduct, we reserve the right to terminate our services to you for good reasons, which include, but are not limited to:

- (a) if you fail to cooperate with us in any reasonable request;
- (b) if our continuing to act would be unethical, impractical or in violation of any applicable federal or provincial legislation;
- (c) if our retainer has not been paid; or
- (d) if you fail to pay our accounts when rendered.

If you terminate our services or we withdraw, you would only have to pay our fees and expenses up until the time we stopped acting for you.

Privacy Policy

Carters Professional Corporation ("Carters") has adopted and implemented a Privacy Policy which is posted on our website at www.carters.ca. The purpose of this Privacy Policy is to inform our clients about the types of personal information Carters collects, uses and discloses. It explains in detail how Carters uses and discloses personal information, the choices that each client has regarding such use and disclosure, and how our clients may correct and access the personal information that is in Carters' care and control.

By retaining Carters, the Client authorizes Carters to collect and keep all information in a file known as the "Client File". The Client also authorizes Carters to collect, disclose and use its information, while providing the Client with legal services, for the following purposes:

- (a) collecting, using and disclosing the information relevant to the performance of the services rendered to and for the Client;
- (b) corresponding with the Client's authorized representatives regarding the status of the Client's file;
- (c) corresponding with third parties pertaining to the status of the Client's file including, but not limited to, the government and other lawyers, should the need arise;
- (d) recording and determining the Client's various services in its relationship with Carters;
- (e) administration, billing, accounting and collection in relation to the Client's relationship with Carters; and
- (f) communicating the personal information to a sub-contractor (or other agents or intermediaries) in the course of a contract or mandate for the performance of any of the purposes listed above.

By retaining Carters, the Client consents to Carters' collection, use and disclosure of its information to inform the Client of developments that have occurred in various areas of law as well as seminars, courses and materials posted on Carters' websites. The Client's retaining of Carters' services is NOT conditional upon the Client consenting to being placed on Carters' contact list. Should the Client decide that it no longer wishes to receive this information, its authorized representative(s) may write or email Gisele White, Manager of Information Systems, at gwhite@carters.ca to be removed from Carters' contact list.

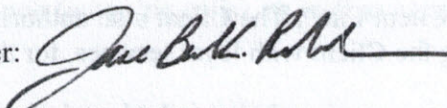
Authorization

This will confirm the authority of T-O Corporate Services and in particular, Pamela Smith to provide instructions to Carters Professional Corporation on behalf of Canadian Association of Financial Institutions in Insurance (CAFII) regarding continuance under the CNCA.

Concluding Comments

If you agree to the terms herein, please sign where indicated below and return one original executed copy to our office. We trust the above is satisfactory and we look forward to hearing from you in this regard. In the interim, if you have any questions or concerns, please do not hesitate to contact the undersigned at extension 222 or email at janebr@carters.ca.

Yours truly,
Carters Professional Corporation

Per: 
Jane Burke-Robertson

JBR:mlw

This is to confirm that the Canadian Association of Financial Institutions in Insurance (CAFII) (CAGP) (the "Client") wishes to retain Carters Professional Corporation in acting as its legal counsel in relation to the above-referenced matters in accordance with the terms of the retainer letter set out above.

Dated at the City of _____, in the Province of Ontario, Canada, this day of September, 2012.

CANADIAN ASSOCIATION OF FINANCIAL INSTITUTIONS IN INSURANCE (CAFII)

Per:

Name: Jennifer Hines

Position: Secretary and Chair, Executive Operations Committee

I have authority to bind the corporation.