

FAIRFAX FINANCIAL HOLDINGS LTD/ CAN

Form SUPPL

May 25, 2007

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**Filed pursuant to General Instruction II.L. of Form F-10**  
**File No. 333-142069**

**AMENDED AND RESTATED PROSPECTUS SUPPLEMENT**  
**(To a base shelf prospectus dated April 10, 2007)**

**Fairfax Financial Holdings Limited**

**Offer to Exchange any and all of its 73/4% Notes Due 2012**  
**for Cash and New 73/4% Senior Notes Due 2017**

This document amends and restates our prospectus supplement dated May 10, 2007, and, accordingly, the information in this amended and restated prospectus supplement supersedes the information in our prospectus supplement dated May 10, 2007. This prospectus supplement amends and restates the terms of the exchange offer to provide for, among other things and as further described below, new notes maturing in 2017 (instead of 2022) and an early participation payment of \$40.00 cash (instead of \$30.00). In addition, the early participation date is extended by four business days (from May 23 to May 30), and the expiration date is also extended by four business days (from June 8 to June 14). It is a condition to the exchange offer that a minimum aggregate principal amount of \$200 million of our outstanding 73/4% Notes due 2012 must be tendered (and not withdrawn).

**The Exchange Offer**

In the exchange offer, we are offering to exchange for each \$1,000 principal amount of our outstanding 73/4% Notes due 2012 (the "old notes"):

\$1,000 principal amount of our new 73/4% Senior Notes due 2017 (the "new notes"), and

accrued and unpaid interest in cash on old notes that we acquire in the exchange to but not including the settlement date (as defined below), which we currently expect to be June 18, 2007.

In addition, for each \$1,000 principal amount of old notes exchanged at or prior to midnight, New York City time, on May 30, 2007, which date we refer to as the early participation date, an amount of cash in U.S. dollars equal to the early participation payment as set out in the table below. **The early participation payment will only be paid to you if you validly tender and do not validly withdraw your old notes at or prior to the early participation date.**

The exchange offer will expire at 9:00 a.m., New York City time, on June 14, 2007, unless we extend the offer.

CUSIP Number	Principal Amount  Outstanding	Old Notes to be  Exchanged	New Note Principal Amount	Cash Early Participation  Payment
303901AN2	\$ 464,193,000	73/4% Notes due 2012	\$ 1,000	\$ 40.00

As of the date hereof, approximately \$159.5 million principal amount of old notes has been tendered, subject to the terms and conditions of the exchange offer, including withdrawal rights.

**You should consider the risk factors beginning on page S-14 of this prospectus supplement and on page 6 of the accompanying base shelf prospectus before participating in the exchange offer.**

*Dealer Managers*

**Merrill Lynch & Co.**

**BMO Capital Markets**

**Ferris, Baker Watts  
Incorporated**

May 24, 2007

*(cover page continued on next page)*

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*(cover page continued)*

As described more fully in this prospectus supplement, the exchange offer is subject to certain conditions. It is a condition to the exchange offer that a minimum aggregate principal amount of \$200 million of old notes must be tendered (and not withdrawn).

You may withdraw tenders of old notes, including old notes tendered prior to the date of this prospectus supplement, at any time prior to midnight, New York City time, on May 30, 2007.

The exchange of the old notes for new notes and the payment of the early participation payment, if applicable, in the exchange offer will be a taxable event for U.S. federal income tax purposes. If the exchange qualifies as a recapitalization, U.S. Holders (as defined in *Certain Income Tax Considerations* *Certain United States Federal Income Tax Considerations* ) will generally recognize gain (but not loss) equal to the lesser of the amount of the gain realized or the early participation payment, if applicable. See *Certain Income Tax Considerations* *Certain United States Federal Income Tax Considerations*.

The exchange of the old notes for new notes and the payment of the early participation payment in the exchange offer will be a taxable event for Canadian federal income tax purposes. Holders who are resident in Canada will generally recognize a capital gain equal to the proceeds of disposition, net of reasonable costs of disposition, less the adjusted cost base of the old notes. See *Certain Income Tax Considerations* *Certain Canadian Federal Income Tax Considerations*.

**The New Notes**

The new notes will mature on June 15, 2017 and will bear interest from and including the settlement date at an annual rate of 7¾%. Interest will be payable semi-annually on each June 15 and December 15, commencing on December 15, 2007.

The new notes will be our direct, unsecured obligations and will rank equally and ratably with all of our other unsecured and unsubordinated indebtedness.

We may redeem some or all of the new notes at any time on or after June 15, 2012.

All other terms of the new notes will be substantially identical to those of the old notes. The new notes will be issued under the same indenture and have the same covenants as the old notes. For a description of the terms of the new notes and the indenture pursuant to which the new notes will be issued, see *Description of the New Notes*.

**We are permitted to prepare this prospectus supplement and the accompanying base shelf prospectus in accordance with Canadian disclosure requirements, which are different from those of the United States. We prepare our financial statements in accordance with Canadian generally accepted accounting principles, and are subject to Canadian auditing and auditor independence standards. Our financial statements may not be comparable to financial statements of U.S. companies.**

**Owning the securities may subject you to tax consequences both in the United States and Canada. This prospectus supplement and the accompanying base shelf prospectus may not describe these tax consequences fully. You should read the tax discussion in this prospectus supplement. You should consult your own counsel, accountant or other advisors for legal, tax, business, financial and related advice regarding the exchange offer.**

**Prospective investors should be aware that, during the period of the exchange offer, we or our affiliates, directly or indirectly, may bid for or make purchases of the securities to be distributed or to be exchanged, or certain related securities, as permitted by applicable laws or regulations of Canada, or its provinces or territories.**

**Your ability to enforce civil liabilities under the U.S. federal securities laws may be affected adversely because we are incorporated in Canada, most of our officers and directors and certain of the experts named in this prospectus supplement and the accompanying base shelf prospectus are Canadian residents, and many of our assets are located in Canada.**

**Neither the U.S. Securities and Exchange Commission nor any state or provincial securities regulator has approved or disapproved of these securities, or determined if this prospectus supplement or accompanying base prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This document is in two parts. The first part is this prospectus supplement, which describes the terms of the securities that we are currently offering for exchange. The second part is the accompanying base shelf prospectus, which gives more general information, some of which may not apply to the securities that we are currently offering. Generally, the term prospectus refers to both parts combined.

You should read this prospectus supplement along with the accompanying base shelf prospectus. You should rely only on the information contained in or incorporated by reference in this prospectus supplement and the accompanying base shelf prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should not assume that the information provided by this prospectus supplement or the accompanying base shelf prospectus is accurate as of any date other than the date on the front of these documents. Our business, financial condition, results of operations and prospects may have changed since those dates. The new notes are being offered only in jurisdictions in which offers and sales are permitted.

If the information varies between this prospectus supplement and the accompanying base shelf prospectus, the information in this prospectus supplement supercedes the information in the accompanying base shelf prospectus.

**ENFORCEABILITY OF CERTAIN CIVIL LIABILITIES**

We are a corporation organized under the laws of Canada and some of our assets are located in, and most of our directors and most of our officers are residents of, Canada. As a result, it may be difficult for U.S. investors to effect service of process within the United States upon our directors or officers, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of such directors or officers under U.S. federal securities laws. We have been advised by Torys LLP, our Canadian counsel, that a judgment of a U.S. court predicated solely upon civil liability under such laws would probably be enforceable in Canada if the U.S. court in which the judgment was obtained had a basis for jurisdiction in the matter that was recognized by a Canadian court for such purposes. We have also been advised by such counsel, however, that there is substantial doubt whether an action could be brought in Canada in the first instance on the basis of liability predicated solely upon such laws.

**PRESENTATION OF FINANCIAL INFORMATION**

As the majority of our operations are in the United States or conducted in U.S. dollars, we report our consolidated financial statements in U.S. dollars in order to provide more meaningful information to users of our financial statements. In this prospectus, except where otherwise indicated, all dollar amounts are expressed in U.S. dollars, references to \$ , US\$ and dollars are to U.S. dollars, and references to Cdn\$ are to Canadian dollars.

Our consolidated financial statements have been prepared in accordance with generally accepted accounting principles in Canada, or Canadian GAAP, which differ from generally accepted accounting principles in the United States, or U.S. GAAP. For a discussion of the material differences between Canadian GAAP and U.S. GAAP as they relate to our financial statements, see note 20 to our audited consolidated financial statements for the year ended December 31, 2006 and note 9 to our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference in this prospectus.



**Table of Contents****EXCHANGE RATE DATA**

The following table sets forth, for each period indicated, the low and high exchange rates for Canadian dollars expressed in U.S. dollars, the exchange rate at the end of such period and the average of such exchange rates for each day during such period, based on the inverse of the noon buying rate in The City of New York for cable transfers in Canadian dollars as certified for customs purposes by the Federal Reserve Bank of New York:

	<b>Year Ended December 31,</b>				<b>Three Months Ended</b>		
	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2006</b>	<b>2007</b>
Low	0.6200	0.6349	0.7158	0.7872	0.8528	0.8528	0.8437
High	0.6619	0.7738	0.8493	0.8690	0.9100	0.8834	0.8673
Period End	0.6329	0.7738	0.8310	0.8579	0.8582	0.8569	0.8673
Average	0.6369	0.7159	0.7696	0.8260	0.8821	0.8661	0.8535

On May 23, 2007, the inverse of the noon buying rate was \$0.9246 = Cdn\$1.00.

**FORWARD-LOOKING STATEMENTS**

Any statements made by us or on our behalf may include forward-looking statements that reflect our current views with respect to future events and financial performance. The words believe, anticipate, project, expect, plan, in predict, estimate, will likely result, will seek to or will continue and similar expressions identify forward-looking statements. These forward-looking statements relate to, among other things, our plans and objectives for future operations and underwriting profits. We caution readers not to place undue reliance on these forward-looking statements, which speak only as of their dates. We are under no obligation to update or alter such forward-looking statements as a result of new information, future events or otherwise. These forward-looking statements are subject to uncertainties and other factors that could cause actual results to differ materially from such statements. These uncertainties and other factors, which we describe in more detail elsewhere in this prospectus supplement and the accompanying base shelf prospectus, or in documents incorporated by reference therein, include, but are not limited to:

a reduction in net income if our loss reserves are insufficient;

underwriting losses on the risks we insure that are higher or lower than expected;

insufficient reserves for asbestos, environmental and other latent claims;

the lowering or loss of our subsidiaries' financial or claims-paying ability ratings;

an inability to maintain effective internal control over financial reporting;

an inability to realize our investment objectives;

changes in economic conditions, including interest rates and the securities markets, which could affect our investment portfolio;

exposure to credit risk in the event our reinsurers fail to make payments to us under our reinsurance arrangements;

exposure to credit risk in the event our insureds fail to pay premiums that are owed to us or fail to reimburse us for deductibles that are paid by us on their behalf;

exposure to credit risk in the event insurance producers or reinsurance intermediaries fail to remit premiums owed to us;

the occurrence of catastrophic events with a frequency or severity exceeding our estimates;

a decrease in the level of demand for reinsurance or insurance products, or increased competition in the insurance industry;

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the cycle of the insurance market, which can substantially influence our and our competitors' premium rates and capacity to write new business;

our inability to obtain reinsurance coverage in sufficient amounts, at reasonable prices or on terms that adequately protect us;

the timing of loss payments being faster or the receipt of reinsurance recoverables being slower than anticipated by us;

our dependence on independent brokers over whom we exercise little control;

adverse fluctuations in foreign currency exchange rates;

assessments and shared market mechanisms which can adversely affect our U.S. insurance subsidiaries;

our failure to realize future income tax assets;

loss of key employees;

the influence exercisable by our controlling shareholder;

the passage of legislation subjecting our businesses to additional supervision or regulation, including additional tax regulation, in the United States, Canada or other jurisdictions in which we operate;

our inability to obtain required levels of capital on favorable terms, if at all;

our inability to access our subsidiaries' cash;

the failure of any of the loss limitation methods we employ;

an impairment in the value of our goodwill;

risks associated with implementing our business strategies;

risks associated with current government investigations and requests for information from government authorities; and

risks associated with pending class action and civil litigation.

See "Risk Factors" in this prospectus supplement and in the accompanying base shelf prospectus for a further discussion of these risks and uncertainties.

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This document amends and restates our prospectus supplement dated May 10, 2007, and, accordingly, the information in this amended and restated prospectus supplement supersedes the information in our prospectus supplement dated May 10, 2007. This prospectus supplement amends and restates the terms of the exchange offer to provide for, among other things and as further described below, new notes maturing in 2017 (instead of 2022) and an early participation payment of \$40.00 cash (instead of \$30.00). In addition, the early participation date is extended by four business days (from May 23 to May 30), and the expiration date is also extended by four business days (from June 8 to June 14). It is a condition to the exchange offer that a minimum aggregate principal amount of \$200 million of old notes must be tendered (and not withdrawn).

**SUMMARY**

*This brief summary highlights selected information from this prospectus supplement and the accompanying base shelf prospectus. It may not contain all of the information that is important to you. We urge you to carefully read and review the entire prospectus supplement and the accompanying base shelf prospectus and the documents incorporated by reference therein, including our historical financial statements for the year ended December 31, 2006 and the three months ended March 31, 2007 and the notes to those financial statements. You should read Risk Factors beginning on page S-14 of this prospectus supplement and page 6 of the accompanying base shelf prospectus for more information about important factors that you should consider before making a decision to participate in the exchange offer.*

*Unless the context otherwise requires, the terms Fairfax, Company, we, us and our refer to Fairfax Financial Holdings Limited and its subsidiaries; the term OdysseyRe refers to our public reinsurance business, Odyssey Re Holdings Corp. and its subsidiaries; the term Crum & Forster refers to our wholly-owned U.S. property and casualty insurance business, Crum & Forster Holdings Corp. and its subsidiaries; the term Northbridge refers to our public Canadian property and casualty insurance business, Northbridge Financial Corporation and its subsidiaries; the term Hamblin Watsa refers to our wholly-owned investment management subsidiary, Hamblin Watsa Investment Counsel Ltd; and the term Cunningham Lindsey refers to our claims adjusting subsidiary, Cunningham Lindsey Group Inc. and its subsidiaries. All references in this prospectus supplement and the accompanying base shelf prospectus to \$, US\$ or dollars refer to United States dollars and all references to Cdn\$ refer to Canadian dollars, unless otherwise indicated.*

**FAIRFAX FINANCIAL HOLDINGS LIMITED**

We are a financial services holding company primarily engaged in property and casualty insurance and reinsurance. We are incorporated under the *Canada Business Corporations Act*. We operate through a decentralized operating structure, with autonomous management teams applying a focused underwriting strategy to our markets. We seek to differentiate ourselves by combining disciplined underwriting with the investment of our assets on a total return basis, which we believe provides above-average returns over the long-term. We provide a full range of property and casualty products, maintaining a diversified portfolio of risks across classes of business, geographic regions, and types of insureds. We have been under current management since September 1985. Our principal executive offices are located at 95 Wellington Street West, Suite 800, Toronto, Ontario, M5J 2N7, Canada. Our telephone number is (416) 367-4941.

We conduct our business primarily through the following segments, with each of our continuing operations maintaining a strong position in its respective markets.

Our reinsurance business is primarily conducted through OdysseyRe, a U.S.-based underwriter of a full range of property and casualty reinsurance on a worldwide basis. We have a majority interest in OdysseyRe, whose common

stock is traded on the New York Stock Exchange under the symbol ORH.

Our U.S. insurance business provides a full range of commercial property and casualty insurance, principally through Crum & Forster, a national property and casualty insurance group which targets specialty classes of business that emphasize strong technical underwriting expertise. We own all of the equity of Crum & Forster.

Our Canadian insurance business is conducted principally through Northbridge, which provides commercial and personal lines property and casualty insurance in Canada through a wide range of distribution channels. We

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have a majority interest in Northbridge, whose common shares are traded on the Toronto Stock Exchange under the symbol NB.

Our runoff business primarily includes our discontinued business that did not meet our underwriting criteria or strategic objectives and selected business previously written by our other subsidiaries that was put under dedicated runoff management. In addition, our runoff segment also includes third-party runoff operations that we have acquired, which we believe will provide us with the opportunity to earn attractive returns on our invested capital.

Our invested assets are managed by our wholly-owned investment management subsidiary, Hamblin Watsa. Hamblin Watsa has managed our invested assets since September 1985 and emphasizes a conservative investment philosophy, seeking to invest our assets on a total return basis, which includes realized and unrealized gains over the long-term, using a value-oriented approach.

**Debt Ratings**

Our senior unsecured debt is rated BB, with a negative outlook, by Standard & Poor's, Ba3, with a stable outlook, by Moody's and bbb, with a stable outlook, by A.M. Best. A rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn at any time by the applicable rating agency.

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Purpose of the Exchange Offer	To refinance a portion of our outstanding debt and extend our debt maturity profile.
Terms of the Exchange Offer	<p>We are offering to exchange for each \$1,000 principal amount of our outstanding 73/4% Notes due 2012 (the old notes ):</p> <p>\$1,000 principal amount of our new 73/4% senior notes due 2017 (the new notes ), and</p> <p>accrued and unpaid interest in cash on old notes that we acquire in the exchange to but not including the settlement date (as defined below), which we currently expect to be June 18, 2007.</p> <p>In addition, for each \$1,000 principal amount of old notes exchanged at or prior to midnight, New York City time, on May 30, 2007, which date we refer to as the early participation date, an amount of cash in U.S. dollars equal to the early participation payment as set out in the table below.</p>

CUSIP Number	Principal Amount Outstanding	Old Notes to be Exchanged	New Note Principal Amount	Cash Early Participation Payment
303901AN2	\$ 464,193,000	73/4% Notes due 2012	\$ 1,000	\$ 40.00

The new notes will accrue interest from and including the settlement date at a rate of 73/4% per annum on the principal amount. Interest will be payable semi-annually on each June 15 and December 15, commencing on December 15, 2007. The new notes will mature on June 15, 2017.

We may redeem some or all of the new notes at any time on or after June 15, 2012. The redemption prices are described under Description of the new notes Redemption *Optional redemption*.

All other terms of the new notes will be substantially identical to those of the old notes. The new notes will be issued under the same indenture, and will have the same covenants, as the old notes. For a description of the terms of the new notes and the indenture pursuant to which the new notes will be issued, see Description of the New Notes.

Outstanding old notes may be exchanged only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. New notes will be issued only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

Subject to the satisfaction or waiver of specified conditions, we will exchange the cash and new notes for all of the old notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer.

Early Participation Date	Old notes must be tendered at or prior to midnight, New York City time, on May 30, 2007 to receive the early participation payment.
Expiration Date	The exchange offer will expire at 9:00 a.m., New York City time, on June 14, 2007, unless we extend the offer.
Settlement Date	The early participation payment will be paid, as applicable, and the new notes will be issued in exchange for the old notes in the exchange offer, if consummated, on the second business day following the expiration date of the exchange offer or as soon as practicable thereafter, which date we refer to as the settlement date. We currently expect the settlement date to be June 18, 2007.
Withdrawal of Tenders	Tenders of old notes may be withdrawn at any time prior to midnight, New York City time, on May 30, 2007, which date we refer to as the withdrawal deadline. Tenders of old notes may not be withdrawn after



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the withdrawal deadline unless we are required by law to permit withdrawal. See [The Exchange Offer](#) [Withdrawal of Tenders](#).

**Taxation**

The exchange of the old notes for new notes and the payment of the early participation payment, if applicable, in the exchange offer will be a taxable event for U.S. federal income tax purposes. If the exchange qualifies as a recapitalization, U.S. Holders (as defined in [Certain Income Tax Considerations](#) [Certain United States Federal Income Tax Considerations](#) ) will generally recognize gain (but not loss) equal to the lesser of the amount of the gain realized or the early participation payment, if applicable. See [Certain Income Tax Considerations](#) [Certain United States Federal Income Tax Considerations](#).

The exchange of the old notes for new notes and the payment of the early participation payment in the exchange offer will be a taxable event for Canadian federal income tax purposes. Holders who are resident in Canada will generally recognize a capital gain equal to the proceeds of disposition, net of reasonable costs of disposition, less the adjusted cost base of the old notes. See [Certain Income Tax Considerations](#) [Certain Canadian Federal Income Tax Considerations](#).

**Conditions to the Exchange Offer**

The exchange offer is subject to customary conditions, which we may assert or waive in our absolute discretion. It is a condition to the exchange offer that a minimum aggregate principal amount of \$200 million of old notes must be tendered (and not withdrawn). See [The Exchange Offer](#) [Conditions to the Exchange Offer](#).

**Procedures for Tendering**

If you wish to accept the exchange offer and your old notes are held by a custodial entity such as a bank, broker, dealer, trust company or other nominee, you must instruct this custodial entity to tender your old notes on your behalf pursuant to the procedures of the custodial entity. If your old notes are registered in your name, you must complete, sign and date the accompanying letter of transmittal, or a facsimile of the letter of transmittal, according to the instructions contained in this prospectus supplement and the letter of transmittal. You must also mail or otherwise deliver the letter of transmittal, or a facsimile of the letter of transmittal, together with the old notes and any other required documents, to the exchange agent at the address set forth on the cover page of the letter of transmittal.

Custodial entities that are participants in The Depository Trust Company, referred to as [DTC](#) , must tender old notes through the Automated Tender Offer Program, known as ATOP, maintained by DTC, by which such custodial entity and the beneficial owner on whose behalf the custodial entity is acting agree to be bound by the letter of transmittal. *A letter of transmittal need not accompany tenders effected through ATOP.*

**Consequences of Failure to Exchange**

For a description of the consequences of a failure to exchange the old notes, see [Risk Factors](#) [Risks Relating to Tendering Old Notes for New Notes](#).

Exchange Agent

D.F. King & Co., Inc. The address and telephone number of the exchange agent are on the back cover page of this prospectus.

Information Agent

D.F. King & Co., Inc. The address and telephone number of the information agent are on the back cover page of this prospectus.

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Dealer Managers

Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp. and Ferris, Baker Watts, Incorporated. Merrill Lynch Canada Inc. and BMO Nesbitt Burns Inc. will act as dealer managers in Canada. The addresses and telephone numbers of the dealer managers are on the back cover page of this prospectus.

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**SUMMARY OF THE NEW NOTES**

Issuer	Fairfax Financial Holdings Limited
Maturity Date	June 15, 2017
Interest	73/4%. Interest will be payable semi-annually on each June 15 and December 15, commencing December 15, 2007. Interest will accrue from and including the settlement date of the exchange offer. You will be paid accrued and unpaid interest to but not including the settlement date on old notes that we acquire in the exchange.
Ranking	The new notes will be direct, unsecured obligations of Fairfax Financial Holdings Limited. The new notes will rank equally and ratably with all of Fairfax Financial Holdings Limited's existing unsecured and unsubordinated indebtedness. The new notes will also be effectively subordinated to all obligations of Fairfax Financial Holdings Limited's subsidiaries. At March 31, 2007, the aggregate indebtedness of our subsidiaries was approximately \$1.0 billion. See Risk Factors Risks Related to the New Notes.
Optional Redemption	We may redeem some or all of the new notes at any time on or after June 15, 2012. See Description of the new notes Redemption <i>Optional redemption</i> .
Restrictive Covenants	The indenture governing the new notes is the indenture governing the old notes and contains covenants that, among other things, limit our ability to:  create liens on the capital stock of certain of our subsidiaries; and  enter into specific mergers or consolidations or convey, transfer or lease our properties and assets substantially as an entirety.
Events of Default	For a discussion of events that will permit acceleration of the payment of the principal of, and accrued interest on, the new notes, see Description of the New Notes Events of Default.
Form and Denomination	The new notes will be issued only in the form of one or more global notes. See Description of the New Notes Book-Entry; Delivery and Form. Each global note will be deposited with DTC, in each case for credit to the account of a direct or indirect participant of DTC. Investors in the global notes who are participants in DTC may hold their interests in the global notes directly through DTC. Investors in the global notes who are not participants in DTC may hold their interests indirectly through organizations that are participants in DTC. Interests in the global notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants, including Euroclear and Clearstream.

Except as set forth under Description of the New Notes Certificated Securities, participants and indirect participants will not be entitled to receive physical delivery of definitive new notes or to have new notes issued and registered in their names and will not be considered the owners or holders of the new notes under the indenture.

Interests in the global notes and the definitive new notes, if any, will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

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PORTAL	The new notes will be designated eligible for trading in the Private Offerings, Resale and Trading through Automated Linkage market, known as PORTAL.
Governing Law	The new notes and their governing indenture will be governed by, and construed in accordance with, the laws of the State of New York.
Trustees	The Bank of New York, as the successor U.S. trustee, and CIBC Mellon Trust Company, as the successor Canadian trustee.
Paying Agent	The Bank of New York.

**Risk Factors**

You should carefully consider all of the information set forth in this prospectus supplement and the accompanying base shelf prospectus and, in particular, should evaluate the specific risk factors beginning on page S-14 of this prospectus supplement and on page 6 of the base shelf prospectus.

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**Table of Contents****SELECTED HISTORICAL FINANCIAL DATA**

The following selected historical financial data should be read in conjunction with the consolidated financial statements and notes thereto for the year ended December 31, 2006 and the three months ended March 31, 2007 and the related management's discussion and analysis thereon that are incorporated by reference in this prospectus.

The selected historical consolidated financial data for the years ended and as at December 31, 2004, 2005 and 2006 and the three months ended March 31, 2007 and 2006 are derived from our audited consolidated financial statements and our unaudited interim consolidated financial statements, respectively. We prepare our consolidated financial statements in accordance with Canadian GAAP, which differs in certain respects from U.S. GAAP. For a discussion of the principal differences between Canadian GAAP and U.S. GAAP as they pertain to us, see note 20 to our audited consolidated financial statements for the year ended December 31, 2006 and note 9 to our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference in this prospectus.

We encourage you to read the consolidated financial statements incorporated by reference in this prospectus because they contain our complete financial statements for the periods presented. Our historical results of operations are not necessarily indicative of future results.

	<b>Three Months Ended</b>		<b>Years Ended December 31,</b>		
	<b>March 31,</b>		<b>2006</b>	<b>2005</b>	<b>2004</b>
	<b>2007(1)</b>	<b>2006</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>
	<b>(dollars in millions, except per share amounts)</b>				
<b>Canadian GAAP Statement of Earnings:</b>					
Gross premiums written	\$ 1,231.7	\$ 1,341.8	\$ 5,460.6	\$ 5,559.1	\$ 5,603.1
Net premiums written	1,069.4	1,157.6	4,763.7	4,694.6	4,785.7
Net premiums earned	1,137.9	1,185.7	4,850.6	4,692.5	4,804.3
Interest and dividends	198.6	149.2	746.5	466.1	375.7
Net gains on investments	98.8	289.6	835.3	385.7	313.6
Claims fees	99.7	90.0	371.3	356.2	336.1
Total revenues	1,535.0	1,714.5	6,803.7	5,900.5	5,829.7
Losses on claims	773.7	799.3	3,822.4	4,370.9	3,507.5
Operating expenses	284.8	261.0	1,111.6	1,059.7	1,030.6
Commissions, net	185.5	208.9	780.7	736.0	827.3
Interest expense	48.9	52.2	210.4	200.4	176.7
Total expenses	1,292.9	1,321.4	5,925.1	6,367.0	5,542.1
Earnings (loss) from operations before income taxes	242.1	393.1	878.6	(466.5)	287.6
	79.3	145.0	485.6	(66.3)	154.9

Provision for (recovery of) income taxes

Net earnings (loss) before non-controlling interests	162.8	248.1	393.0	(400.2)	132.7
Non-controlling interests	(51.9)	(49.7)	(165.5)	(46.4)	(79.6)
Net earnings (loss)	\$ 110.9	\$ 198.4	\$ 227.5	\$ (446.6)	\$ 53.1
Net earnings (loss) per diluted share	\$ 5.88	\$ 10.51	\$ 11.92	\$ (27.75)	\$ 3.11

**Canadian GAAP Selected Balance Sheet Data (at period end):**

Total investments and cash(2)	\$ 17,037.2	\$ 15,334.6	\$ 16,819.7	\$ 14,869.4	\$ 13,460.6
Total assets	26,426.4	27,526.2	26,576.5	27,542.0	26,271.2
Provision for claims	15,395.0	16,106.7	15,502.3	16,235.1	15,166.0
Total shareholders equity	3,001.4	2,818.1	2,856.9	2,644.2	2,801.7
Common shareholders equity per share	158.31	147.42	150.16	137.50	162.76

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- (1) On January 1, 2007, the company adopted five new accounting standards that were issued by the Canadian Institute of Chartered Accountants ( CICA ): CICA Handbook Section 1530, Comprehensive Income; Section 3855, Financial Instruments – Recognition and Measurement; Section 3251, Equity; Section 3861, Financial Instruments – Disclosure and Presentation; and Section 3865, Hedges. The adoption of these new accounting standards resulted in changes in the accounting for financial instruments as well as the recognition of certain transition adjustments that have been recorded in opening retained earnings or opening accumulated other comprehensive income. The company adopted these standards prospectively and, accordingly, prior period balances have not been restated (except for the reclassification of the currency translation account which was adopted retroactively with prior period restatement). The adoption of these new accounting standards had no significant impact on earnings per share during the first quarter of 2007.
- (2) Includes cash and short-term investments, marketable securities and total portfolio investments, and is net of short sale and derivative obligations. See note 4 to our audited consolidated financial statements for the year ended December 31, 2006 and note 3 to our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference into this prospectus for a discussion of the components of our portfolio investments.

**Three Months  
Ended  
March 31,  
2007                      2006                      Years Ended December 31,  
2006                      2005                      2004**  
(dollars in millions, except per share data)

**Selected Financial Ratios:**

Reinsurance Operations (OdysseyRe)					
Loss & loss adjustment expense ratio(1)	68.2%	65.7%	68.7%	90.5%	69.6%
Expense ratio(2)	28.1	29.7	27.8	27.0	27.4
Combined ratio(3)	96.3%	95.4%	96.5%	117.5%	97.0%
U.S. Insurance Operations					
Loss & loss adjustment expense ratio(1)	67.0%	70.0%	64.1%	71.7%	75.0%
Expense ratio(2)	28.9	28.4	28.2	29.2	30.4
Combined ratio(3)	95.9%	98.4%	92.3%	100.9%	105.4%
Canadian Insurance Operations (Northbridge)					
Loss & loss adjustment expense ratio(1)	65.0%	65.8%	71.8%	67.9%	62.2%
Expense ratio(2)	28.5	25.5	26.2	25.0	25.5
Combined ratio(3)	93.5%	91.3%	98.0%	92.9%	87.7%
Consolidated combined ratio (excluding runoff)	95.7%	95.1%	95.5%	107.7%	96.9%
<b>U.S. GAAP Reconciliation of Earnings:</b>					
Net earnings (loss), Canadian GAAP	\$ 110.9	\$ 198.4	\$ 227.5	\$ (446.6)	\$ 53.1

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Recoveries (deferred gains) on retroactive reinsurance	3.4	13.2	465.8	169.8	(15.1)
Other than temporary declines in investments		7.9	7.9	21.7	28.1
Embedded bond investment derivatives		7.8	(3.1)	4.9	12.6
Other differences	0.4		(6.5)	(2.0)	(14.5)
Tax effect	(1.2)	(8.1)	(37.2)	(61.2)	12.6
Net earnings (loss), U.S. GAAP	113.5	219.2	654.4	(313.4)	76.8
Other comprehensive income	8.5	(150.4)	(195.2)	(2.1)	147.6
Comprehensive income	\$ 122.0	\$ 68.8	\$ 459.2	\$ (315.5)	\$ 224.6
Net earnings (loss), per diluted share, U.S. GAAP	\$ 6.01	\$ 11.61	\$ 34.73	\$ (19.65)	\$ 4.82

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	<b>Three Months Ended</b>		<b>Years Ended December 31,</b>		
	<b>March 31,</b>	<b>2006</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>
	<b>2007</b>				
	<b>(dollars in millions, except per share data)</b>				
<b>U.S. GAAP Reconciliation of Shareholders' Equity:</b>					
Total shareholders' equity, Canadian GAAP	\$ 3,001.4	\$ 2,818.1	\$ 2,856.9	\$ 2,644.2	\$ 2,801.7
Accumulated other comprehensive income (excluding currency translation account)	(67.3)	119.1	(1.7)	275.3	283.8
Reduction of other paid in capital	(57.9)	(59.4)	(57.9)	(59.4)	(59.4)
Adjustment to initially apply FIN 48	(4.4)				
Cumulative reduction in net earnings, U.S. GAAP	(61.4)	(458.8)	(52.7)	(479.6)	(612.8)
Total shareholders' equity, U.S. GAAP	\$ 2,810.4	\$ 2,419.0	\$ 2,744.6	\$ 2,380.5	\$ 2,413.3
Common shareholders' equity per share, U.S. GAAP	\$ 150.81	\$ 128.32	\$ 147.09	\$ 126.02	\$ 142.21

- (1) Loss and loss adjustment expense ratio is calculated as claims losses and loss adjustment expenses expressed as a percentage of net premiums earned. For further information on these ratios, please read the management's discussion and analysis incorporated by reference in this prospectus.
- (2) Expense ratio is calculated as commissions, premium acquisition costs and other underwriting expenses as a percentage of net premiums earned. For further information on these ratios, please read the management's discussion and analysis incorporated by reference in this prospectus.
- (3) The combined ratio, which may be calculated differently by different companies, is the traditional measure of underwriting results of property and casualty insurance companies and is regarded as a non-GAAP measure.

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**RISK FACTORS**

*An investment in our securities involves risk. You should carefully consider the following risk factors and the risk factors beginning on page 6 of the accompanying base shelf prospectus, as well as the other information contained in and incorporated by reference into this prospectus, before deciding whether to participate in the exchange offer. Any of the following risks could materially adversely affect our business, financial condition or results of operations and could materially adversely affect your investment in the new notes. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations.*

**Risks Related to the New Notes**

*The new notes are effectively subordinated to the indebtedness of our subsidiaries.*

The new notes are effectively subordinated to any existing and future indebtedness and other liabilities of our subsidiaries. You will not have any claim as a creditor against our subsidiaries or the assets of our subsidiaries. Therefore, in the event of the insolvency or liquidation of a subsidiary, following payment by such subsidiary of its liabilities, the subsidiary may not have sufficient remaining assets to make payments to us as a shareholder or otherwise. In the event of a default by a subsidiary under any credit agreement or other indebtedness, its creditors could accelerate the debt, prior to such subsidiary distributing amounts to us that we could use to make payments on the new notes. In addition, if we caused a subsidiary to pay a dividend to us to make payments on the new notes, and the dividend were determined to be improperly paid, holders of the new notes would be required to return the payment to the subsidiary's creditors.

As of March 31, 2007, our subsidiaries had approximately \$1.0 billion of indebtedness. Our subsidiary debt may increase in the future. The terms of the new notes do not limit the ability of our subsidiaries to incur additional indebtedness that is senior to the new notes.

*We are a holding company, and we may not have access to the cash that is needed to make payments on the new notes.*

We are a holding company and we conduct substantially all of our business through our subsidiaries and receive substantially all of our earnings from them. None of our subsidiaries is obligated to make funds available to us for payment on the new notes. Accordingly, our ability to make payments on the new notes is dependent on the distribution of earnings from our subsidiaries. The ability of our subsidiaries to pay dividends to us in the future will depend on their statutory surplus, on earnings and on regulatory restrictions. The ability of our subsidiaries to pay dividends or make distributions or returns of capital to us is subject to restrictions set forth in the insurance laws and regulations of Canada, the United States, Ireland and the United Kingdom and is affected by our subsidiaries' credit agreements, indentures, rating agencies, the discretion of insurance regulatory authorities and capital support agreements with our subsidiaries. No assurance can be given that some or all of our operating subsidiaries' jurisdictions will not adopt statutory provisions more restrictive than those currently in effect. Our subsidiaries may incur additional indebtedness that may severely restrict or prohibit the making of distributions, the payment of dividends or the making of loans by our subsidiaries to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to fund payments on the new notes when due.

*We may incur additional indebtedness that may adversely affect our ability to meet our financial obligations under the new notes.*

Our obligations under the new notes rank equally with all of our other unsecured senior indebtedness. We may incur additional indebtedness in the future, which could have important consequences to holders of the new notes, including the following:

we could have insufficient cash to meet our financial obligations, including our obligations under the new notes;

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our ability to obtain additional financing for working capital, capital expenditures or general corporate purposes may be impaired; and

a significant degree of debt could make us more vulnerable to changes in general economic conditions and also could affect the financial strength ratings of our insurance subsidiaries.

Your decision to tender your old notes should be made with the understanding that the lengthened maturity of the new notes exposes you to the risks of non-payment for a longer period of time.

***Holders of the new notes may not be protected in the event we are involved in a highly leveraged transaction, reorganization, restructuring, merger or similar transaction in the future.***

The indenture under which the new notes will be issued may not sufficiently protect holders of new notes if we are involved in a highly leveraged transaction, reorganization, restructuring, merger or similar transaction. The indenture does not contain:

any provision restricting any of our subsidiaries from incurring, assuming or being liable with respect to any indebtedness or other obligations;

any provision restricting us or our subsidiaries from incurring, assuming or being liable with respect to any unsecured indebtedness or other unsecured obligations;

any provision restricting us or any of our subsidiaries from paying dividends or making other distributions on capital stock or from purchasing or redeeming capital stock;

any restrictions on the ability of our subsidiaries to issue securities that would be senior to the common shares of the subsidiary held by us;

any financial ratios or specified level of net worth to which we or our subsidiaries must adhere; or

any restrictions on our ability to contribute our assets to our insurance subsidiaries.

***The price at which you may be able to resell your new notes may be adversely affected by factors that are beyond our control.***

If you are able to resell your new notes, the price you receive will depend on many factors that may vary over time, including:

the number of potential buyers;

the level of liquidity of the new notes;

our financial performance;

the amount of indebtedness we have outstanding;

the level, direction and volatility of market interest rates generally; and

the market for similar securities.

As a result of these factors, you may only be able to sell your new notes at prices below those you believe to be appropriate, including prices below the price at which you acquired them in the offer.

***There may be no active market for the new notes.***

We cannot be sure that any active market for the new notes will develop, or if one does develop, that it will be maintained. If an active market for the new notes fails to develop or be sustained, the trading price of the new notes could decline. We do not intend to apply for listing of the new notes on any securities exchange or any automated quotation system.

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**Risks Related to Tendering Old Notes for New Notes**

*The exchange offer will result in reduced liquidity of unexchanged old notes*

The trading market for unexchanged old notes could become more limited than the existing limited trading market for the old notes and could cease to exist altogether due to the reduction in the amount of the old notes outstanding upon consummation of the exchange offer. A more limited trading market might adversely affect the liquidity, market price and price volatility of the old notes. If a market for unexchanged old notes exists or develops, the old notes may trade at a discount to the price at which they would trade if the amount outstanding were not reduced. There can, however, be no assurance that an active market in the unexchanged old notes will exist, develop or be maintained or as to the prices at which the unexchanged old notes may be traded.

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**Table of Contents****CAPITALIZATION****Canadian GAAP**

The table below sets forth our capitalization as of March 31, 2007 under Canadian GAAP. The **As Adjusted** column reflects our capitalization after giving effect to: (a) the issuance on May 7, 2007 by Crum & Forster of \$330.0 million aggregate principal amount of 7.75% notes due 2017 and the application of the net proceeds from that offering to the repurchase of \$295.7 million of Crum & Forster's 10.375% unsecured senior notes due 2013 (issue costs on this exchange were \$36.2 million); (b) the repurchases on April 27, 2007 and May 4, 2007 of \$27.0 million aggregate principal amount of our 7.375% senior notes due 2018; (c) the repurchases on April 27, 2007 and April 30, 2007 of \$9.1 million aggregate principal amount of our 8.25% senior notes due 2015; (d) the conversion on May 1, 2007, by the senior debenture holders, of \$22.5 million aggregate principal amount of OdysseyRe's 4.375% senior debentures due 2022; and (e) this exchange offer (assuming that holders of 50% of the aggregate principal amount of outstanding old notes participate in the exchange offer and that all of such holders tender their old notes prior to the early participation date). The cash to be paid in the exchange offer will be paid out of our existing cash. You should read this table in conjunction with our audited consolidated financial statements for the year ended December 31, 2006 and our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference into this prospectus.

	<b>As of March 31, 2007</b>	
	<b>Actual</b>	<b>As Adjusted</b>
	<b>(dollars in millions)</b>	
<b>Cash, short-term investments and marketable securities</b>	\$ 774.3	\$ 725.9
<b>Debt(1)</b>		
Long-term debt – holding company borrowings	\$ 973.9	\$ 705.7
Long-term debt – subsidiary company borrowings	906.3	881.9
Purchase consideration payable	178.1	178.1
Trust preferred securities of subsidiaries	17.9	17.9
Convertible senior debentures(2)	135.7	135.7
Indebtedness of Cunningham Lindsey	68.9	68.9
New notes		220.6
<b>Total debt</b>	<b>2,280.8</b>	<b>2,208.8</b>
<b>Non-controlling interests(3)</b>	<b>1,357.8</b>	<b>1,384.6</b>
<b>Shareholders' equity</b>		
Common shareholders' equity	2,071.9	2,071.9
Other paid in capital(2)	57.9	57.9
Treasury stock	(18.3)	(18.3)
Preferred shares	136.6	136.6
Retained earnings(4)	685.5	681.9
Accumulated other comprehensive income	67.8	67.8

Total shareholders equity	3,001.4	2,997.8
<b>Total capitalization</b>	<b>\$ 6,640.0</b>	<b>\$ 6,591.2</b>
Total debt as a percentage of total capitalization	34.3%	33.5%
Net debt as a percentage of net total capitalization(5)	25.7%	25.3%

- (1) See notes 8 and 9 of our audited consolidated financial statements for the year ended December 31, 2006 and note 5 to our unaudited consolidated financial statements for the three months ended March 31, 2007, incorporated by reference in this prospectus, for more details on our long-term debt and trust preferred securities.
- (2) In accordance with Canadian GAAP, the convertible senior debentures issued July 14, 2003 are recorded as components of debt and equity. The present value of the interest cost and principal amount associated with such debentures, discounted at 8% per annum, is presented as debt and the balance is shown as paid in capital.
- (3) Includes minority interest in OdysseyRe, Northbridge and Cunningham Lindsey.

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- (4) This exchange offer is accounted for as a modification of debt and does not have any impact on retained earnings. Retained earnings have been adjusted to reflect the accounting impact of debt repurchases in the post March 31, 2007 period.
- (5) Net debt equals total debt minus cash, short-term investments and marketable securities.

**U.S. GAAP**

The table below sets forth our capitalization as of March 31, 2007 under U.S. GAAP. The **As Adjusted** column reflects our capitalization after giving effect to: (a) the issuance on May 7, 2007 by Crum & Forster of \$330.0 million aggregate principal amount of 7.75% notes due 2017 and the application of the net proceeds from that offering to the repurchase of \$295.7 million of Crum & Forster's 10.375% unsecured senior notes due 2013 (issue costs on this exchange were \$36.2 million); (b) the repurchases on April 27, 2007 and May 4, 2007 of \$27.0 million aggregate principal amount of our 7.375% senior notes due 2018; (c) the repurchases on April 27, 2007 and April 30, 2007 of \$9.1 million aggregate principal amount of our 8.25% senior notes due 2015; (d) the conversion on May 1, 2007, by the senior debenture holders, of \$22.5 million aggregate principal amount of OdysseyRe's 4.375% senior debentures due 2022; and (e) this exchange offer (assuming that holders of 50% of the aggregate principal amount of outstanding old notes participate in the exchange offer and that all of such holders tender their old notes prior to the early participation date). The cash to be paid in the exchange offer will be paid out of our existing cash. You should read this table in conjunction with our audited consolidated financial statements for the year ended December 31, 2006 and our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference into this prospectus. For a discussion of the material differences between Canadian GAAP and U.S. GAAP as they relate to our financial statements, see note 20 to our audited consolidated financial statements for the year ended December 31, 2006 and note 9 to our unaudited interim consolidated financial statements for the three months ended March 31, 2007, incorporated by reference into this prospectus.

	<b>As of March 31, 2007</b>	
	<b>Actual</b>	<b>As Adjusted</b>
	<b>(dollars in millions)</b>	
<b>Cash, short-term investments and marketable securities</b>	\$ 774.3	\$ 725.9
<b>Debt</b>		
Long-term debt — holding company borrowings	\$ 973.9	\$ 705.7
Long-term debt — subsidiary company borrowings	906.3	881.9
Purchase consideration payable	178.1	178.1
Trust preferred securities of subsidiaries	17.9	17.9
Convertible senior debentures	188.4	188.4
Indebtedness of Cunningham Lindsey	68.9	68.9
New notes		220.6
<b>Total debt</b>	<b>2,333.5</b>	<b>2,261.5</b>
<b>Non-controlling interests<sup>(1)</sup></b>	<b>1,354.8</b>	<b>1,381.6</b>
<b>Shareholders' equity</b>		
Common shareholders' equity	2,071.9	2,071.9
Treasury stock	(18.3)	(18.3)
Preferred shares	136.6	136.6

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Retained earnings(2)	619.7	616.1
Accumulated other comprehensive income	0.5	0.5
Total shareholders' equity	2,810.4	2,806.8
<b>Total capitalization</b>	<b>\$ 6,498.7</b>	<b>\$ 6,449.9</b>
Total debt as a percentage of total capitalization	35.9%	35.1%
Net debt as a percentage of net total capitalization(3)	27.2%	26.8%

(1) Includes minority interest in OdysseyRe, Northbridge and Cunningham Lindsey.

(2) This exchange offer is accounted for as a modification of debt and does not have any impact on retained earnings. Retained earnings have been adjusted to reflect the accounting impact of debt repurchases in the post March 31, 2007 period.

(3) Net debt equals total debt minus cash, short-term investments and marketable securities.

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**Table of Contents****THE EXCHANGE OFFER****Purpose of the Exchange Offer**

To refinance a portion of our outstanding debt and extend our debt maturity profile.

**Terms of the Exchange Offer**

We are offering to exchange for each \$1,000 principal amount of our outstanding 7<sup>3</sup>/<sub>4</sub>% Notes due 2012 (the old notes):

\$1,000 principal amount of our new 7<sup>3</sup>/<sub>4</sub>% senior notes due 2017 (the new notes), and

accrued and unpaid interest in cash on old notes that we acquire in the exchange to but not including the settlement date (as defined below), which we currently expect to be June 18, 2007.

In addition, for each \$1,000 principal amount of old notes exchanged at or prior to midnight, New York City time, on May 30, 2007, which date we refer to as the early participation date, an amount of cash in U.S. dollars equal to the early participation payment as set out in the table below.

The early participation payment will only be paid to you if you validly tender and do not validly withdraw your old notes at or prior to the early participation date.

The exchange offer will expire at 9:00 a.m., New York City time, on June 14, 2007, unless we extend the offer.

<b>CUSIP Number</b>	<b>Principal Amount Outstanding</b>	<b>Old Notes to be Exchanged</b>	<b>New Note Principal Amount</b>	<b>Cash Early Participation Payment</b>
303901AN2	\$ 464,193,000	7 <sup>3</sup> / <sub>4</sub> % Notes due 2012	\$ 1,000	\$ 40.00

As of the date hereof, approximately \$159.5 million principal amount of old notes has been tendered, subject to the terms and conditions of the exchange offer, including withdrawal rights.

The early participation payment will be paid, as applicable, and the new notes will be issued in exchange for the old notes in the exchange offer, if consummated, on the second business day following the expiration date of the exchange offer or as soon as practicable thereafter, which date we refer to as the settlement date. We currently expect the settlement date to be June 18, 2007.

Outstanding old notes may be exchanged only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof. New notes will be issued only in minimum denominations of \$1,000 and integral multiples of \$1,000 in excess thereof.

**Conditions to the Exchange Offer**

Notwithstanding any other provisions of the exchange offer, or any extension of the exchange offer, we will not be required to distribute the early participation payments or issue new notes, and we may terminate the exchange offer or, at our option, modify, extend or otherwise amend the exchange offer, if any of the following conditions has not been satisfied or waived, prior to or concurrently with the expiration of the exchange offer, as extended:

(1) at least \$200 million aggregate principal amount of old notes has been tendered (and not withdrawn);

(2) no action or proceeding has been instituted or threatened in any court or before any governmental agency and no law, rule, regulation, judgment, order or injunction has been proposed (including a proposal which is in existence as of the date of this document), enacted, entered or enforced by any court or governmental agency that in our judgment would reasonably be expected to (1) prohibit, prevent or materially impair our ability to proceed with this exchange offer, (2) materially adversely affect the business, condition (financial or otherwise), income, operations, assets, liabilities or prospects of our subsidiaries or us taken as a whole, (3) limit the deductibility of interest on or indebtedness on any debt connected to this exchange offer or that would materially increase the after-tax cost to us of this exchange offer, or (4) materially impair the contemplated benefits to us from this exchange offer;

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(3) nothing has occurred or is reasonably likely to occur affecting the business, condition (financial or otherwise), income, operations, assets, liabilities or prospects of the Company and our subsidiaries, taken as a whole, that in our judgment would reasonably be expected to (1) prohibit, prevent or delay consummation of this exchange offer, or (2) materially impair the contemplated benefits to us from this exchange offer;

(4) there shall not have occurred (a) any general suspension of or limitation on trading in securities on the New York Stock Exchange, the Toronto Stock Exchange or in the over-the-counter market (whether or not mandatory), (b) any material adverse change in the prices of the old notes, (c) a material impairment in the general trading market for debt securities, (d) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States or Canada (whether or not mandatory), (e) a commencement or escalation of a war, armed hostilities or other national or international crisis directly or indirectly relating to the United States or Canada, (f) any limitation (whether or not mandatory) by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States or Canada, (g) any material adverse change in securities or financial markets in the United States or Canada generally, or (h) in the case of any of the foregoing existing at the time of the commencement of the exchange offer, a material acceleration or worsening thereof; and

(5) neither of the trustees with respect to the indenture for the old notes shall have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of, the exchange offer, the exchange of new notes for old notes or the payment of the early participation payment under the exchange offer nor shall a trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the exchange offer or the exchange of the old notes under the exchange offer.

The foregoing conditions are for our sole benefit and may be waived by us in whole or in part at our absolute discretion. Any determination made by us concerning an event, development or circumstance described or referred to above shall be conclusive and binding.

If any of the foregoing conditions are not satisfied with respect to the old notes, we may, at any time before or concurrently with the expiration date for the exchange offer:

(1) terminate the exchange offer and return all tendered old notes to the holders thereof;

(2) modify, extend or otherwise amend the exchange offer and retain all tendered old notes until the expiration date, as extended, of the exchange offer, subject, however, to the withdrawal rights of holders (see [Withdrawal of Tenders](#) and [Expiration Date; Extensions; Amendments; Termination](#) ); or

(3) waive the unsatisfied conditions with respect to the exchange offer and accept all old notes tendered and not previously withdrawn.

We reserve the right, in our absolute discretion, to purchase or make offers to purchase any old notes that remain outstanding subsequent to the expiration date of the exchange offer and, to the extent permitted by applicable law, purchase old notes in the open market, in privately negotiated transactions or otherwise. The terms of any such purchases or offers could differ from the terms of the exchange offer. Any purchase or offer to purchase will not be made except in accordance with applicable law.

**Expiration Date; Extensions; Amendments; Termination**

For purposes of the exchange offer, the term [expiration date](#) means 9:00 a.m., New York City time, on June 14, 2007, subject to our right to extend such date and time for the exchange offer in our absolute discretion, in which case the

expiration date means, with respect to any extended exchange offer, the latest date and time to which the exchange offer is extended.

We reserve the right, in our absolute discretion, to (i) extend the exchange offer, (ii) terminate the exchange offer, or (iii) amend the exchange offer, by giving oral or written notice of such delay, extension, termination or amendment to the exchange agent. If the exchange offer is amended, we will extend the exchange offer for the period of time required by law, if any.

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We will promptly announce any extension, amendment or termination of the exchange offer by issuing a press release to the Dow Jones News Service. We will announce any extension of the expiration date no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled expiration date. We have no other obligation to publish, advertise or otherwise communicate any information about any extension, amendment or termination.

## **Effect of Tender**

Any tender by a holder (and our subsequent acceptance of such tender) of old notes will constitute a binding agreement between that holder and us upon the terms and subject to the conditions of the exchange offer described herein and in the letter of transmittal. The acceptance of the exchange offer by a tendering holder of old notes will constitute the agreement by that holder to deliver good and marketable title to the tendered old notes, free and clear of any and all liens, restrictions, charges, pledges, security interests, encumbrances or rights of any kind of third parties.

## **Letter of Transmittal; Representations, Warranties and Covenants of Holders of Old Notes**

Upon the submission of the letter of transmittal, or agreement to the terms of the letter of transmittal pursuant to an agent's message, a holder, or the beneficial holder on behalf of which the holder has tendered, will, subject to the terms and conditions of the exchange offer, be deemed, among other things, to:

- (1) irrevocably sell, assign and transfer to or upon our order or the order of our nominee, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of such holder's status as a holder of, all old notes tendered thereby, such that thereafter it shall have no contractual or other rights or claims in law or equity against us or any fiduciary, trustee, fiscal agent or other person connected with the old notes arising under, from or in connection with such old notes;
- (2) waive any and all rights with respect to the old notes tendered thereby (including, without limitation, any existing or past defaults and their consequences in respect of such old notes); and
- (3) release and discharge us and the trustees from any and all claims such holder may have, now or in the future, arising out of or related to the old notes tendered thereby, including, without limitation, any claims that such holder is entitled to receive additional principal or interest payments with respect to the old notes tendered thereby (other than as expressly provided in this prospectus supplement and in the letter of transmittal) or to participate in any redemption or defeasance of the old notes tendered thereby.

In addition, such holder of old notes will be deemed to represent, warrant and agree that:

- (1) it has received and reviewed this prospectus;
- (2) it is the beneficial owner (as defined below) of, or a duly authorized representative of one or more such beneficial owners of, the old notes tendered thereby and it has full power and authority to execute the letter of transmittal;
- (3) the old notes being tendered thereby were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and acknowledges that we will acquire good, indefeasible and unencumbered title to such old notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, when we accept the same;
- (4) it (and any beneficial owner(s) on whose behalf it is acting) will not sell, pledge, hypothecate or otherwise encumber or transfer any old notes tendered thereby from the date of the letter of transmittal and agrees that any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;

(5) in evaluating the exchange offer and in making its decision whether to participate therein by submitting a letter of transmittal and tendering its old notes, such holder (and any beneficial owner(s) on whose behalf it is acting) has made its own independent appraisal of the matters referred to herein and in any related communications and is not relying on any statement, representation or warranty, express or implied, made to

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such holder by us, the information agent, the exchange agent or the dealer managers or any other party other than those contained in this prospectus (as supplemented to the expiration date);

(6) the execution and delivery of the letter of transmittal shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions set out or referred to in this prospectus supplement;

(7) the submission of the letter of transmittal to the exchange agent shall, subject to the terms and conditions of the exchange offer, constitute the irrevocable appointment of the exchange agent as the holder's attorney and agent, and an irrevocable instruction to such attorney and agent to complete and execute all or any form(s) of transfer and other document(s) at the discretion of such attorney and agent in relation to the old notes tendered thereby in favor of us or such other person or persons as we may direct and to deliver such form(s) of transfer and other document(s) in the attorney's and agent's discretion and/or the certificate(s) and other document(s) of title relating to such old notes registration and to execute all such other documents and to do all such other acts and things as may be in the opinion of such attorney or agent necessary or expedient for the purpose of, or in connection with, the acceptance of the exchange offer, and to vest in us or our nominees such old notes; and

(8) that the terms and conditions of the exchange offer shall be deemed to be incorporated in, and form a part of, the letter of transmittal which shall be read and construed accordingly.

The representations, warranties and agreements of a holder tendering old notes shall be deemed to be repeated and reconfirmed on and as of the expiration date and the settlement date. For purposes of this prospectus, the beneficial owner of any old notes shall mean any holder that exercises sole investment discretion with respect to such old notes.

## **Absence of Dissenters' Rights**

Holders of the old notes do not have any appraisal or dissenters' rights in connection with the exchange offer under the laws of the State of New York, which govern the indenture and the old notes.

## **Acceptance of Old Notes for Exchange; Delivery of New Notes and Early Participation Payment**

On the settlement date, new notes to be issued in partial exchange for old notes in the exchange offer, if consummated, will be delivered in book-entry form and payment of the early participation payment, as applicable, and accrued and unpaid interest in U.S. dollars will be made by deposit of funds with DTC, which will transmit such payments to tendering holders.

We will be deemed to have accepted validly tendered old notes that have not been validly withdrawn as provided in this prospectus when, and if, we have given oral or written notice thereof to the exchange agent. Subject to the terms and conditions of the exchange offer, delivery of the early participation payment, as applicable, and new notes through the settlement date will be made by the exchange agent on the settlement date upon receipt of such notice. The exchange agent will act as agent for tendering holders of the old notes for the purpose of receiving old notes and transmitting cash and new notes as of the settlement date. If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer, such unaccepted old notes will be returned without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer.

## **Procedures for Tendering**

A holder of old notes who wishes to accept the exchange offer, and whose old notes are held by a custodial entity such as a bank, broker, dealer, trust company or other nominee, must instruct this custodial entity to tender with respect to

such holder's old notes on the holder's behalf pursuant to the procedures of the custodial entity.

To tender in the exchange offer, a holder of old notes must either (i) complete, sign and date the letter of transmittal (or a facsimile thereof) in accordance with its instructions (including guaranteeing the signature(s) to the

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letter of transmittal, if required), and mail or otherwise deliver such letter of transmittal or such facsimile, together with the certificates representing the old notes specified therein, to the exchange agent at the address set forth in the letter of transmittal for receipt on or prior to the expiration date, or (ii) comply with the ATOP procedures for book-entry transfer described below on or prior to the expiration date.

The exchange agent and DTC have confirmed that the exchange offer is eligible for ATOP. The letter of transmittal (or facsimile thereof), with any required signature guarantees, or (in the case of book-entry transfer) an agent's message in lieu of the letter of transmittal, and any other required documents, must be transmitted to and received by the exchange agent on or prior to the expiration date of the exchange offer at one of its addresses set forth on the back cover page of this prospectus. Old notes will not be deemed surrendered until the letter of transmittal and signature guarantees, if any, or agent's message, are received by the exchange agent.

The method of delivery of old notes, the letter of transmittal, and all other required documents to the exchange agent is at the election and risk of the holder. Instead of delivery by mail, holders should use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to and receipt by the exchange agent on or before the expiration date. Do not send the letter of transmittal or any old notes to anyone other than the exchange agent.

All new notes will be delivered only in book-entry form through DTC. Accordingly, if you anticipate tendering other than through DTC, you are urged to contact promptly a bank, broker or other intermediary (that has the capability to hold securities custodially through DTC) to arrange for receipt of any new notes to be delivered to you pursuant to the exchange offer and to obtain the information necessary to provide the required DTC participant with account information for the letter of transmittal.

### **Book-Entry Delivery Procedures for Tendering Old Notes Held with DTC**

If you wish to tender old notes held on your behalf by a nominee with DTC, you must (i) inform your nominee of your interest in tendering your old notes pursuant to the exchange offer, and (ii) instruct your nominee to tender all old notes you wish to be tendered in the exchange offer into the exchange agent's account at DTC on or prior to the expiration date. Any financial institution that is a nominee in DTC, including Euroclear and Clearstream, must tender old notes by effecting a book-entry transfer of the old notes to be tendered in the exchange offer into the account of the exchange agent at DTC by electronically transmitting its acceptance of the exchange offer through the ATOP procedures for transfer. DTC will then verify the acceptance, execute a book-entry delivery to the exchange agent's account at DTC, and send an agent's message to the exchange agent. An agent's message is a message, transmitted by DTC to and received by the exchange agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from an organization that participates in DTC (a participant) tendering old notes that the participant has received and agrees to be bound by the terms of the letter of transmittal and that we may enforce the agreement against the participant. A letter of transmittal need not accompany tenders effected through ATOP.

### **Proper Execution and Delivery of Letter of Transmittal**

Signatures on a letter of transmittal or notice of withdrawal described below (see [Withdrawal of Tenders](#)), as the case may be, must be guaranteed by an eligible institution unless the old notes tendered pursuant to the letter of transmittal are tendered (i) by a holder who has not completed the box entitled [Special Return Instructions](#) or [Special Issuance/Delivery Instructions](#) on the letter of transmittal or (ii) for the account of an eligible institution. If signatures on a letter of transmittal, or notice of withdrawal are required to be guaranteed, such guarantee must be made by an eligible institution.

If the letter of transmittal is signed by the holder(s) of old notes tendered thereby, the signature(s) must correspond with the name(s) as written on the face of the old notes without alteration, enlargement or any change whatsoever. If any of the old notes tendered thereby are held by two or more holders, all such holders must sign the letter of transmittal. If any of the old notes tendered thereby are registered in different names on different old notes, it will be necessary to complete, sign and submit as many separate letters of transmittal, and any accompanying documents, as there are different registrations of certificates.

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If old notes that are not tendered for exchange pursuant to the exchange offer are to be returned to a person other than the holder thereof, certificates for such old notes must be endorsed or accompanied by an appropriate instrument of transfer, signed exactly as the name of the registered owner appears on the certificates, with the signatures on the certificates or instruments of transfer guaranteed by an eligible institution.

If the letter of transmittal is signed by a person other than the holder of any old notes listed therein, such old notes must be properly endorsed or accompanied by a properly completed bond power, signed by such holder exactly as such holder's name appears on such old notes. If the letter of transmittal or any old notes, bond powers or other instruments of transfer are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

No alternative, conditional, irregular or contingent tenders will be accepted. By executing the letter of transmittal (or facsimile thereof), the tendering holders of old notes waive any right to receive any notice of the acceptance for exchange of their old notes. Tendering holders should indicate in the applicable box in the letter of transmittal the name and address to which payments and/or substitute certificates evidencing old notes for amounts not tendered or not exchanged are to be issued or sent, if different from the name and address of the person signing the letter of transmittal. If no such instructions are given, old notes not tendered or exchanged will be returned to such tendering holder.

All questions as to the validity, form, eligibility (including time of receipt), and acceptance and withdrawal of tendered old notes will be determined by us in our absolute discretion, which determination will be final and binding. We reserve the absolute right to reject any and all tendered old notes determined by us not to be in proper form or not to be properly tendered or any tendered old notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive, in our absolute discretion, any defects, irregularities or conditions of tender as to particular old notes, whether or not waived in the case of other old notes. Our interpretation of the terms and conditions of the exchange offer (including the instructions in the letter of transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes must be cured within such time as we shall determine. Although we intend to notify the holders of old notes of defects or irregularities with respect to tenders of their old notes, neither we, the exchange agent, the information agent, the dealer managers nor any other person will be under any duty to give such notification or shall incur any liability for failure to give any such notification. Tenders of old notes will not be deemed to have been made until such defects or irregularities have been cured or waived.

## **Mutilated, Lost, Stolen or Destroyed Notes**

Any holder whose old notes have been mutilated, lost, stolen or destroyed will be responsible for obtaining replacement securities or for arranging for indemnification with the trustee of the old notes. Holders may contact the information agent for assistance with such matters.

## **Withdrawal of Tenders**

Tenders of old notes may be withdrawn in writing at any time prior to midnight, New York City time, on May 30, 2007. We refer to this time limit as the withdrawal deadline. Tenders of old notes may not be withdrawn after the withdrawal deadline unless we are required by law to permit withdrawal.

For withdrawal of a tender to be effective, a written or facsimile transmission notice of withdrawal must be received by the exchange agent prior to the withdrawal deadline at one of its addresses set forth on the back cover page of this

prospectus. The withdrawal notice must specify the name of the person who tendered the old notes to be withdrawn; must contain a description of the old notes to be withdrawn, the certificate numbers shown on the particular certificates evidencing such old notes and the aggregate principal amount of old notes subject to such withdrawal; and must be signed by the holder of such old notes in the same manner as the original signature of the letter of transmittal (including any required signature guarantees) or be accompanied by evidence satisfactory to us that the person withdrawing the tender has succeeded to the beneficial ownership of the old notes. In addition, the notice of withdrawal must specify, in the case of old notes tendered by book-entry transfer, the name and number of the

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account at DTC to be credited with the withdrawn notes. The signature on the notice of withdrawal must be guaranteed by an eligible institution unless the old notes have been tendered for the account of an eligible institution.

Withdrawal of tenders of old notes may not be rescinded, and any old notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the exchange offer. Properly withdrawn old notes may, however, be re-tendered by repeating one of the procedures described in Procedures for Tendering prior to the expiration date.

## **Exchange Agent**

D.F. King & Co., Inc. has been appointed the exchange agent for the exchange offer. Letters of transmittal and all correspondence in connection with the exchange offer should be sent or delivered by each holder of old notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at the addresses and telephone numbers set forth on the back cover page of this prospectus. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith.

## **Information Agent**

D.F. King & Co., Inc. has been appointed as the information agent for the exchange offer and will receive customary compensation for its services. Questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the information agent at the address and telephone numbers set forth on the back cover page of this prospectus. Holders of old notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the exchange offer.

## **Dealer Managers**

We have retained Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp. and Ferris, Baker Watts, Incorporated to act as dealer managers in connection with the exchange offer. Any solicitation to be made to a resident of Canada will be made through Merrill Lynch Canada Inc. and BMO Nesbitt Burns Inc., Canadian affiliates of the dealer managers. We will pay a fee to the dealer managers for soliciting acceptances of the exchange offer. Such fee is based on the aggregate principal amount of the old notes exchanged in the exchange offer and will be payable on the date the new notes are issued in the exchange offer. We will also reimburse the dealer managers for their reasonable out-of-pocket expenses. The obligations of the dealer managers to perform such function are subject to certain conditions. We have agreed to indemnify the dealer managers against certain liabilities, including certain liabilities under the federal securities laws of the United States and the provincial securities laws of Canada. Questions regarding the terms of the exchange offer may be directed to the dealer managers at the addresses and telephone numbers set forth on the back cover page of this prospectus.

At any given time, each dealer manager may trade the new notes and other of our securities for its own accounts, or for the accounts of its customers, and accordingly, may hold a long or short position in the new notes or those securities. The dealer managers are not obligated to make a market in the new notes.

The dealer managers, and their affiliates, have provided, from time to time, and may continue to provide, commercial banking, investment banking, financial and other services to us for which we have paid, and intend to pay, customary fees.

## **Other Fees and Expenses**

We will bear the expenses of soliciting tenders of the old notes. The principal solicitation is being made by mail; additional solicitations may, however, be made by telegraph, facsimile transmission, telephone or in person by the dealer managers and the information agent, as well as by our officers and other employees and those of our affiliates.

Tendering holders of old notes will not be required to pay any fee or commission to the dealer managers. If, however, a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution, such holder may be required to pay brokerage fees or commissions.

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**Retail Processing Fee**

We will pay to retail brokers a retail processing fee of \$2.50 per \$1,000 of old notes tendered and accepted for exchange in the exchange offer. As used herein, a retail broker is an entity covered by a letter of transmittal which names the broker as having processed the tender from a holder, and is:

any broker or dealer in securities, which is a member of any national securities exchange or of the National Association of Securities Dealers, Inc., referred to as NASD ;

any foreign broker or dealer not eligible for membership in the NASD which agrees to conform to the NASD's Rules of Fair Practice in soliciting tenders outside the United States to the same extent as though it were an NASD member; or

any bank or trust company.

No fee shall be payable to a retail broker:

unless a properly completed Processing Fee Payment Request Form has been received by the Exchange Agent no later than two business days after the Expiration Date;

to the extent old notes tendered due to processing by that broker are not validly tendered or otherwise are not accepted in the exchange offer;

with respect to the tender of old notes by a holder as to which a retail broker fee has already been paid;

with respect to the tender of old notes by a beneficial holder of \$500,000 or more in principal amount of old notes;

in respect of old notes registered in the name of that retail broker unless the old notes are held by that retail broker as nominee and the old notes are being tendered for the benefit of one or more beneficial owners identified on the letter of transmittal;

if the retail broker is required for any reason to transfer the amount of the fee to a tendering holder other than itself; or

with respect to old notes tendered for that retail broker's own account.

Retail brokers should take care to ensure proper record-keeping to document their entitlement to any processing fee. We and the exchange agent reserve the right to require additional information, as deemed warranted in our sole discretion.

No broker, dealer, bank, trust company or fiduciary shall be deemed to be the agent of us, DTC, any of the dealer managers or the information agent for purposes of the exchange offer.

We will also, upon request, reimburse retail brokers for reasonable and customary handling and mailing expenses incurred by them in forwarding materials relating to the exchange offer to their customers.

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**DESCRIPTION OF THE NEW NOTES**

*As used under this heading Description of the New Notes , the terms Fairfax , Company , we , us and our refer only to Fairfax Financial Holdings Limited, and not its subsidiaries.*

The new notes will bear interest from the date of issuance at the rate of 73/4% per annum, and will mature on June 15, 2017. Interest will be payable semi-annually on June 15 and December 15, commencing December 15, 2007 to the persons in whose names the new notes are registered at the close of business on the preceding June 1 and December 1, respectively. The new notes will be governed by the same indenture, and will have the same covenants, as the old notes.

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and interest on the new notes will be payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The new notes will not be redeemable at the option of the holder prior to maturity and will not be subject to any sinking fund.

The new notes will be issued under an indenture, dated as of December 1, 1993, among us, The Bank of New York, as the successor U.S. trustee and the CIBC Mellon Trust Company, as the successor Canadian trustee. The U.S. trustee and the Canadian trustee are referred to together in this prospectus supplement as the trustees. The following summary of certain provisions of the indenture does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the indenture. Whenever reference is made to particular sections of the indenture or terms that are defined therein, such sections or defined terms are incorporated herein by reference as a part of such summaries, which are qualified in their entirety by such reference. The indenture is subject to the provisions of the *Canada Business Corporations Act* and, consequently, is exempt from certain provisions of the Trust Indenture Act of 1939, as amended, by virtue of Rule 4d-9 thereunder. References to accounting terms in the indenture and in this summary, unless otherwise defined, have the meanings assigned to them in accordance with Canadian GAAP.

The indenture provides that, in addition to the new notes offered hereby, securities of other series may be issued under the indenture without limitation as to aggregate principal amount. The securities of other series may have such terms and provisions not inconsistent with the indenture as we may determine from time to time. The securities of any series issued under the indenture, including the new notes, are referred to as securities .

**General**

The new notes will be direct, unsecured obligations of us and will rank equally and ratably with all of our other unsecured and unsubordinated indebtedness. The new notes will rank among themselves equally and ratably without preference or priority. The indenture permits us from time to time, without notice to or the consent of the holders of any series of securities issued under the indenture, to create and issue further notes of a series ranking *pari passu* with the new notes in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such further notes or except for the first payment of interest following the issue date of such further notes) and so that such further notes shall be consolidated and form a single series with, and shall have the same terms as to status, redemption or otherwise as, the new notes offered under this prospectus.

The new notes will be issued in denominations of \$1,000 and integral multiples thereof.

The provisions of the indenture do not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of new notes protection in the event of a highly leveraged or similar transaction involving us.



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After June 15, 2012, we may redeem the new notes at our option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing on June 15 of the year set forth below:

<b>Year</b>	<b>Percentage</b>
2012	103.875%
2013	102.583%
2014	101.292%
2015 and thereafter	100.000%

In addition, the Company must pay accrued and unpaid interest to the date of redemption on the new notes redeemed.

***Selection and Notice of Redemption***

In the event that we choose to redeem less than all of the new notes, selection of the new notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the new notes are listed; or, if the new notes are not so listed, on a *pro rata* basis, by lot or by such method as the Trustee shall deem fair and appropriate.

No new notes of a principal amount of \$1,000 or less shall be redeemed in part. Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to each holder of new notes to be redeemed at its registered address. If any new note is to be redeemed in part only, the notice of redemption that relates to such new note shall state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original new note. On and after the redemption date, interest will cease to accrue on new notes or portions thereof called for redemption as long as we have deposited with the paying agent funds in satisfaction of the applicable redemption price.

**Certain Covenants**

***Limitation on Liens on Capital Stock of Restricted Subsidiaries.*** The indenture provides that we may not, and may not permit any subsidiary to, create, assume, incur or suffer to exist any lien, other than a purchase money lien, upon any capital stock, whether owned on the date of the indenture or thereafter acquired, of any restricted subsidiary, to secure any obligation (other than the securities) of us, any subsidiary or any other person, without in any such case making effective provision whereby all of the outstanding securities shall be directly secured equally and ratably with such obligation; *provided, however*, that this restriction will not apply to (i) liens on the capital stock of any restricted subsidiary securing obligations outstanding from time to time under any bank credit facility, provided that the principal amount of all such obligations secured by liens on the capital stock of any restricted subsidiary, at the time of each incurrence of any portion of any such obligation, does not exceed 15% of the sum of (A) our consolidated shareholders' equity at the end of our most recently completed fiscal quarter immediately preceding such incurrence for which financial statements are or are required to be available and (B) the aggregate principal amount of all obligations which are outstanding under any bank credit facility immediately after giving effect to such incurrence and which are secured by liens on the capital stock of a restricted subsidiary, and (ii) liens securing obligations from us to

any wholly-owned restricted subsidiary or from any wholly-owned restricted subsidiary to us or any other wholly-owned restricted subsidiary. This provision will not restrict any of our other property or that of our subsidiaries.

The indenture defines **lien** as any mortgage, pledge, hypothecation, lien, encumbrance, charge or security interest of any kind; **obligation** as indebtedness for money borrowed or indebtedness evidenced by a bond, note, debenture or other evidence of indebtedness; **purchase money lien** as (i) any mortgage, pledge, hypothecation, lien, encumbrance, charge or security interest of any kind upon any capital stock of any restricted subsidiary

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acquired after the date of the indenture if such purchase money lien is for the purpose of financing, and does not exceed, the cost to us or any subsidiary of acquiring the capital stock of such restricted subsidiary and such financing is effected concurrently with, or within six months after, the date of such acquisition, and (ii) any extension, renewal or refinancing of any purchase money lien so long as the principal amount of obligations secured thereby shall not exceed the original principal amount of obligations so secured at the time of such extension, renewal or refinancing; restricted subsidiary as any subsidiary that is a licensed insurance company, other than any licensed insurance company that our board of directors, in good faith, determines is not, individually or together with any other licensed insurance company as to which a similar determination has been made, material to the business of the Company and its subsidiaries, considered as a whole; and subsidiary as a corporation or business trust, a majority of the outstanding voting stock of which is owned, directly or indirectly, by us or one or more other subsidiaries, or by us and one or more other subsidiaries. As of the date hereof, each of our licensed insurance company subsidiaries is a restricted subsidiary.

*Waiver of Certain Covenants.* We may omit in any particular instance to comply with any term, provision or condition of the covenants described above if the holders of at least a majority of all securities issued under the indenture and then outstanding waive compliance in such instance with such term, provision or condition.

*Amalgamation, Consolidation, Merger, Conveyance, Transfer or Lease.* The indenture provides that we may not amalgamate or consolidate with or merge into any other corporation or convey, transfer or lease our properties and assets substantially as an entirety to any other person, unless, (i) the corporation formed by such consolidation or amalgamation or into which we are merged or the person which shall have acquired or leased such properties or assets shall be a corporation, partnership or trust organized and validly existing under the laws of Canada or any province thereof or the United States, any state thereof or the District of Columbia and shall expressly assume our obligation for the due and punctual payment of the principal of (and premium, if any, on) and interest on all the outstanding securities issued under the indenture and the performance and observance of every covenant of the indenture on our part to be performed or observed, (ii) immediately after giving effect to such transaction, no event of default or event that after notice or passage of time or both would be an event of default shall have occurred and be continuing and (iii) certain other conditions are met.

## **Events of Default**

The following constitute events of default with respect to the new notes under the indenture: (a) a default for 30 days in the payment of any interest on any new note; (b) a default in the payment of the principal of any new note when due; (c) a default in the performance, or breach, of any other covenant or warranty in the indenture (other than a covenant or warranty included in the indenture solely for the benefit of one or more series of securities other than the new notes) which default or breach continues for a period of 60 days after notice; (d) a default in the payment, at the stated maturity, of any indebtedness for money borrowed by us in excess of \$10,000,000, or the acceleration of indebtedness for money borrowed by us in excess of \$10,000,000, if such indebtedness has not been discharged, or such acceleration has not been rescinded or annulled, within 10 days after written notice has been given by either trustee, or the holders of at least 25% in principal amount of the outstanding securities, as provided in the indenture; and (e) certain events of bankruptcy, insolvency or reorganization.

If an event of default relating to a default in payment of principal of (or premium, if any, on) or interest on any series of securities issued under the indenture, or to a default in the performance, or breach, of any other covenant or warranty of us applicable to the securities of such series but not applicable to all outstanding securities issued under the indenture, or to a default in the payment, at stated maturity, of, or to the acceleration of, any indebtedness for money borrowed shall have occurred and be continuing, either trustee or the holders of not less than 25% in principal amount of securities of that series then outstanding may then declare the principal of all securities of that series to be due and payable immediately. If an event of default relating to a default in the performance, or breach, of any other



covenant or warranty in the indenture applicable to all securities issued thereunder and then outstanding shall have occurred and be continuing, either trustee or the holders of not less than 25% in principal amount of all securities issued under the indenture and then outstanding (treated as one class) may declare the principal amount of all the securities then outstanding to be due and payable immediately. If an event of default described in clause (e) above shall occur, other than with respect to one of our subsidiaries, the principal amount of all the securities will automatically, and without any action by either trustee or any holder, become immediately due and payable. In each

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case, the holders of a majority in principal amount of the outstanding securities of that series or all series, as the case may be, may under certain circumstances rescind and annul such declaration by written notice to us and the trustees. In the event of a declaration of acceleration because an event of default specified in clause (d) above has occurred and is continuing, such declaration of acceleration shall be automatically annulled if the indebtedness which is the subject of such event of default has been discharged or the holders thereof have rescinded their declaration of acceleration in respect of such indebtedness, and written notice of such discharge or rescission is given to either trustee by us and countersigned by the holders of such indebtedness or their representative, within 30 days after such declaration of acceleration in respect of the new notes, and no other event of default has occurred during such 30-day period which has not been cured or waived during such period.

The holders of not less than a majority in principal amount of the outstanding securities of the applicable series, in the case of an event of default applicable to such series but not to all outstanding securities, or a majority in principal amount of the outstanding securities of all series, in the case of an event of default applicable to all outstanding securities, may waive any past default and its consequences, except a default in respect of the payment of the principal of (or premium, if any, on) or interest on any security or in respect of a covenant or provision of the indenture which cannot be modified or amended without the consent of the holder of each outstanding security affected thereby.

The indenture provides that the trustees shall be under no obligation to exercise any of the rights or powers vested in them by the indenture at the request or direction of holders of securities unless such holders shall have offered to the trustees reasonable funding, security and indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. Subject to such provisions for the indemnification of the trustees, the holders of not less than a majority in principal amount of the securities of any series (with respect to any remedy, trust or power relating to any default in payment of principal (or premium, if any, on) or interest on the securities of such series or any default in the performance or breach of any other covenant or warranty of us applicable to the securities of such series but not applicable to all outstanding securities issued under the indenture) or the holders of not less than a majority in principal amount of all securities issued under the indenture and then outstanding (treated as one class) (with respect to any other remedy, trust or power) shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustees, or exercising any trust or power conferred on the trustees, with respect to such securities.

## **Discharge, Defeasance and Covenant Defeasance**

We may discharge certain obligations to holders of new notes which have not already been delivered to the trustees for cancellation and which have either become due and payable or are by their terms due and payable within one year by irrevocably depositing with one of the trustees trust funds in an amount sufficient to pay at maturity the principal of and interest on the new notes.

We may, at our option, and at any time, elect to have our obligations discharged with respect to all outstanding notes. This is referred to as *defeasance*. Such defeasance means that we shall be deemed to have paid and discharged the entire indebtedness represented by the outstanding notes and to have satisfied our other obligations with respect to the new notes under the indenture, except for (i) the rights of the holders of outstanding new notes to receive, solely from the trust fund described below, payments in respect of the principal of and interest on such new notes when such payments are due, (ii) our obligations with respect to the new notes relating to the issuance of temporary new notes, the registration, transfer and exchange of new notes, the replacement of mutilated, destroyed, lost or stolen new notes, the maintenance of an office or agency in The City of New York, the holding of money for security payments in trust and statements as to compliance with the indenture, (iii) our obligations in connection with the rights, powers, trusts, duties and immunities of the trustees and (iv) the defeasance provisions of the indenture. In addition, we may, at our option and at any time, elect to be released from our obligations with respect to certain of our covenants under the indenture (including those described under *Limitation on Liens on Capital Stock of Restricted Subsidiaries*), referred

to as covenant defeasance , and any omission to comply with such obligations shall not constitute a default or an event of default with respect to the new notes.

In order to exercise either defeasance or covenant defeasance with respect to the new notes, (i) we must irrevocably deposit with one of the trustees, in trust, for the benefit of the holders of the new notes, cash in U.S.

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dollars, certain United States government obligations, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of and interest on the outstanding new notes on the stated maturity of such principal or installment of interest; (ii) in the case of defeasance, we shall have delivered to the trustees an opinion of counsel in the United States stating that (x) we have received from, or there has been published by, the Internal Revenue Service a ruling or (y) since the date of this prospectus supplement, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the holders of the outstanding new notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred; (iii) in the case of covenant defeasance, we shall have delivered to the trustees an opinion of counsel in the United States to the effect that the holders of the outstanding new notes will not recognize income, gain or loss for United States federal income tax purposes as a result of such covenant defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; (iv) in the case of defeasance or covenant defeasance, we shall have delivered to the trustees an opinion of counsel in Canada to the effect that holders of the outstanding new notes will not recognize income, gain or loss for Canadian federal or provincial income tax or other tax purposes as a result of such defeasance or covenant defeasance, as applicable, and will be subject to Canadian federal or provincial income tax and other tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance, as applicable, had not occurred (which condition may not be waived by any holder of new notes or the trustees); and (v) we must comply with certain other conditions.

## **Modification**

The indenture provides that we and the trustees may enter into supplemental indentures without the consent of the holders of the new notes or the holders of the securities of any other series to: (a) evidence the succession of another person to us and the obligations assumed by such successor under the indenture; (b) add to our covenants for the benefit of the holders of the securities of any series or surrender any right or power conferred upon us by the indenture; (c) add events of default for the benefit of the holders of the securities of any series; (d) add to or change any provisions of the indenture to facilitate the issuance of securities of any series in bearer form; (e) change or eliminate any provisions of the indenture, provided that any such change or elimination shall become effective only when there is no security issued under the indenture then outstanding of any series created prior thereto which is entitled to the benefit of such provision; (f) secure any series of securities; (g) establish the form and terms of any series of securities; (h) evidence the acceptance of appointment by a successor trustee under the indenture and provide for or facilitate the administration of one or more trusts under the indenture by one or more trustees; (i) close the indenture with respect to the authentication and delivery of additional series of securities or cure any ambiguity, correct or supplement any inconsistency or make any other provision with respect to matters or questions arising under the indenture, provided that such action does not adversely affect the interests of the holders of securities of any series in any material respect and (j) supplement any of the provisions of the indenture to the extent necessary to permit or facilitate the defeasance or discharge of any series of securities, provided such action does not adversely affect the interests of the holders of securities of any series in any material respect.

The indenture also contains provisions permitting us and the trustees, with the consent of the holders of not less than a majority in principal amount of all securities issued under the indenture then outstanding and affected (treated as one class), to add any provisions to, change in any manner or eliminate any of the provisions of, the indenture or modify in any manner the rights of the holders of securities under the indenture; provided that we and the trustees may not, without the consent of the holder of each outstanding security affected thereby, among other things: (a) change the stated maturity of the principal of or any installment of interest on any security, (b) reduce the principal amount of or the rate of interest on, or premium payable upon the redemption of, any such security, (c) reduce the amount of the

principal of an original issue discount security that would be due and payable upon a declaration of acceleration of the maturity thereof, (d) adversely affect any right of repayment at the option of the holder of any security, (e) change the place or currency of payment of principal of, or any premium or interest on, any such security, (f) impair the right to institute suit for the enforcement of any such payment on any security when due, (g) reduce the percentage in principal amount of securities of any series whose consent is necessary to modify

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or amend the indenture or to waive compliance with certain provisions of the indenture or certain defaults and their consequences or (h) modify the foregoing requirements.

**Book-Entry; Delivery and Form**

The following description of the operations of DTC is provided solely as a matter of convenience. These operations and procedures are solely within the control of DTC and are subject to changes by it. We take no responsibility for these operations and procedures and urge you to contact DTC or its participants directly to discuss these matters.

The new notes will be issued in fully registered form without interest coupons. The new notes will be represented by one or more global notes and will be deposited with the trustee as custodian for DTC and registered in the name of Cede & Co., as a nominee of DTC. Unless and until it is exchanged in whole for new notes in definitive registered form, a global note may not be transferred, in whole or in part, except to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or by such nominee to a successor depository or nominee of such depository.

Upon the issuance of the global notes, DTC will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by such global notes to the accounts of persons who have accounts with such depository. Ownership of beneficial interests in a global note will be limited to persons who have accounts with DTC, referred to as participants, or persons who hold interests through participants. Ownership of beneficial interests in the global notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants).

So long as DTC, or its nominee, is the registered owner or holder of a global note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the new notes represented by such global note for all purposes under the indenture and the new notes. Except as provided below, owners of beneficial interests in the global notes:

- will not be entitled to have certificates registered in their names;
- will not receive or be entitled to physical delivery of certificates in definitive form; and
- will not be considered holders of the global notes.

Payments of the principal of, and interest on, the global notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. Neither we, the trustee nor any paying agent will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a global note or for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants and other banks, your ability to pledge your interest in the new notes represented by global notes to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate.

It is DTC's current practice that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a global note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such global note as shown on the records of DTC or its nominee. Payments by participants and indirect participants to the owners of beneficial interests in such global note held through such

participants will be governed by standing instructions and customary practices and will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds. Transfers between participants in Euroclear will be effected in the ordinary way in accordance with its rules and operating procedures. DTC has advised us that it will take any action permitted to be taken by a holder of new notes (including the presentation of new notes for exchange as described below) only at the

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direction of one or more participants to whose account the DTC interests in the global notes is credited and only in respect of such portion of the aggregate principal amount of new notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the new notes, DTC will exchange the global notes for new notes in definitive registered form, referred to as "certificated notes", which it will distribute to its participants.

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, and a clearing agency registered pursuant to Section 17A of the Exchange Act, as amended. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Certain participants or their representatives, together with other entities, own DTC. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through, or maintain a custodial relationship with, a participant, either directly or indirectly, referred to as "indirect participants".

Although DTC and Euroclear are expected to follow the foregoing procedures in order to facilitate transfers of interest in the global note among participants of DTC and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of us, the trustees nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or the participants or indirect participants of their respective obligations under the rules and procedures governing their respective operations, including maintaining, supervising or reviewing the records relating to, or payments made on account of, beneficial ownership interests in global notes.

## **Certificated Securities**

Subject to certain conditions, any person having a beneficial interest in a global note may, upon request to us or the trustee, exchange such beneficial interest for new notes in the form of certificated notes. Upon any such issuance, the trustee is required to register such new notes in the name of, and cause the same to be delivered to, such person or persons (or the nominee of any thereof).

In addition if:

- (1) DTC or any depository notifies us in writing that it is no longer willing or able to act as a depository and we are unable to locate a qualified successor within 90 days; or
- (2) we, at our option, notify the trustee in writing that we elect to cause the issuance of new notes in the form of certificated notes under the indenture, then, upon surrender by the registered owner or holder of a global note of its global note, replacement notes in such form will be issued to each person that such global note holder and the depository identify as the beneficial owner of the related new notes.

Neither we nor the trustee will be liable for any delay by the related global note holder or the depository in identifying the beneficial owners of the related new notes, and we and the trustee may conclusively rely on, and will be protected in relying on, instructions from such global note holder or of the depository for all purposes (including with respect to the registration and delivery, and the respective principal amounts, of the new issuance of notes).

## **Enforceability of Judgments**



Since some of our assets are outside the United States, any judgment obtained in the United States against us, including any judgment with respect to the payment of principal or interest on the new notes may not be collectible within the United States.

We have been informed by our Canadian counsel, Torys LLP, that the laws of the Province of Ontario and the federal laws of Canada applicable therein permit an action to be brought in a court of competent jurisdiction in that province on any final and conclusive judgment in personam of any federal or state court located in the Borough of Manhattan, The City of New York, State of New York (a New York Court ) that is not impeachable as void or voidable under the internal laws of the State of New York for a sum certain if: (i) the court rendering such judgment

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had jurisdiction over the judgment debtor, as recognized by the courts of Ontario (and submission by us in the indenture to the jurisdiction of the New York Court will be sufficient for this purpose); (ii) such judgment was not obtained by fraud or in a manner contrary to natural justice or other rule of law, whether equitable, legal or statutory, and the enforcement thereof would not be inconsistent with public policy, as such term is understood under the laws of Ontario and the federal laws of Canada applicable therein or contrary to any order made by the Attorney General of Canada under the *Foreign Extraterritorial Measures Act* (Canada) or by the Competition Tribunal under the *Competition Act* (Canada); (iii) the enforcement of such judgment does not constitute, directly or indirectly, the enforcement of foreign revenue, expropriatory or penal laws; (iv) no new admissible evidence relevant to the action is discovered prior to the rendering of judgment by a Canadian court; and (v) the action to enforce such judgment is commenced within the applicable limitation period; except that a court in the Province of Ontario may only give judgment in Canadian dollars. In the opinion of such counsel, there are currently no reasons under the law of Ontario for avoiding recognition of said judgments of New York Courts under the indenture or on the new notes based upon public policy. We have been advised by such counsel that there is doubt as to the enforceability in Canada by a court in original actions, or in actions to enforce judgments of United States courts, of liabilities predicated solely upon United States federal securities laws.

**Consent to Jurisdiction**

The indenture provides that we will irrevocably appoint CT Corporation System, 111 Eighth Avenue, New York, New York 10011 as our authorized agent for service of process in any legal action or proceeding arising out of or relating to the indenture or the new notes for actions brought under federal or state securities laws or for actions brought by either trustee in any New York Court, and will irrevocably submit to the jurisdiction of the New York Courts for such purposes.

**Governing Law**

The indenture and the new notes will be governed by and construed in accordance with the laws of the State of New York.

**DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS****Notes**

As of March 31, 2007, we had outstanding six series of senior notes, including the old notes. Our holding company notes totalled approximately \$1.0 billion aggregate principal amount as of March 31, 2007 and had the following aggregate principal amounts and maturities:

<b>Series</b>	<b>Principal Amount Outstanding (dollars in millions)</b>
Senior notes at 6.875% due April 15, 2008	\$ 62.2
Old notes	464.2
Senior notes at 8.25% due October 1, 2015	100.0
Senior notes at 7.375% due April 15, 2018	171.2
Senior notes at 8.30% due April 15, 2026	91.8
Senior notes at 7.75% due July 15, 2037	91.3

**Convertible Debentures**

On July 14, 2003 and July 23, 2003, we issued \$200.0 million aggregate principal amount of 5% convertible senior debentures, due July 15, 2023. Each \$1,000 principal amount of debentures is convertible under certain circumstances into 4.7057 subordinate voting shares (\$212.51 per share) of the Company. Prior to July 15, 2008, we may redeem the convertible debentures, effectively forcing conversion, if the share price exceeds \$293.12 for

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20 trading days in any 30-day trading period. We may redeem the convertible debentures at any time commencing July 15, 2008, and the convertible debenture holders can put their convertible debentures to us for repayment on July 15, 2008, 2013 and 2018. We have the option to repay the debentures in cash, subordinate voting shares or a combination thereof.

**EARNINGS COVERAGE RATIOS**

The following consolidated financial ratios are calculated for the twelve-month periods ended March 31, 2007 and December 31, 2006. The As Adjusted ratio for the twelve months ended March 31, 2007 gives effect as of April 1, 2006 to:

the issuance on May 7, 2007 by Crum & Forster of \$330.0 million aggregate principal amount of 7.75% notes due 2017 and the application of the net proceeds from that offering to the repurchase of \$295.7 million of Crum & Forster's 10.375% unsecured senior notes due 2013;

the repurchases on April 27, 2007 and May 4, 2007 of \$27.0 million aggregate principal amount of our 7.375% senior notes due 2018;

the repurchases on April 27, 2007 and April 30, 2007 of \$9.1 million aggregate principal amount of our 8.25% senior notes due 2015;

the conversion on May 1, 2007, by the senior debenture holders, of \$22.5 million aggregate principal amount of OdysseyRe's 4.375% senior debentures due 2022; and

this exchange offer assuming that holders of 50% of the aggregate principal amount of outstanding old notes participate in the exchange offer and that all of such holders tender their old notes prior to the early participation date.

The As Adjusted ratio for the twelve months ended December 31, 2006 gives effect as of January 1, 2006 to:

the issuance on May 7, 2007 by Crum & Forster of \$330.0 million aggregate principal amount of 7.75% notes due 2017 and the application of the net proceeds from that offering to the repurchase of \$295.7 million of Crum & Forster's 10.375% unsecured senior notes due 2013;

the repurchases on April 27, 2007 and May 4, 2007 of \$27.0 million aggregate principal amount of our 7.375% senior notes due 2018;

the repurchases on April 27, 2007 and April 30, 2007 of \$9.1 million aggregate principal amount of our 8.25% senior notes due 2015;

the conversion on May 1, 2007, by the senior debenture holders, of \$22.5 million aggregate principal amount of OdysseyRe's 4.375% senior debentures due 2022;

the repayment on February 7, 2007, of \$45.7 million aggregate principal amount of our 2.5% secured debt due 2007;

the repurchase, on March 15, 2007 and March 16, 2007, of \$13.0 million aggregate principal amount of our 7.375% senior notes due 2018; and

this exchange offer assuming that holders of 50% of the aggregate principal amount of outstanding old notes participate in the exchange offer and that all of such holders tender their old notes prior to the early participation date.

Except as described above, the following table does not reflect the interest cost of our debt and the debt of our subsidiaries issued during the periods as if it was issued at the beginning of the periods.

	<b>Twelve Months Ended</b>			
	<b>March 31, 2007</b>		<b>December 31, 2006</b>	
	<b>As</b>		<b>As</b>	
	<b>Actual</b>	<b>Adjusted</b>	<b>Actual</b>	<b>Adjusted</b>
Earnings coverage(1)	4.5x	4.6x	5.2x	5.4x

(1) Earnings coverage is equal to net income before interest expense, non-controlling interests and income taxes divided by interest expense.

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Our interest expense amounted to approximately \$207.1 million and \$210.4 million for the twelve-month periods ended March 31, 2007 and December 31, 2006, respectively. Our earnings before interest expense and income taxes for the twelve-month periods ended March 31, 2007 and December 31, 2006 were approximately \$934.7 million and \$1,089.0 million, respectively, which is 4.5 times and 5.2 times our interest expense for those periods. The actual ratios have been calculated excluding the carrying charges for the convertible senior debentures due 2023 reflected in equity. The earnings coverage ratios would not have changed materially had these securities been accounted for as debt

After giving effect to the adjustments as described above as of the beginning of the period, our interest expense would have amounted to approximately \$202.8 million and \$199.9 million for the twelve-month periods ended March 31, 2007 and December 31, 2006, respectively.

After giving effect to the adjustments as described above as of the beginning of the periods, our earnings before interest expense and income taxes for the twelve-month periods ended March 31, 2007 and December 31, 2006 would have been approximately \$934.9 million and \$1,089.2 million, respectively, which would have been 4.6 times and 5.4 times our interest expense for those periods.

## **CERTAIN INCOME TAX CONSIDERATIONS**

### **Certain United States Federal Income Tax Considerations**

The following discussion summarizes the material U.S. federal income tax consequences of the exchange offer and the ownership of the new notes acquired in the exchange offer that may be relevant to you if you are a U.S. Holder (as defined below). This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations promulgated under the Code, and administrative rulings and judicial decisions as of the date hereof. These authorities may be changed, perhaps retroactively, resulting in U.S. federal income tax consequences different from those discussed below.

We have not sought any ruling from the Internal Revenue Service, or the IRS, or an opinion of counsel with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. Accordingly, we urge you to consult with your tax advisor regarding any comments or conclusions contained herein.

This summary assumes that the old notes and the new notes are or will be held as capital assets within the meaning of Section 1221 of the Code. This summary also does not address the tax considerations arising under the laws of any foreign, state or local jurisdiction. In addition, this summary does not address all tax considerations that may be applicable to your particular circumstances or to you if you are a U.S. Holder that may be subject to special tax rules, including, without limitation:

U.S. Holders subject to the alternative minimum tax;

banks, insurance companies, or other financial institutions;

tax exempt organizations;

dealers in securities or commodities;

traders in securities that elect to use a mark to market method of accounting for their securities holdings;

U.S. Holders whose functional currency is not the U.S. dollar;

persons holding the old notes or the new notes as a position in a hedging transaction, straddle, conversion transaction or other risk reduction transaction; or

persons deemed to sell the old notes or the new notes under the constructive sale provisions of the Code.

For purposes of this discussion, you are a U.S. Holder if you are a holder of the old notes that is:

an individual citizen or resident of the United States for U.S. federal income tax purposes;

a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States or of any political subdivision of the United States;

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an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

a trust, if its administration is subject to the primary supervision of a U.S. court and one or more U.S. persons have the authority to control all substantial decisions of the trust, or if it has made a valid election under applicable Treasury regulations to be treated as a U.S. person.

If a partnership holds the old notes or the new notes, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding the old notes or the new notes, you should consult your tax advisor regarding the tax consequences of the exchange offer and the ownership of new notes.

THIS SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO YOUR PARTICULAR SITUATION AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX RULES OR UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

**The Exchange Offer**

Under U.S. federal income tax law, the exchange of old debt instruments for new debt instruments results in an exchange on which taxable gain or loss is realized if the exchange constitutes a significant modification of the terms of the old debt instruments. The modification of a debt instrument is a significant modification if, based on all the facts and circumstances and taking into account all modifications of the debt instrument, the legal rights and obligations under the debt instrument are altered in a manner that is economically significant. Under applicable Treasury regulations, the exchange of the old notes for the new notes pursuant to the exchange offer will constitute a significant modification of the terms of the old notes. The precise tax treatment will depend on whether the exchange qualifies as a recapitalization under the Code. Even if the exchange qualifies as a recapitalization, you generally will recognize any gain on the exchange to the extent of cash received, although you will not recognize a loss. If the exchange does not qualify as a recapitalization, you generally will recognize gain or loss.

***Recapitalization***

Generally, an exchange of old debt instruments for new debt instruments will qualify as a recapitalization only if both the old debt instruments and the new debt instruments constitute securities for U.S. federal income tax purposes. The term security is not defined in the Code or the Treasury regulations and has not been clearly defined by judicial decisions. The test as to whether a debt instrument is a security involves an overall evaluation of the nature of the debt instrument, the extent of the investor's proprietary interest in the issuer compared with the similarity of the debt instrument to a right to receive a cash payment and certain other considerations. One of the most significant factors considered in determining whether a particular debt instrument is a security is its original term. In general, debt instruments with an initial term of less than five years are not likely to (but may in certain circumstances) be considered securities. The old notes and the new notes may qualify as securities, and thus the exchange of the old notes for the new notes may qualify as a recapitalization. You should consult your tax advisor as to whether your old notes and new notes received in the exchange offer constitute securities and whether the exchange of old notes for new notes qualifies as a recapitalization.

If the exchange of old notes for new notes pursuant to the exchange offer qualifies as a recapitalization, generally you will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount of gain realized, which is the



excess of the issue price of the new notes (discussed below) and the early participation payment, if applicable (but excluding accrued and unpaid interest, discussed below) over your adjusted tax basis in the old notes exchanged or (ii) the early participation payment, if applicable (but excluding accrued and unpaid interest, discussed below). Subject to the discussion under Market Discount, below, such gain generally will be capital gain, and will be long-term capital gain if your holding period for the old notes is more than one year at the time of the exchange. If you are a non-corporate U.S. Holder, including an individual, your long-term capital gain is generally subject to a maximum tax rate of 15%. Such gain generally will be treated as U.S. source gain for U.S. foreign tax credit limitation purposes.

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Your holding period for the new notes received will include your holding period for the old notes exchanged. Your initial tax basis in the new notes will equal the adjusted tax basis of the old notes immediately prior to the exchange, decreased by the early participation payment, if applicable (but excluding accrued and unpaid interest, discussed below) and increased by the amount of gain, if any, that you recognize in respect of the exchange.

### ***Non-Recapitalization***

If the exchange of old notes for new notes pursuant to the exchange offer is not treated as a recapitalization, you will recognize gain or loss equal to the difference, if any, between the amount realized on the exchange and your adjusted tax basis in the old notes. The amount realized will be the early participation payment, if applicable (but excluding accrued and unpaid interest, discussed below) and the issue price of the new notes (discussed below). Subject to the discussion under **Market Discount**, below, any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if your holding period for the old notes is more than one year at the time of the exchange. If you are a non-corporate U.S. Holder, including an individual, your long-term capital gain is generally subject to a maximum tax rate of 15%. The deductibility of capital losses is subject to limitations. Any gain or loss recognized on the exchange generally will be treated as U.S. source gain or loss for U.S. foreign tax credit limitation purposes.

Your holding period for the new notes will not include your holding period for the old notes exchanged and will begin on the day after the exchange. Your initial tax basis in the new notes will be the issue price of the new notes on the date of the exchange.

### ***Accrued and Unpaid Interest***

Any amounts that you receive that are attributable to accrued and unpaid interest on the old notes will be treated as ordinary income for U.S. federal income tax purposes to the extent not previously included in income. Such interest will be treated as foreign source income for U.S. foreign tax credit limitation purposes, and as passive category income.

### ***Market Discount***

If you hold old notes acquired at a market discount, you generally will be required to treat a portion of any gain that you recognize on the exchange of such old notes for new notes and cash as ordinary income to the extent attributable to any accrued market discount that has not previously been included in income. If the exchange of old notes for new notes qualifies as a recapitalization, any remaining market discount will carry over to the new notes. Such market discount should be treated as foreign source income for U.S. foreign tax credit limitation purposes, and as passive category income.

### ***Issue Price of the New Notes***

Debt instruments are considered to be publicly traded if they are traded on an established market during the 60-day period ending 30 days after the date they are issued, which in the case of an exchange is the date of the exchange. A debt instrument generally is considered to be traded on an established market if it is listed on a major securities exchange, appears on a quotation medium of general circulation or otherwise is readily quotable by dealers, brokers or traders (and certain safe harbors do not apply). If the new notes are publicly traded, the issue price of the new notes will equal the fair market value of the new notes at the time of the exchange. If the new notes are not publicly traded but the old notes are publicly traded, the issue price of the new notes generally will equal the fair market value of the old notes at the time of the exchange. If neither the old notes nor the new notes are publicly traded, the issue price of the new notes will equal the stated principal amount of the new notes.

We expect that the new notes will be considered to be publicly traded under the rules described above. These rules are complex, however, and you should consult your tax advisor regarding the determination of the issue price of the new notes.

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### **Ownership of the New Notes**

For purposes of this discussion, it is assumed that the new notes will not be issued with more than *de minimis* original issue discount.

*Stated Interest.* Stated interest on the new notes generally will be taxable to you as ordinary income at the time that it is paid or accrued in accordance with your method of accounting for U.S. federal income tax purposes. Such interest will be treated as foreign source income for U.S. foreign tax credit limitation purposes, and as passive category income.

*Bond Premium.* If immediately after the exchange you have an adjusted tax basis in the new notes in excess of the stated principal amount of the new notes, the new notes will be treated as issued with bond premium. Generally, you may elect to amortize such bond premium as an offset to stated interest income in respect of the new note, using a constant yield method prescribed under applicable Treasury regulations, over the remaining term of the note. If you elect to amortize bond premium you must reduce your basis in the new note by the amount of the premium used to offset stated interest. Your election to amortize bond premium as an offset to stated interest accordingly should offset your foreign source interest income. You should consult your tax advisor regarding the availability of an election to amortize bond premium for U.S. federal income tax purposes.

*Sale, Exchange, or Other Disposition of the New Notes.* Upon the sale, exchange, or other disposition of a new note, you will recognize gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other disposition (excluding accrued but unpaid stated interest, which generally will be taxable as interest to the extent not previously included in income) and your adjusted tax basis in the new notes. Your adjusted tax basis in a new note will equal your initial tax basis in the new notes, decreased (but not below zero) by all payments received in respect of the new note other than payments of stated interest and decreased by any amortized bond premium. Subject to the discussion under **Market Discount**, below, such gain or loss will be capital gain or loss, and will be long-term capital gain or loss if your holding period for the old notes is more than one year at the time of the exchange. If you are a non-corporate U.S. Holder, including an individual, your long-term capital gain is generally subject to a maximum tax rate of 15%. The deductibility of capital losses is subject to limitations. Any gain or loss recognized on the sale, exchange, or other disposition generally will be treated as U.S. source gain or loss for U.S. foreign tax credit limitation purposes.

*Market Discount.* If your initial basis in a new note is less than its principal amount, the amount of such difference is treated as **market discount** for U.S. federal income tax purposes, unless such difference is no more than a *de minimis* amount. Additionally, as described above in **The Exchange Offer** **Market Discount**, if the exchange of old notes for new notes qualifies as a recapitalization, any market discount that a U.S. Holder had in the old notes that has not previously been included in income or was not included in income to the extent of the cash received in the exchange will carry over to the new notes. Principal payments and gain received on the disposition of a new note will be treated as ordinary income to the extent accrued market discount, if any, has not been previously included in income. Alternatively, a U.S. Holder may elect to include market discount in income currently.

In general, the amount of market discount that has accrued is determined on a ratable basis. A U.S. Holder may, however, elect to determine the amount of accrued market discount on a constant yield-to-maturity basis. This election is made on a note-by-note basis and is irrevocable.

*Information Reporting and Backup Withholding.* If you are a non-corporate U.S. Holder, information reporting requirements on IRS Form 1099 generally will apply to payments of principal and interest on your new notes within the United States and the payment of proceeds from the sale of your new notes at a U.S. office of a broker. Additionally, backup withholding, currently at a rate of 28%, may apply to such payments if you are a non-corporate

U.S. Holder that fails to provide an accurate taxpayer identification number, is notified by the IRS that you have failed to report all interest and dividends required to be shown on your U.S. federal income tax returns, or fails to comply with certain certification requirements.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against your U.S. federal income tax provided the required information is furnished to the IRS in a timely manner.

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### **Certain Canadian Federal Income Tax Considerations**

In the opinion of Torys LLP, the following summary accurately describes the principal Canadian federal income tax considerations under the Income Tax Act (Canada) (the Canadian Tax Act ) generally applicable to a holder of old notes who disposes of old notes in exchange for new notes pursuant to the exchange offer (old and new notes collectively referred to as notes ) and who, at all relevant times for purposes of the Canadian Tax Act, holds the notes as capital property, deals with the Company at arm's length and is not affiliated with the Company. A note will generally be considered to be capital property of a holder provided that holder does not use or hold and is not deemed to use or hold the notes in carrying on business or an adventure in the nature of trade (a Holder ).

The summary is based on the current provisions of the Canadian Tax Act, the regulations thereunder and an understanding of the current administrative practices and policies published by the Canada Revenue Agency and takes into account all specific proposals to amend the Canadian Tax Act and regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof. This summary does not take into account or anticipate any other changes in law or administrative practices, whether by judicial, governmental or legislative action or decisions, nor does it take into account provincial, territorial or foreign income tax legislation or considerations.

**This summary is of a general nature only and is not intended to be, and should not be construed to be, legal or tax advice to any particular Holder. Holders should consult their own tax advisors as to the tax consequences in their particular circumstances.**

### **Residents of Canada**

The following portion of the summary applies only to a Holder who, at all relevant times, is resident or deemed to be resident in Canada for purposes of the Canadian Tax Act (a Resident Holder ).

### ***Foreign Currency***

For purposes of the Canadian Tax Act, all amounts relevant in computing a Resident Holder's liability under the Canadian Tax Act must be computed in Canadian currency. Any amount denominated in U.S. dollars (including adjusted cost base, proceeds of disposition and payments of interest) must be converted into Canadian dollars based on the Canada/U.S. currency exchange rate prevailing at the time the particular amount arises.

### ***Disposition of Old Notes Pursuant to Exchange Offer***

A Resident Holder who disposes of old notes pursuant to the exchange offer will be considered to have disposed of such old notes for proceeds of disposition equal to the consideration received on the disposition. The Resident Holder will realize a capital gain (capital loss) on the disposition of the old notes equal to the amount by which the Resident Holder's proceeds of disposition, net of any reasonable costs of disposition, are greater than (less than) the adjusted cost base to the Resident Holder of the old notes sold pursuant to the exchange offer. Upon the disposition, any interest paid to a Resident Holder, interest which has accrued on the old notes to the date of disposition and which would otherwise be payable after that date or amounts deemed under the Canadian Tax Act to be interest, will be excluded from the Resident Holder's proceeds of disposition of the old notes and must be included in computing the income of the Resident Holder except to the extent it was included in the income of the Resident Holder for a previous year. The early participation payment payable for the old notes pursuant to the exchange offer will be deemed to be interest only if it can reasonably be considered to relate to amounts that would have been paid on the old notes as interest had the old notes not been exchanged by the Company. The Company is of the view that the early participation payment does not relate to such amounts.

Under the Canadian Tax Act, one-half of any capital gain (capital loss) realized by a Resident Holder is a taxable capital gain (an allowable capital loss). Taxable capital gains must be included in computing the income of a Resident Holder. Allowable capital losses may be deducted only against taxable capital gains subject to and in accordance with the provisions of the Canadian Tax Act. In certain circumstances, such as where a Resident Holder acquires other notes (the Substituted Notes ) during the period that begins 30 days before and ends 30 days after the disposition and at the end of that period owns such Substituted Notes, the Resident Holder's loss from the

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disposition is deemed to be nil. In certain circumstances, such a loss may be recognized at the time the Substituted Notes are disposed of, or may be added to the adjusted cost base of the Substituted Notes.

Capital gains realized by an individual or by most trusts may give rise to alternative minimum tax under the Canadian Tax Act. Canadian-controlled private corporations may be subject to an additional refundable tax of 62/3% on taxable capital gains realized on the disposition of notes.

### ***Taxation of New Notes***

*Interest.* A Resident Holder that is a corporation, partnership, unit trust or trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on a new note that accrues or is deemed to accrue to the Resident Holder to the end of that taxation year or becomes receivable or is received by the Resident Holder before the end of that taxation year, except to the extent that such interest was otherwise included in the Resident Holder's income for a preceding taxation year.

Any other Resident Holder, including an individual or a trust of which neither a corporation or a partnership is a beneficiary, will be required to include in income for a taxation year any interest on a new note received or receivable by such Resident Holder in that year (depending upon the method regularly followed by the Resident Holder in computing income), except to the extent that the interest was included in the Resident Holder's income for a preceding taxation year.

Any premium paid by the Company to a Resident Holder because of the redemption by it of a new note before maturity thereof will generally be deemed to be interest received at that time by the Resident Holder to the extent that such premium can reasonably be considered to relate to, and does not exceed the value at the time of the redemption of, the interest that would have been paid or payable by the Company on the new note for a taxation year ending after the redemption.

*Disposition.* The tax consequences of a disposition of the new notes will generally be similar to those described under Certain Canadian Federal Income Tax Considerations Residents of Canada *Disposition of Old Notes Pursuant to Exchange Offer*.

### **Non-Residents of Canada**

The following portion of the summary is generally applicable to a Holder who, at all relevant times, for the purposes of the Canadian Tax Act and any applicable income tax treaty or convention, is neither resident nor deemed to be resident in Canada and who does not use or hold, and is not deemed by the Canadian Tax Act to use or hold, such Holder's Notes in connection with carrying on a business in Canada (a Non-Resident Holder). This summary does not apply to a Holder that is an insurer that carries on an insurance business in Canada and elsewhere.

### ***Disposition of Old Notes Pursuant to Exchange Offer***

Amounts paid to a Non-Resident Holder of old notes pursuant to the exchange offer, including amounts in respect of accrued interest, will be exempt from Canadian withholding tax. No taxes on income (including taxable capital gains) will be payable by a Non-Resident Holder in respect of the disposition of old notes pursuant to the exchange offer.

### ***Taxation of New Notes***

Interest or principal paid to a Non-Resident Holder of new notes will be exempt from Canadian withholding tax. No other tax on income (including taxable capital gains) will be payable by a Non-Resident Holder of new notes in



respect of the acquisition, ownership, redemption or disposition of new notes.

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**DOCUMENTS INCORPORATED BY REFERENCE**

The following documents filed by us with the securities commission or similar authority in each of the provinces of Canada and filed with or furnished to the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, are specifically incorporated by reference in this prospectus:

- (1) our annual information form for the year ended December 31, 2006, dated March 9, 2007;
- (2) our audited consolidated financial statements and the notes thereto, including balance sheets as at December 31, 2006 and 2005 and earnings, shareholders' equity and cash flow statements for each of the years in the three year period ended December 31, 2006, together with the report of the auditors thereon;
- (3) management's discussion and analysis for the annual consolidated financial statements as at and for the periods referred to in paragraph 2;
- (4) our management information circular dated March 9, 2007 in connection with the annual meeting of shareholders held on April 18, 2007;
- (5) our unaudited consolidated financial statements and the notes thereto, including balance sheet as at March 31, 2007 and earnings, comprehensive income, shareholders' equity and cash flow statements for the three months ended March 31, 2007 and March 31, 2006; and
- (6) management's discussion and analysis for the unaudited consolidated financial statements as at and for the periods referred to in paragraph 5.

**Any documents of the types referred to in paragraphs 1 through 6 above and any business acquisition reports or material change reports (excluding confidential material change reports) filed by us with the securities regulatory authorities in Canada or filed with the SEC after the date of this prospectus supplement and prior to the termination of the exchange offer hereunder shall be deemed to be incorporated by reference into this prospectus. In addition, any report furnished to the SEC by us pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, or submitted by us to the SEC pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934, as amended, after the date of this prospectus supplement and prior to the termination of the exchange offer shall be deemed to be incorporated by reference into this prospectus supplement and the registration statement of which this prospectus supplement forms a part, if and to the extent expressly provided in such report.**

**Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this prospectus to the extent that a statement contained herein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.**

**Information has been incorporated by reference in this prospectus from documents filed with securities commissions or similar authorities in Canada.** Copies of the documents incorporated herein by reference may be obtained on request without charge from Bradley P. Martin, Vice President, Chief Operating Officer and Corporate Secretary, at Suite 800, 95 Wellington Street West, Toronto, Ontario M5J 2N7. For the purpose of the Province of Quebec, this simplified prospectus contains information to be completed by consulting the permanent information record. A copy of the permanent information record may be obtained from our Vice President and Corporate Secretary at the above-mentioned address. Copies of documents that we have filed with the securities regulatory authorities in Canada may be obtained over the Internet at the Canadian Securities Administrators website at [www.sedar.com](http://www.sedar.com).

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We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file or furnish reports and other information with or to the SEC. Our recent SEC filings may be obtained over the Internet at the SEC's website at [www.sec.gov](http://www.sec.gov). You may also read and copy any document we file or furnish with or to the SEC at the public reference facilities maintained by the SEC at Judiciary Plaza, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the operations of the public reference facilities and copying charges.

**LEGAL MATTERS**

Certain legal matters relating to the new notes offered by this prospectus will be passed upon on our behalf by Torys LLP, our Canadian counsel, and Shearman & Sterling LLP, our U.S. counsel. As of the date hereof, the lawyers of Torys LLP, directly or indirectly, in aggregate, own less than one percent of our outstanding subordinate voting shares.

**EXPERTS**

The consolidated financial statements as of December 31, 2006 and 2005 and for each of the years in the three year period ended December 31, 2006 incorporated by reference into this prospectus have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent auditors, given on the authority of said firm as experts in accounting and auditing.

**AUDITORS**

Our auditors are PricewaterhouseCoopers LLP, Chartered Accountants, Royal Trust Tower, Suite 3000, P.O. Box 82, 77 King Street West, Toronto, Ontario, Canada M5K 1G8.

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**AUDITORS CONSENT**

We have read the amended and restated prospectus supplement of Fairfax Financial Holdings Limited (the Company) dated May 24, 2007 relating to the Company's offer to exchange any and all of its 73/4% notes due 2012 for cash and new 73/4% notes due 2017, together with the accompanying short form base shelf prospectus of the Company dated April 10, 2007. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned prospectus supplement of our report to the shareholders of the Company relating to the consolidated balance sheets of the Company as at December 31, 2006 and 2005, the consolidated statements of earnings, shareholders' equity and cash flows for each of the years in the three year period ended December 31, 2006, and management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting as of December 31, 2006. Our report is dated March 9, 2007.

(Signed) PricewaterhouseCoopers LLP  
Chartered Accountants, Licensed Public Accountants  
Toronto, Ontario  
May 24, 2007

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**PROSPECTUS**

April 10, 2007

**FAIRFAX FINANCIAL HOLDINGS LIMITED**

**US\$750,000,000**

**Subordinate Voting Shares  
Preferred Shares  
Debt Securities  
Warrants  
Share Purchase Contracts  
Units**

We may offer from time to time, during the 25 month period that this prospectus, including any amendments hereto, remains effective, up to US\$750,000,000 of the securities listed above in one or more series or issuances and their total offering price, in the aggregate, will not exceed US\$750,000,000. Our securities may be offered separately or together, in amounts, at prices and on terms to be determined based on market conditions and set forth in an accompanying shelf prospectus supplement.

We will provide the specific terms of any securities we actually offer in supplements to this prospectus. You should read this prospectus and any applicable prospectus supplement carefully before you invest. This prospectus may not be used to offer securities unless accompanied by a prospectus supplement. Any net proceeds we expect to receive from the issue of our securities will be set forth in a prospectus supplement.

This prospectus does not qualify for issuance debt securities in respect of which the payment of principal and/or interest may be determined, in whole or in part, by reference to one or more underlying interests including, for example, an equity or debt security, a statistical measure of economic or financial performance including, but not limited to, any currency, consumer price or mortgage index, or the price or value of one or more commodities, indices or other items, or any other item or formula, or any combination or basket of the foregoing items.

Our outstanding Subordinate Voting Shares are listed for trading on the Toronto Stock Exchange and the New York Stock Exchange under the symbol FFH.

Investing in our securities involves risks. See Risk Factors.

Our head and registered office is at Suite 800, 95 Wellington Street West, Toronto, Ontario, M5J 2N7.

**We are permitted to prepare this prospectus in accordance with Canadian disclosure requirements, which are different from those of the United States. We prepare our financial statements in accordance with Canadian generally accepted accounting principles, and are subject to Canadian auditing and auditor independence standards. Our financial statements may not be comparable to financial statements of U.S. companies.**

**Owning the securities may subject you to tax consequences both in the United States and Canada. This prospectus or any applicable prospectus supplement may not describe these tax consequences fully. You should read the tax discussion in any applicable prospectus supplement.**

**Your ability to enforce civil liabilities under the U.S. federal securities laws may be affected adversely because we are incorporated in Canada, most of our officers and directors and certain of the experts named in this prospectus are Canadian residents, and many of our assets are located in Canada.**

**Neither the U.S. Securities and Exchange Commission nor any state or provincial securities regulator has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

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**You should rely only on the information contained in or incorporated by reference into this prospectus or any prospectus supplement. References to this prospectus include documents incorporated by reference therein. See Documents Incorporated by Reference. The information in or incorporated by reference into this prospectus is current only as of its date. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to offer these securities.**



**Table of Contents****ENFORCEABILITY OF CERTAIN CIVIL LIABILITIES**

We are a corporation organized under the laws of Canada and some of our assets are located in, and most of our directors and most of our officers are residents of, Canada. As a result, it may be difficult for U.S. investors to effect service of process within the United States upon our directors or officers, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of such directors or officers under U.S. federal securities laws. We have been advised by Torys LLP, our Canadian counsel, that a judgment of a U.S. court predicated solely upon civil liability under such laws would probably be enforceable in Canada if the U.S. court in which the judgment was obtained had a basis for jurisdiction in the matter that was recognized by a Canadian court for such purposes. We have also been advised by such counsel, however, that there is substantial doubt whether an action could be brought in Canada in the first instance on the basis of liability predicated solely upon such laws.

**PRESENTATION OF OUR FINANCIAL INFORMATION**

As the majority of our operations are in the United States or conducted in U.S. dollars, we report our consolidated financial statements in U.S. dollars in order to provide more meaningful information to users of our financial statements. In this prospectus, except where otherwise indicated, all dollar amounts are expressed in U.S. dollars, references to \$ , US\$ and dollars are to U.S. dollars, and references to Cdn\$ are to Canadian dollars.

Our consolidated financial statements have been prepared in accordance with generally accepted accounting principles in Canada, or Canadian GAAP, which differ from generally accepted accounting principles in the United States, or U.S. GAAP. For a discussion of the material differences between Canadian GAAP and U.S. GAAP as they relate to our financial statements, see note 20 to our audited consolidated financial statements for the year ended December 31, 2006, incorporated by reference in this prospectus.

**EXCHANGE RATE DATA**

The following table sets forth, for each period indicated, the low and high exchange rates for Canadian dollars expressed in United States dollars, the exchange rate at the end of such period and the average of such exchange rates for each day during such period, based on the inverse of the noon buying rate in The City of New York for cable transfers in Canadian dollars as certified for customs purposes by the Federal Reserve Bank of New York:

	<b>Year Ended December 31,</b>				
	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>
Low	0.6200	0.6349	0.7158	0.7872	0.8528
High	0.6619	0.7738	0.8493	0.8690	0.9100
Period End	0.6329	0.7738	0.8310	0.8579	0.8582
Average	0.6369	0.7159	0.7696	0.8260	0.8821

On April 10, 2007, the inverse of the noon buying rate was \$0.8712 = Cdn\$1.00.

**FORWARD-LOOKING STATEMENTS**

Any statements made by us or on our behalf may include forward-looking statements that reflect our current views with respect to future events and financial performance. The words believe, anticipate, project, expect, plan, in

predict, estimate, will likely result, will seek to or will continue and similar expressions identify forward-looking statements. These forward-looking statements relate to, among other things, our plans and objectives for future operations and underwriting profits. We caution readers not to place undue reliance on these forward-looking statements, which speak only as of their dates. We are under no obligation to update or alter such forward-looking statements as a result of new information, future events or otherwise. These forward-looking statements are subject to uncertainties and other factors that could cause actual results to differ

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materially from such statements. These uncertainties and other factors, which we describe in more detail elsewhere in this prospectus, or in documents incorporated by reference herein, include, but are not limited to:

a reduction in net income if our loss reserves are insufficient;

underwriting losses on the risks we insure that are higher or lower than expected;

insufficient reserves for asbestos, environmental and other latent claims;

the lowering or loss of one of our subsidiaries' financial or claims-paying ability ratings;

an inability to maintain effective internal control over financial reporting;

an inability to realize our investment objectives;

changes in economic conditions, including interest rates and the securities markets, which could affect our investment portfolio;

exposure to credit risk in the event our reinsurers fail to make payments to us under our reinsurance arrangements;

exposure to credit risk in the event our insureds fail to pay premiums that are owed to us or fail to reimburse us for deductibles that are paid by us on their behalf;

exposure to credit risk in the event insurance producers or reinsurance intermediaries fail to remit premiums owed to us;

the occurrence of catastrophic events with a frequency or severity exceeding our estimates;

a decrease in the level of demand for our subsidiaries' reinsurance or insurance products, or increased competition in the insurance industry;

the cycle of the insurance market, which can substantially influence our and our competitors' premium rates and capacity to write new business;

our inability to obtain reinsurance coverage in sufficient amounts, at reasonable prices or on terms that adequately protect us;

the timing of loss payments being faster or the receipt of reinsurance recoverables being slower than anticipated by us;

our dependence on independent brokers over whom we exercise little control;

adverse fluctuations in foreign currency exchange rates;

assessments and shared market mechanisms which can adversely affect our U.S. insurance subsidiaries;

our failure to realize future income tax assets;

loss of key employees;

the influence exercisable by our controlling shareholder;

the passage of legislation subjecting our businesses to additional supervision or regulation, including additional tax regulation, in the United States, Canada or other jurisdictions in which we operate;

our inability to obtain required levels of capital on favorable terms, if at all;

our inability to access our subsidiaries' cash;

risks associated with current government investigations of, and class action litigation related to, insurance industry practices;

the failure of any of the loss limitation methods we employ;

an impairment in the value of our goodwill;

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risks associated with implementing our business strategies;

risks associated with requests for information from government authorities; and

risks associated with our pending civil litigation.

See Risk Factors for a further discussion of these risks and uncertainties.

**THE COMPANY**

*Unless the context otherwise requires, the terms Fairfax, Company, we, us and our refer to Fairfax Financial Holdings Limited and its subsidiaries; the term OdysseyRe refers to our public reinsurance business, Odyssey Re Holdings Corp. and its subsidiaries; the term Crum & Forster refers to our wholly-owned U.S. property and casualty insurance business, Crum & Forster Holdings Corp. and its subsidiaries; the term Northbridge refers to our public Canadian property and casualty insurance business, Northbridge Financial Corporation and its subsidiaries; the term Hamblin Watsa refers to our wholly-owned investment management subsidiary, Hamblin Watsa Investment Counsel Ltd.; and the term Cunningham Lindsey refers to our claims adjusting subsidiary, Cunningham Lindsey Group Inc. and its subsidiaries. All references in this prospectus to \$, US\$ or dollars refer to United States dollars and all references to Cdn\$ refer to Canadian dollars, unless otherwise indicated.*

We are a financial services holding company primarily engaged in property and casualty insurance and reinsurance. We are incorporated under the *Canada Business Corporations Act*. We operate through a decentralized operating structure, with autonomous management teams applying a focused underwriting strategy to our markets. We seek to differentiate ourselves by combining disciplined underwriting with the investment of our assets on a total return basis, which we believe provides above-average returns over the long-term. We provide a full range of property and casualty products, maintaining a diversified portfolio of risks across classes of business, geographic regions, and types of insureds. We have been under current management since September 1985. Our principal executive offices are located at 95 Wellington Street West, Suite 800, Toronto, Ontario, M5J 2N7, Canada. Our telephone number is (416) 367-4941.

We conduct our business through the following segments, with each of our continuing operations maintaining a strong position in its respective markets.

*Our reinsurance business* is conducted through OdysseyRe, a U.S.-based underwriter of a full range of property and casualty reinsurance on a worldwide basis. We have a majority interest in OdysseyRe, whose common stock is traded on the New York Stock Exchange under the symbol ORH.

*Our U.S. insurance business* provides a full range of commercial property and casualty insurance, principally through Crum & Forster, a national property and casualty insurance group which targets specialty classes of business that emphasize strong technical underwriting expertise. We own all of the equity of Crum & Forster.

*Our Canadian insurance business* is conducted principally through Northbridge, which provides commercial and personal lines property and casualty insurance in Canada through a wide range of distribution channels. We have a majority interest in Northbridge, whose common shares are traded on the Toronto Stock Exchange under the symbol NB.

*Our runoff business* primarily includes our discontinued business that did not meet our underwriting criteria or strategic objectives and selected business previously written by our other subsidiaries that was put under dedicated runoff management. In addition, our runoff segment also includes third-party runoff operations that we have acquired, which we believe will provide us with the opportunity to earn attractive returns on our invested capital.

Our invested assets are managed by our wholly-owned investment management subsidiary, Hamblin Watsa. Hamblin Watsa has managed our invested assets since September 1985 and emphasizes a conservative investment philosophy, seeking to invest our assets on a total return basis, which includes realized and unrealized gains over the long-term, using a value-oriented approach.

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**RISK FACTORS**

*An investment in our securities involves risk. You should carefully consider the following risk factors, as well as the other information contained in and incorporated by reference into this prospectus, before deciding whether to invest in our securities. Any of the following risks could materially adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations.*

**Overview**

We operate with a holding company structure. The holding company controls our operating insurance and reinsurance companies, each of which must comply with applicable insurance regulations of the jurisdictions in which it operates. Each company must maintain reserves for losses and loss adjustment expenses to cover the risks it has underwritten. The reserves of one of our insurance or reinsurance companies are not available to be applied against the risks underwritten by other of our companies. The financial condition and results of operations of each of the insurance and reinsurance companies we control are included in our consolidated financial statements and, generally, losses incurred by any of our companies directly impact our consolidated results. Although a severe loss incurred by one company should not have any adverse effect on any of our other companies, such loss, even though not material to us when our financial condition is viewed as a whole, could have an adverse effect on us because it could affect adversely how our other companies are treated by others, including rating agencies and insurance regulators.

*If our actual claims exceed our claim reserves, our financial condition and results of operations could be adversely affected.*

We maintain reserves to cover our estimated ultimate unpaid liability for losses and loss adjustment expenses with respect to reported and unreported claims incurred as of the end of each accounting period. Our success is dependent upon our ability to accurately assess the risks associated with the businesses that we reinsure or insure. If we fail to accurately assess the risks we assume, we may fail to establish appropriate premium rates and our reserves may be inadequate to cover our losses, which could have a material adverse effect on our financial condition and reduce our net income.

At December 31, 2006, we had net unpaid loss and loss adjustment expense reserves of approximately \$10.7 billion.

Reserves do not represent an exact calculation of liability, but instead represent estimates involving actuarial and statistical projections at a given point in time of our expectations of the ultimate settlement and administration costs of claims incurred. Establishing an appropriate level of claim reserves is an inherently uncertain process. We utilize both proprietary and commercially available actuarial models, as well as historical insurance industry loss development patterns, to assist in the establishment of appropriate claim reserves.

In contrast to casualty losses, which frequently can be determined only through lengthy and unpredictable litigation, non-casualty property losses tend to be reported promptly and usually are settled within a shorter period of time. Nevertheless, for both casualty and property losses, actual claims and claim expenses ultimately paid may deviate, perhaps substantially, from the reserve estimates reflected in our financial statements. Variables in the reserve estimation process can be affected by both internal and external events, such as changes in claims handling procedures, economic inflation, legal trends and legislative changes. Many of these items are not directly quantifiable, particularly on a prospective basis.

If our claim reserves are determined to be inadequate, we will be required to increase claim reserves with a corresponding reduction in our net income in the period in which the deficiency is rectified. It is possible that claims in respect of events that have occurred could exceed our claim reserves and have a material adverse effect on our results of operations in a particular period and/or our financial condition. For the year ended December 31, 2006, we increased our loss and loss adjustment expense reserves relating to prior periods by \$285.1 million, primarily relating to the U.S. casualty business written by the Americas division of OdysseyRe in 2001 and prior, development on hurricane losses at Northbridge and runoff.



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Even though most insurance contracts have policy limits, the nature of property and casualty insurance and reinsurance is such that losses can exceed policy limits for a variety of reasons and could very significantly exceed the premiums received on the underlying policies. When this occurs, our financial results are adversely affected.

***Our business could be harmed because of our potential exposure for asbestos, environmental and other latent claims.***

We have established loss reserves for asbestos and environmental and other latent claims. There is a high degree of uncertainty with respect to future exposure from such claims because of: significant issues surrounding the liabilities of the insurers, including us; risks inherent in major litigation, including more aggressive environmental and asbestos-related litigation against insurers, including us; and diverging legal interpretations and judgments in different jurisdictions. These uncertainties include, among other things:

the extent of coverage under insurance policies;

whether or not particular claims are subject to an aggregate limit;

whether multiple policies issued to the same insured will be triggered by a particular claim;

the number of occurrences involved in particular claims; and

new theories of insured and insurer liability.

Insurers generally, including us, experienced an increase in the number of asbestos-related claims from 2001 through 2003 likely due to, among other things, the introduction by several states of tort reform statutes that impact asbestos litigation and resulted in plaintiffs rushing to file claims before the effective date of new legislation. The increase in such claims also led to an increase in the number of entities seeking bankruptcy protection as a result of asbestos-related liabilities.

Increasingly, policyholders have been asserting that their claims for asbestos-related insurance are not subject to aggregate limits on coverage and that each individual bodily injury claim should be treated as a separate occurrence under the policy. We expect this trend to continue. Although it is difficult to predict whether these policyholders will be successful on either of these issues, to the extent either issue is resolved in their favor, our coverage obligations under the policies at issue would be materially increased and bounded only by the applicable per occurrence limits and the number of asbestos bodily injury claims made by the policyholders. Accordingly, it is difficult to predict the ultimate size of the claims for coverage not subject to aggregate limits.

In addition, proceedings have recently been launched directly against insurers, including us, challenging insurers conduct in respect of asbestos claims, including in some cases with respect to previous settlements. Some plaintiffs have also advanced claims against us as defendants in asbestos personal injury cases that are close to trial. We anticipate the filing of other direct actions against insurers, including us, in the future. Particularly in light of jurisdictional issues, it is difficult to predict the outcome of these proceedings, including whether the plaintiffs will be able to sustain these actions against insurers based on novel legal theories of liability.

Similarly, as a result of various regulatory efforts aimed at environmental remediation, companies in the insurance industry, including us, continue to be involved in litigation involving policy coverage and liability issues with respect to environmental claims. In addition to regulatory pressures, the results of court decisions affecting the industry's coverage positions continue to be inconsistent and have expanded coverage beyond its original intent. Accordingly,

the ultimate responsibility and liability for environmental remediation costs remains uncertain.

In addition to asbestos and environmental pollution, we face exposure to other types of mass tort claims, including claims related to exposure to potentially harmful products or substances, such as lead paint and silica. Establishing claim and claim adjustment expense reserves for mass tort claims is subject to uncertainties because of many factors, including expanded theories of liability and disputes concerning medical causation with respect to certain diseases.

Given the factors described above, it is not presently possible to quantify with a high degree of certainty the ultimate exposure or range of exposure represented by asbestos, environmental and other latent claims and related litigation. We have established reserves that represent our best estimate of ultimate claims and claim adjustment

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expenses based upon known facts and current law. Our gross asbestos reserves were \$1.4 billion at December 31, 2006 and our gross reserves for environmental and other latent claims were \$564.1 million. Our asbestos reserves, net of reinsurance but excluding vendor indemnities, were \$756.2 million at December 31, 2006 and our reserves for environmental and other latent claims, net of reinsurance but excluding vendor indemnities, were \$236.2 million. However, these claims and related litigation, particularly if current trends continue, could result in liability exceeding these reserves by an amount that could be material to our operating results and financial condition in future periods.

***If our insurance and reinsurance subsidiaries are unable to maintain favorable financial strength ratings, it may be more difficult for them to maintain or write new business.***

Third-party rating agencies assess and rate the claims-paying ability of reinsurers and insurers based upon the criteria of such rating agencies. Periodically the rating agencies evaluate our insurance companies to confirm that they continue to meet the criteria of the ratings previously assigned to them. The claims-paying ability ratings assigned by rating agencies to reinsurance or insurance companies represent independent opinions of financial strength and ability to meet policyholder obligations, and are not directed toward the protection of investors. Ratings by rating agencies are not ratings of securities or recommendations to buy, hold or sell any security and are not applicable to the securities offered by this prospectus.

A.M. Best has assigned an A rating (the third highest of fifteen ratings) to OdysseyRe, and an A- rating (the fourth highest of fifteen ratings) to each of Crum & Forster and Northbridge. Financial strength ratings are used by insurers and reinsurance and insurance intermediaries as an important means of assessing the financial strength and quality of insurers and reinsurers. A downgrade in these ratings could lead to a significant reduction in the number of insurance policies our insurance subsidiaries write.

The ratings by these agencies of our insurance subsidiaries may be based on a variety of factors, some of which are outside of our control, including, but not limited to, the financial condition of us and our subsidiaries and affiliates, the financial condition or actions of parties from which our insurance subsidiaries have obtained reinsurance, and factors relating to the sectors in which such persons conduct business, and the statutory surplus of our insurance subsidiaries, which is adversely affected by underwriting losses and dividends paid by them. A downgrade of any of the debt or other ratings of Fairfax, or of any of Fairfax's subsidiaries or affiliates, or a deterioration in the financial markets' view of any of these entities, could have a negative impact on the ratings of our insurance subsidiaries.

***Management has identified material weaknesses in our internal control over financial reporting. If we fail to maintain effective internal control over financial reporting, we may not be able to accurately report our financial results.***

During 2006 we restated our consolidated financial statements as at and for the years ended December 31, 2001 through 2005 and all related disclosures including interim periods therein. In connection with the restatement, our management identified four material weaknesses in our internal control over financial reporting relating to financial reporting organizational structure and personnel, head office consolidation controls, investment accounting in accordance with U.S. GAAP and accounting for income taxes. A material weakness is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. As of December 31, 2006, the two material weaknesses relating to investment accounting in accordance with US GAAP and accounting for income taxes had been remediated, however material weaknesses existed relating to a sufficient complement of personnel and lines of communication within the organization and certain head office consolidation controls. See Management's Report on Internal Control over Financial Reporting and Remediation of Material Weaknesses in Internal Control Over Financial Reporting in our management's discussion and analysis for the fiscal year ended December 31, 2006 incorporated herein by reference.

If actions to remediate these material weaknesses are not successfully implemented, if other material weaknesses are identified in the future, or if we otherwise fail to maintain effective internal control over financial

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reporting, we may not be able to accurately report our financial results, which could have a material adverse effect on our business and prospects.

***If we are unable to realize our investment objectives, our business, financial condition or results of operations may be adversely affected.***

Investment returns are an important part of our overall profitability and our operating results depend in part on the performance of our investment portfolio. Accordingly, fluctuations in the fixed income or equity markets could impair our profitability, financial condition or cash flows. We derive our investment income from interest and dividends, together with realized gains on the sale of investment assets. The portion derived from realized gains generally fluctuates from year to year. For the years ended December 31, 2006, 2005 and 2004, net realized gains accounted for approximately 51.4%, 45.3% and 44.4%, respectively, of our total investment income (including realized gains and losses). Realized gains are typically a less predictable source of investment income than interest and dividends, particularly in the short term.

The return on our portfolio and the risks associated with our investments are also affected by our asset mix, which can change materially depending on market conditions. Investments in cash or short term investments generally produce a lower return than other investments. At December 31, 2006, 32%, or \$5.4 billion, of our invested assets were held in cash and short term investments pending our identifying suitable opportunities for reinvestment in line with our long-term value-oriented investment philosophy.

The volatility of our claims submissions may force us to liquidate securities, which may cause us to incur capital losses. If we structure our investments improperly relative to our liabilities, we may be forced to liquidate investments prior to maturity at a significant loss to cover such liabilities. Realized and unrealized investment losses resulting from an other than temporary decline in value could significantly decrease our assets, thereby affecting our ability to conduct business.

The ability to achieve our investment objectives is affected by general economic conditions that are beyond our control. General economic conditions can adversely affect the markets for interest-rate-sensitive securities, including the extent and timing of investor participation in such markets, the level and volatility of interest rates and, consequently, the value of fixed income securities. Interest rates are highly sensitive to many factors, including governmental monetary policies, domestic and international economic and political conditions and other factors beyond our control. General economic conditions, stock market conditions and many other factors can also adversely affect the equities markets and, consequently, the value of the equity securities we own. In addition, defaults by third parties who fail to pay or perform on their obligations could reduce our investment income and realized investment gains or result in investment losses. We may not be able to realize our investment objectives, which could reduce our net income significantly and adversely affect our business, financial condition or results of operations.

***We cannot assure you that our reinsurers and certain insureds will pay us on a timely basis or at all.***

Reinsurance is an arrangement in which an insurance company, called the ceding company, transfers insurance risk to another insurer, called the reinsurer, which accepts the risk in return for a premium payment. Although reinsurance makes the assuming reinsurer liable to us to the extent of the risk ceded, we are not relieved of our primary liability to our insureds. As of December 31, 2006, we had a total of \$5.5 billion recoverable from reinsurers. We cannot assure you that our reinsurers will pay our reinsurance claims on a timely basis or at all. As well, we bear credit risk with respect to our reinsurers (including retrocessionaires), both with respect to receivables reflected on our balance sheet as well as to contingent liabilities with respect to reinsurance protection on future claims. If reinsurers are unwilling or unable to pay us amounts due under reinsurance contracts, we will incur unexpected losses and our cash flow will be adversely affected.

We write certain insurance policies, such as large deductible policies (policies where the insured retains a specific amount of any potential loss), in which the insured must reimburse us for certain losses. Accordingly, we bear credit risk on these policies and cannot assure you that our insureds will pay us on a timely basis or at all. In the ordinary course of business we are sometimes unable to collect all amounts billed to insureds, generally due to disputes on audit of retrospectively rated policies and, in some cases, due to insureds having filed for bankruptcy

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protection. In addition, if an insured files for bankruptcy, we may be unable to recover on assets such insured may have pledged to us as collateral. We reserve for uncollectible amounts in the period the collection issues become known. The inability to collect amounts due to us reduces our net income and cash flow, and the ability of our insurance and reinsurance subsidiaries to pay dividends or make other distributions to us.

***Unpredictable catastrophic events could reduce our net income.***

Our insurance and reinsurance operations expose us to claims arising out of catastrophes. We have experienced, and will in the future experience, catastrophe losses which may materially reduce our profitability or harm our financial condition. Catastrophes can be caused by various events, including natural events such as hurricanes, windstorms, earthquakes, hailstorms, severe winter weather and fires, and unnatural events such as terrorist attacks and riots. The incidence and severity of catastrophes are inherently unpredictable.

The extent of losses from a catastrophe is a function of both the total amount of insured exposure in the area affected by the event and the severity of the event. Most catastrophes are restricted to small geographic areas; however, hurricanes, windstorms and earthquakes may produce significant damage in large, heavily populated areas, and most of our past natural catastrophe-related claims have resulted from severe storms. Catastrophes can cause losses in a variety of property and casualty lines. It is possible that a catastrophic event or multiple catastrophic events could have a material adverse effect upon our net income and financial condition.

Claims resulting from natural or man-made catastrophic events could cause substantial volatility in our financial results for any fiscal quarter or year and could materially reduce our profitability or harm our financial condition. Our ability to write new business could also be affected. We believe that increases in the value and geographic concentration of insured property, climate change and the effects of inflation could increase the severity of claims from catastrophic events in the future. In addition, states have from time to time passed legislation that has the effect of limiting the ability of insurers to manage catastrophe risk, such as legislation prohibiting insurers from withdrawing from catastrophe-prone areas. In addition, following catastrophes, there are sometimes legislative initiatives and court decisions which seek to expand insurance coverage for catastrophe claims beyond the original intent of the policies.

***The cycles of the insurance and reinsurance industries may cause fluctuations in our results.***

Historically, we have experienced fluctuations in operating results due to competition, frequency of occurrence or severity of catastrophic events, levels of capacity, general economic conditions and other factors. Demand for insurance and reinsurance is influenced significantly by underwriting results of primary insurers and prevailing general economic conditions.

The property and casualty insurance business historically has been characterized by periods of intense price competition due to excess underwriting capacity, as well as periods when shortages of underwriting capacity have permitted attractive premium levels. We expect to continue to experience the effects of this cyclical, which, during down periods, could harm our financial condition, profitability or cash flows.

In the reinsurance industry, the supply of reinsurance is related to prevailing prices and levels of surplus capacity that, in turn, may fluctuate in response to changes in rates of return being realized. It is possible that premium rates or other terms and conditions of trade could vary in the future, that the present level of demand will not continue because the larger insurers created by the consolidation discussed below may require less reinsurance or that the present level of supply of reinsurance could increase as a result of capital provided by recent or future market entrants or by existing reinsurers. If any of these events transpire, our results of operations in our reinsurance business could be adversely affected.

***We operate in a highly competitive environment which could make it more difficult for us to attract and retain business.***

The property and casualty insurance industry and the reinsurance industry are both highly competitive, and we believe that they will remain highly competitive in the foreseeable future. Competition in our industry is based on many factors, including premiums charged and other terms and conditions offered, products and services provided,



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financial ratings assigned by independent rating agencies, speed of claims payment, reputation, selling effort, perceived financial strength and the experience of the insurer or reinsurer in the line of insurance or reinsurance to be written. We compete, and will continue to compete, with major U.S. and non-U.S. insurers and reinsurers, as well as certain underwriting syndicates, some of which have greater financial, marketing and management resources than we do, and there is no assurance that we will be able to successfully retain or attract business.

New insurers and reinsurers have been formed to compete in our industry, and a number of existing market participants have raised new capital which may enhance their ability to compete. In addition, we may not be aware of other companies that may be planning to enter our industry or existing participants that may be planning to raise additional capital. In addition, we have recently seen the creation of alternative products from capital market participants that are intended to compete with insurance and reinsurance products. We are unable to predict the extent to which these initiatives may affect the demand for our products, our premium volume or the risks that may be available for us to consider underwriting. Such increased competition could cause us and certain of our competitors to charge lower premium rates and obtain less favorable policy terms, which could adversely affect our ability to generate revenue and grow our business. Further, our plans for our business units could be adversely impacted by the loss of business to competitors offering competitive insurance products at lower prices, which would have an adverse effect on our results of operations.

Many insurance industry participants are consolidating to enhance their market power. These entities may try to use their market power to negotiate price reductions for our products and services. If competitive pressures compel us to reduce our prices, our operating margins would decrease. As the insurance industry consolidates, competition for customers will become more intense and the importance of acquiring and properly servicing each customer will become greater. We could incur greater expenses relating to customer acquisition and retention, further reducing our operating margins. In addition, insurance companies that merge may be able to spread their risks across a larger capital base so that they require less reinsurance.

***We may be unable to obtain reinsurance coverage at reasonable prices or on terms that adequately protect us.***

We use reinsurance arrangements, including reinsurance of our own reinsurance business purchased from other reinsurers, referred to as retrocessionaires, to help manage our exposure to property and casualty risks. The availability and cost of reinsurance are subject to prevailing market conditions, both in terms of price and available capacity, which can affect our business volume and profitability. Many reinsurance companies have begun to exclude certain coverages from, or alter terms in, the policies that we purchase from them. Some exclusions are with respect to risks which we cannot exclude in policies we write due to business or regulatory constraints, such as coverage with respect to acts of terrorism, mold and cyber risk. In addition, reinsurers are imposing terms, such as lower per occurrence and aggregate limits, on primary insurers that are inconsistent with corresponding terms in the policies written by these primary insurers. As a result, our insurance subsidiaries, like other primary insurance companies, increasingly are writing insurance policies which to some extent do not have the benefit of reinsurance protection. These gaps in reinsurance protection expose us to greater risk and greater potential losses. If we cannot obtain adequate reinsurance protection for the risks we underwrite, we may be exposed to greater losses from those risks or we may be forced to reduce the amount of business we underwrite, which will reduce our revenues. As a result, our inability to obtain adequate reinsurance protection could have a material adverse effect on our financial condition and operations.

In addition, although our current reinsurance program is primarily maintained with reinsurers rated A (Excellent) or better by A.M. Best, a reinsurer's insolvency or inability or unwillingness to make timely payments under the terms of its reinsurance agreements with us could have a material adverse effect on us.

***We rely on independent brokers over whom we exercise little control, which exposes us to certain risks.***

We do business with a large number of independent brokers on a non-exclusive basis and we cannot rely on their commitment to our insurance products. Moreover, in some markets we operate pursuant to open market arrangements in which we have no formal relationships with brokers who place our risk in these markets. Our continued profitability depends, in part, on the marketing efforts of independent brokers and our ability to offer

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insurance products and maintain financial ratings that meet the requirements and preferences of such brokers and their policyholders.

Because the majority of our brokers are independent, we have only limited ability to exercise control over them. In the event that an independent broker to which we have granted binding authority exceeds its authority by binding us on a risk which does not comply with our underwriting guidelines, we may be at risk for that policy until we receive the application and effect a cancellation. Although to date we have not experienced a material loss from improper use of binding authority of our brokers, any improper use of such authority may result in losses that could have a material adverse effect on our business, results of operations and financial condition.

In accordance with industry practice, our customers often pay the premiums for their policies to brokers for payment over to us. These premiums are considered paid when received by the broker and, thereafter, the customer is no longer liable to us for those amounts, whether or not we have actually received the premiums from the broker. Consequently, we assume a degree of credit risk associated with our reliance on brokers in connection with the settlement of insurance balances.

Further, as is customary in the reinsurance industry, OdysseyRe frequently pays amounts owing in respect of claims under its policies to reinsurance brokers, for payment over to the ceding insurers. In the event that a broker fails to make such a payment, depending on the jurisdiction, OdysseyRe might remain liable to the ceding insurer for the deficiency. Conversely, in certain jurisdictions, when the ceding insurer pays premiums for such policies to reinsurance brokers for payment over to OdysseyRe, such premiums will be deemed to have been paid and the ceding insurer will no longer be liable for those amounts, whether or not OdysseyRe has actually received such premiums. Consequently, in connection with the settlement of reinsurance balances, we assume a degree of credit risk associated with brokers around the world.

***Assessments and other surcharges for guaranty funds and second-injury funds and other mandatory pooling arrangements may reduce the profitability of our U.S. insurance subsidiaries.***

Virtually all states require insurers licensed to do business in their state to bear a portion of the loss suffered by some insureds as the result of impaired or insolvent insurance companies. Many states also have laws that establish second-injury funds to provide compensation to injured employees for aggravation of a prior condition or injury, which are funded by either assessments based on paid losses or premium surcharge mechanisms. In addition, as a condition to the ability to conduct business in various jurisdictions, our insurance subsidiaries are required to participate in mandatory property and casualty shared market mechanisms or pooling arrangements, which provide various types of insurance coverage to individuals or other entities that otherwise are unable to purchase that coverage from private insurers. The effect of these assessments and mandatory shared-market mechanisms or changes in them could reduce the profitability of our U.S. insurance subsidiaries in any given period or limit their ability to grow their business.

***We may be adversely affected by foreign currency fluctuations.***

Our functional currency is the U.S. dollar. A portion of our premiums are written in currencies other than the U.S. dollar and a portion of our assets (including investments) and loss reserves are also in foreign currencies. We may, from time to time, experience losses resulting from fluctuations in the values of foreign currencies (including when our foreign currency assets and liabilities are hedged) which could adversely affect our operating results.

***Our failure to realize future income tax assets could lead to a writedown, which could adversely affect our results of operations.***

Realization of the future income tax asset is dependent upon the generation of taxable income in those jurisdictions where the relevant tax losses and other timing differences exist. The major component of our future income tax asset of \$771.3 million at December 31, 2006 is \$600.6 million relating to our U.S. consolidated tax group. Failure to achieve projected levels of profitability for our U.S. operations could lead to a writedown in this future tax asset if the recovery period becomes longer than expected.

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***Our business could be adversely affected by the loss of one or more key employees.***

We are substantially dependent on a small number of key employees, including our Chairman and controlling shareholder, Mr. Prem Watsa, and the senior managers of our operating subsidiaries. We believe that the experiences and reputations in our industry of these individuals are important factors in our ability to attract new business. At the subsidiary level, we have entered into employment agreements with our key employees. Our success has been, and will continue to be, dependent on our ability to retain the services of our existing key employees and to attract and retain additional qualified personnel in the future. The loss of the services of any of these key employees, or the inability to identify, hire and retain other highly qualified personnel in the future, could adversely affect the quality and profitability of our business operations. We do not currently maintain key employee insurance with respect to any of our employees.

***Our controlling shareholder may substantially influence our direction and operations.***

Mr. Prem Watsa, our Chairman and Chief Executive Officer, owns, directly or indirectly, or exercises control or direction over shares representing 48.6% of the voting power of our outstanding shares. Mr. Watsa has the ability to substantially influence certain actions requiring shareholder approval, including approving a merger or consolidation, liquidation or sale of our assets, electing members of our board of directors and adopting amendments to our articles of incorporation and by-laws. As a shareholder, Mr. Watsa may have different interests than you have and therefore may make decisions that are adverse to your interests.

***Our operations could be adversely affected as a result of regulatory, political, economic or other influences in the insurance and reinsurance industries.***

The insurance and reinsurance industries are highly regulated and are subject to changing political, economic and regulatory influences. These factors affect the practices and operation of insurance and reinsurance organizations. Federal, state and provincial legislatures in the United States and Canada, as well as governments in foreign jurisdictions in which we do business, have periodically considered programs to reform or amend the insurance systems at both the federal and local levels.

Changes in current insurance regulations may include increased governmental involvement in the insurance industry or may otherwise change the business and economic environment in which insurance industry participants operate. In the United States, for example, the states of Hawaii and Florida have implemented arrangements whereby property insurance in catastrophe prone areas is provided through state-sponsored entities. The California Earthquake Authority, the first privately financed, publicly operated residential earthquake insurance pool, provides earthquake insurance to California homeowners.

Such changes could adversely affect our subsidiaries' financial results, including their ability to pay dividends, cause us to make unplanned modifications of products or services, or result in delays or cancellations of sales of products and services by insurers or reinsurers. Insurance industry participants may respond to changes by reducing their investments or postponing investment decisions, including investments in our products and services. We cannot predict the future impact of changing law or regulation on our operations; any changes could have a material adverse effect on us or the insurance industry in general.

As industry practices and legal, judicial, social and other environmental conditions change, unexpected and unintended issues related to claims and coverage may emerge. These issues can have a negative effect on our business by either extending coverage beyond our underwriting intent or by increasing the number or size of claims. Recent examples of emerging claims and coverage issues include:

increases in the number and size of water damage claims related to expenses for testing and remediation of mold conditions;

increases in the number and size of claims relating to construction defects, which often present complex coverage and damage valuation questions;

changes in interpretation of the named insured provision with respect to the uninsured/underinsured motorist coverage in commercial automobile policies; and

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a growing trend in the United States of plaintiffs targeting property and casualty insurers in purported class action litigation relating to claim-handling, premium calculation and billing, and other practices, particularly with respect to the handling of personal lines automobile and homeowners claims.

The effects of these and other unforeseen emerging claims and coverage issues are extremely hard to predict and could harm our business.

***Our inability to obtain additional capital in the future as required could have a material adverse effect on our financial condition.***

Our future capital requirements depend on many factors, including our ability to write new business successfully and to establish premium rates and reserves at levels sufficient to cover losses. To the extent that the funds generated by our business are insufficient to fund future operations, we may need to raise additional funds through equity or debt financings. Any equity or debt financing, if available at all, may be on terms that are not favorable to us. The cost and availability of debt financing is affected by credit ratings. Our senior unsecured debt at the holding company level is rated BB by Standard & Poor's (the 5<sup>th</sup> highest of 10 rating categories) with a negative outlook and is rated Ba3 with a stable outlook by Moody's (the 5<sup>th</sup> highest of 9 rating categories). Our ability to raise additional capital may be adversely affected by our credit ratings. If we cannot obtain adequate capital or if we fail to refinance our existing debt as it comes due, our business, operating results and financial condition could be adversely affected.

***We are a holding company, and we may not have access to the cash that is needed to meet our financial obligations.***

We are a holding company and conduct substantially all our business through our subsidiaries and receive substantially all our earnings from them. Therefore, in the event of the insolvency or liquidation of a subsidiary, following payment by such subsidiary of its liabilities, the subsidiary may not have sufficient remaining assets to make payments to us as a shareholder or otherwise. In the event of a default by a subsidiary under our credit agreement or other indebtedness, its creditors could accelerate the debt, prior to such subsidiary distributing amounts to us that we could use to make payments on our outstanding debt. In addition, if we caused a subsidiary to pay a dividend to us to make payment on our outstanding debt, and the dividend were determined to be improperly paid, holders of our outstanding debt would be required to return the payment to the subsidiary's creditors. As of December 31, 2006, our subsidiaries had approximately \$981.3 million of indebtedness.

Although substantially all of our operations are conducted through our subsidiaries, none of our subsidiaries is obligated to make funds available to us for payment on our outstanding debt. Accordingly, our ability to meet our financial obligations, including to make payments on our outstanding debt, is dependent on the distribution of earnings from our subsidiaries. The ability of our subsidiaries to pay dividends to us in the future will depend on their statutory surplus, on earnings and on regulatory restrictions. The ability of our subsidiaries to pay dividends or make distributions or returns of capital to us is subject to restrictions set forth in the insurance laws and regulations of Canada, the United States, Ireland and the United Kingdom and is affected by our subsidiaries' credit agreements, indentures, rating agencies, the discretion of insurance regulatory authorities and capital support agreements with our subsidiaries. No assurance can be given that some or all of our operating subsidiaries' jurisdictions will not adopt statutory provisions more restrictive than those currently in effect. Our subsidiaries may incur additional indebtedness that may severely restrict or prohibit the making of distributions, the payment of dividends or the making of loans by our subsidiaries to us. We cannot assure you that the agreements governing the current and future indebtedness of our subsidiaries will permit our subsidiaries to provide us with sufficient dividends, distributions or loans to meet our financial obligations, including to fund payments on our outstanding debt when due.

***The failure of any of the loss limitation methods we employ could have a material adverse effect on our financial condition or our results of operations.***

Unlike most businesses, the insurance and reinsurance business can have enormous costs that can significantly exceed the premiums received on the underlying policies. We seek to limit our loss exposure by employing a variety



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of policy limits and other terms and conditions and through prudent underwriting of each program written. We also seek to limit our loss exposure by geographic diversification. We cannot be sure that any of these loss limitation methods will be effective. There can be no assurance that various provisions of our policies, such as limitations or exclusions from coverage or choice of forum, will be enforceable in the manner we intend, thus substantially increasing the potential exposure we face under such policies.

***If the value of our goodwill is impaired we would be required to write down the value of such assets.***

A portion of our assets is comprised of goodwill, primarily related to our claims adjusting subsidiary Cunningham Lindsey. We test the carrying value of goodwill and other intangible assets for impairment at least annually. Should we identify that the value of goodwill is impaired, we would be required to write down the value of such assets to their fair value. Of Cunningham Lindsey's goodwill of \$193.6 million at December 31, 2006, \$150.4 million was related to its United Kingdom operations. The recoverability of this goodwill is sensitive to the ability of the United Kingdom operations to meet their profit and cash flow forecasts for 2007 and future years. Failure to meet those forecasts could result in a writedown of its goodwill.

***Proceedings by government authorities could materially and negatively impact our business and the market price of our securities.***

On September 7, 2005, we announced that we had received a subpoena from the SEC requesting documents regarding any nontraditional insurance or reinsurance product transactions entered into by the entities in the consolidated group and any non-traditional insurance or reinsurance products offered by the entities in that group. On September 26, 2005, we announced that we had received a further subpoena from the SEC as part of its investigation into such loss mitigation products, requesting documents regarding any transactions in our securities, the compensation for such transactions and the trading volume or share price of such securities. Previously, on June 24, 2005, we announced that our Fairmont subsidiary had received a subpoena from the SEC requesting documents regarding any nontraditional insurance product transactions entered into by Fairmont with General Re Corporation or affiliates thereof. The U.S. Attorney's office for the Southern District of New York is reviewing documents produced by us to the SEC and is participating in the investigation of these matters. We are cooperating fully with these requests. We have prepared presentations and provided documents to the SEC and the U.S. Attorney's office, and our employees, including senior officers, have attended or have been requested to attend interviews conducted by the SEC and the U.S. Attorney's office.

The Company and Prem Watsa, our Chief Executive Officer, received subpoenas from the SEC in connection with the answer to a question on the February 10, 2006 investor conference call concerning the review of our finite reinsurance contracts. In the fall of 2005, we prepared and provided to the SEC a list intended to identify certain finite contracts and contracts with other non-traditional features of all Fairfax group companies. As part of the 2005 year-end reporting and closing process, we internally reviewed all of the contracts on the list provided to the SEC and some additional contracts as deemed appropriate. That review led to the restatement by OdysseyRe. That review also led to some changes in accounting for certain contracts at nSpire Re. Subsequently, during 2006 following an internal review of the Company's consolidated financial statements and accounting records that was undertaken in contemplation of the commutation of the Swiss Re corporate insurance cover, we also restated various of our previously reported consolidated financial statements and related disclosures. That restatement included a restatement of the accounting for certain reinsurance contracts that were commuted in 2004 to apply the deposit method of accounting rather than reinsurance accounting. All of the above noted items and related adjustments are reflected in our comparative results. We continue to respond to requests for information from the SEC and there can be no assurance that the SEC's review of documents provided will not give rise to further adjustments.

We understand that the SEC has issued subpoenas to various third parties involved in the matters which are the subject of the SEC subpoenas issued to us, including our independent auditors (which in Canada received a letter requesting cooperation and in the U.S. received a subpoena) and a shareholder (that has previously disclosed receipt of a subpoena). In addition, it is possible that other governmental and enforcement agencies will seek to review information related to these matters, or that we, or other parties with whom we interact, such as customers or shareholders, may become subject to direct requests for information or other inquiries by such agencies.

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These inquiries are ongoing and we continue to comply with requests for information from the SEC and the U.S. Attorney's office. At the present time we cannot predict the outcome from these outstanding inquiries or the ultimate effect on our business, operations or financial condition, which effect could be material and adverse. The financial cost to us to address these matters has been and is likely to continue to be significant. We expect that these matters will continue to require significant management attention, which could divert management's attention away from our business. In addition, we could be materially adversely affected by negative publicity related to these inquiries or any similar proceedings. Any of the possible consequences noted above, or the perception that any of them could occur, could have an adverse effect upon the market price for our securities.

***We are subject to significant pending civil litigation, which will be expensive and time consuming and if decided against us, could require us to pay substantial judgments or settlements***

During 2006, several lawsuits seeking class action status were filed against us and certain of our officers and directors in the United States District Court for the Southern District of New York. The Court made an order consolidating the various pending lawsuits and granted the single remaining motion for appointment as lead plaintiffs. The Court also issued orders approving scheduling stipulations filed by the parties to the consolidated lawsuit. On February 8, 2007, the lead plaintiffs filed an amended consolidated complaint, which states that the lead plaintiffs seek to represent a class of all purchasers and acquirers of securities of Fairfax between May 21, 2003 and March 22, 2006 inclusive. The amended consolidated complaint names as defendants Fairfax, certain of our officers and directors, OdysseyRe and our auditors. The amended consolidated complaint alleges that the defendants violated U.S. federal securities laws by making material misstatements or failing to disclose certain material information regarding, among other things, Fairfax's and OdysseyRe's assets, earnings, losses, financial condition, and internal financial controls. The amended consolidated complaint seeks, among other things, certification of the putative class; unspecified compensatory damages (including interest); unspecified monetary restitution; unspecified extraordinary, equitable and/or injunctive relief; and costs (including reasonable attorneys' fees). These claims are at a preliminary stage. The court has scheduled the next conference for April 5, 2007, and pursuant to the scheduling stipulations, the defendants will file their answers or motions to dismiss the amended consolidated complaint on or before May 10, 2007. The ultimate outcome of any litigation is uncertain and should the consolidated lawsuit be successful, the defendants may be subject to an award of significant damages, which could have a material adverse effect on our business, results of operations and financial condition. The consolidated lawsuit may require significant management attention, which could divert management's attention away from our business. In addition, we could be materially adversely affected by negative publicity related to this lawsuit. Any of the possible consequences noted above, or the perception that any of them could occur, could have an adverse effect upon the market price for our securities. Fairfax, OdysseyRe and the named officers and directors intend to vigorously defend against the consolidated lawsuit and our financial statements include no provision for loss.

On July 26, 2006, we filed a lawsuit seeking \$6 billion in damages from a number of defendants. The complaint, filed in Superior Court, Morris County, New Jersey, alleges violations of various state laws, including the New Jersey Racketeer Influenced and Corrupt Organizations Act (RICO), pursuant to which treble damages may be available. The defendants have removed this lawsuit to the District Court for the District of New Jersey, and we have filed a motion to remand the lawsuit to Superior Court, Morris County, New Jersey. There can be no assurance that this lawsuit will be successful.

***Certain business practices of the insurance industry have become the subject of investigations by government authorities and the subject of class action litigation.***

In recent years, the insurance industry has been the subject of a number of investigations, and increasing litigation and regulatory activity by various insurance, governmental and enforcement authorities, concerning certain practices

within the industry. These practices include the payment of contingent commissions by insurance companies to insurance brokers and agents and the extent to which such compensation has been disclosed, the solicitation and provision of fictitious or inflated quotes, the alleged illegal tying of the placement of insurance business to the purchase of reinsurance, and the sale and purchase of finite reinsurance or other non-traditional or loss mitigation insurance products and the accounting treatment for those products. We have received inquiries and informational requests from insurance departments in certain states in which our insurance subsidiaries operate. We

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cannot predict at this time the effect that current investigations, litigation and regulatory activity will have on the insurance or reinsurance industry or our business, whether such activity will expand into areas not yet contemplated, or whether activities or practices currently thought to be lawful will be characterized in the future as unlawful. Our involvement in any investigations and related lawsuits would cause us to incur legal costs and, if we were found to have violated any laws, we could be required to pay fines and damages, perhaps in material amounts. In addition, we could be materially adversely affected by the negative publicity for the insurance industry related to these proceedings, and by any new industry-wide regulations or practices that may result from these proceedings. It is possible that these investigations or related regulatory developments will mandate changes in industry practices in a fashion that increases our costs of doing business or requires us to alter aspects of the manner in which we conduct our business.

## **USE OF PROCEEDS**

Unless we otherwise indicate in the applicable prospectus supplement, we currently intend to use the net proceeds from the sale of our securities for general corporate purposes. We may set forth additional information on the use of net proceeds from the sale of securities we offer under this prospectus in a prospectus supplement relating to the specific offering. We may, from time to time, issue debt instruments, incur additional indebtedness and issue equity securities or warrants other than through the issue of securities pursuant to this prospectus.

## **INSURANCE REGULATORY MATTERS**

We are subject to regulation under the insurance statutes, including insurance holding company statutes, of the various jurisdictions in which our operating subsidiaries are domiciled, including by the federal, state and provincial regulators of the United States, Canada and the United Kingdom. In addition, we are subject to regulation by the insurance regulators of other jurisdictions in which we, or our operating subsidiaries, do business.

### **United States**

#### ***General***

Our United States operating subsidiaries are subject to detailed regulation throughout the United States. Although there is limited federal regulation of the insurance business in the United States, each state has a comprehensive system for regulating insurers operating in that state. The laws of the various states establish supervisory agencies with broad authority to regulate, among other things, licenses to transact business, premium rates for certain coverages, trade practices, market conduct, agent licensing, policy forms, underwriting and claims practices, insurance policy termination, reserve adequacy, transactions with affiliates, and insurer solvency. Many states also regulate investment activities on the basis of quality, distribution and other quantitative criteria. Further, most states compel participation in and regulate composition of various shared market mechanisms. States have also enacted legislation that regulates insurance holding company systems, including acquisitions, dividends, the terms of affiliate transactions, and other related matters. Our United States operating subsidiaries are domiciled in Arizona, California, Connecticut, Delaware, New Jersey, New York, Rhode Island, Texas and Washington.

Insurance companies are also affected by a variety of state and federal legislative and regulatory measures and judicial decisions that define and qualify the risks and benefits for which insurance is sought and provided. These include redefinitions of risk exposure in such areas as product liability, environmental damage and workers' compensation. In addition, individual state insurance departments may prevent premium rates for some classes of insureds from reflecting the level of risk assumed by the insurer for those classes. Such developments may result in adverse effects on the profitability of various lines of insurance. In some cases, these adverse effects on profitability can be minimized, when possible, through the repricing of coverages if permitted by applicable regulations, or the limitation

or cessation of the affected business, which may be restricted by state law.

Most states have insurance laws requiring that property and casualty rate schedules, policy or coverage forms, and other information be filed with each such state's regulatory authority. In many cases, such rates and/or policy forms must be approved prior to use. A few states have recently considered or enacted limitations on the ability of

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insurers to share data used to compile rates. Such limitations have had, and are expected to have, no significant impact on us.

Insurance companies are required to file detailed annual and, in most states, quarterly reports with the state insurance regulators in each of the states in which they do business, and their business and accounts are subject to examination by such regulators at any time. In addition, these insurance regulators periodically examine each insurer's financial condition, adherence to statutory accounting practices, and compliance with insurance department rules and regulations, including market conduct.

### ***Insurance Regulation Concerning Change or Acquisition of Control***

The insurance regulatory codes in our operating subsidiaries' respective domiciliary states each contain similar provisions (subject to certain variations) to the effect that the acquisition of control of a domestic insurer or of any person that directly or indirectly controls a domestic insurer cannot be consummated without the prior approval of the domiciliary insurance regulator. In general, a presumption of control arises from the direct or indirect ownership, control, possession with the power to vote or possession of proxies with respect to 10% or more of the voting securities of a domestic insurer or of a person that controls a domestic insurer. A person seeking to acquire control, directly or indirectly, of a domestic insurance company or of any person controlling a domestic insurance company generally must file with the relevant insurance regulatory authority a statement relating to the acquisition of control containing certain information required by statute and published regulations and provide a copy of such statement to the domestic insurer and obtain the prior approval of such regulatory agency for the acquisition. In addition, certain state insurance laws contain provisions that require pre-acquisition notification to state agencies of a change of control of a non-domestic insurance company admitted in that state. While such pre-acquisition notification statutes do not authorize the state agency to disapprove the change of control, such statutes do authorize certain remedies, including the issuance of a cease and desist order with respect to the non-domestic admitted insurer's doing business in the state if certain conditions exist, such as undue market concentration.

These laws regulating change of control may discourage potential acquisition proposals and may delay, deter or prevent a change of control of Fairfax, including through transactions and in particular unsolicited transactions, that some or all of our shareholders might consider to be desirable.

### ***Regulation of Dividends and Other Payments***

We are a legal entity separate and distinct from our subsidiaries. As a holding company with no other business operations, our primary sources of cash to meet our obligations, including principal and interest payments with respect to indebtedness, are available dividends and other statutorily permitted payments, such as tax allocation payments and management and other fees, from our operating subsidiaries. Our operating subsidiaries are subject to various state statutory and regulatory restrictions, including regulatory restrictions that are imposed as a matter of administrative policy, applicable generally to any insurance company in its state of domicile, which limit the amount of dividends or distributions an insurance company may pay to its shareholders without prior regulatory approval. Ordinary dividends, for which no regulatory approval is generally required, are limited to amounts determined by formula, which varies by state. The formula typically is based on the level of statutory surplus at the end of the prior year, as well as on some measure of statutory earnings for the prior year, both as determined in accordance with Statutory Accounting Principles (SAP), which differs from Canadian and U.S. GAAP. In addition, dividends generally may be paid only out of earned surplus as defined by each state. In every case, surplus subsequent to the payment of any dividends must be reasonable in relation to an insurance company's outstanding liabilities and must be adequate to meet its financial needs.

No assurance can be given that some or all of our operating subsidiaries domiciliary states will not adopt statutory provisions more restrictive than those currently in effect.

If insurance regulators determine that payment of a dividend or any other payments to an affiliate (such as payments under a tax-sharing agreement or payments for employee or other services) would, because of the financial condition of the paying insurance company or otherwise, result in such insurance company being in a hazardous financial condition, the regulators may prohibit such payments that would otherwise be permitted without prior approval.



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### ***Statutory Surplus and Capital***

In connection with the licensing of insurance companies, an insurance regulator may limit or prohibit the writing of new business by an insurance company within its jurisdiction when, in the regulator's judgment, the insurance company is not maintaining adequate statutory surplus or capital. We do not currently anticipate that any regulator would limit the amount of new business that our operating subsidiaries may write given their current levels of statutory surplus and capital.

### ***Risk-Based Capital***

In order to enhance the regulation of insurer solvency, the National Association of Insurance Commissioners (NAIC) adopted risk-based capital (RBC) requirements for property and casualty insurance companies. These RBC requirements, which have been codified in most US jurisdictions, are designed to monitor capital adequacy and to raise the level of protection that statutory surplus provides for policyholders. The RBC formula measures four major areas of risk facing property and casualty insurers: (i) underwriting risk, which is the risk of errors in pricing and reserve setting; (ii) asset risk, which is the risk of asset default for fixed-income assets and loss in market value for equity assets; (iii) credit risk, which is the risk of losses from unrecoverable reinsurance and the inability of insurers to collect agents' balances; and (iv) off-balance sheet risk, which is primarily the risk created by excessive growth. The RBC formula provides a mechanism for the calculation of an insurance company's Authorized Control Level (ACL) RBC amount.

The NAIC RBC model law stipulates four levels of regulatory action with the degree of regulatory intervention increasing as the ratio of surplus to RBC decreases. The initial level, the Company Action Level, requires the insurance company to submit a plan of corrective action to the relevant insurance commissioner if its surplus falls below 200% of the ACL amount (or below 250% of the ACL amount, when there has been a negative trend as defined under the model law). The next level, the Regulatory Action Level, requires the company to submit a plan of corrective action and also allows the regulator to perform an examination of the company's business and operations and issue a corrective order if the surplus falls below 150% of the ACL amount. The third level, the ACL, permits the regulator to place the company under regulatory control, including rehabilitation or liquidation, if its surplus falls below 100% of that amount. The final action level, the Mandatory Control Level, requires the insurance commissioner to place the company under regulatory control if its surplus falls below 70% of the ACL amount.

### ***NAIC IRIS Ratios***

In the 1970s, the NAIC developed a set of financial relationships or tests called the Insurance Regulatory Information System (IRIS) that was designed to facilitate early identification of companies that may warrant special attention by insurance regulatory authorities. Insurance companies submit data on an annual basis to the NAIC, which in turn analyzes the data utilizing ratios covering 12 categories of financial data with defined usual ranges for each category. An insurance company may fall out of the usual range for one or more ratios because of specific transactions that are in themselves immaterial or eliminated at the consolidated level. Generally, an insurance company may become subject to increased scrutiny if it falls outside the usual ranges on four or more of the ratios. Certain IRIS ratios of some of our operating subsidiaries fall outside of the usual ranges. In all instances where follow-up information has been requested, our responses have not resulted in additional requests or further action.

### ***Investment Regulation***

Our operating subsidiaries are subject to state laws and regulations that require diversification of investment portfolios and that limit the amount of investments in certain investment categories. Failure to comply with these laws and

regulations may cause non-conforming investments to be treated as non-admitted assets for purposes of measuring statutory surplus and, in some instances, would require divestiture. As of the date of this prospectus, we believe our investments comply with such laws and regulations in all material respects.

**Table of Contents*****Credit for Reinsurance and Licensing***

A primary insurer ordinarily will enter into a reinsurance agreement only if it can obtain credit for the reinsurance ceded on its statutory financial statements. In general, credit for reinsurance is allowed in the following circumstances: (1) if the reinsurer is licensed in the state in which the primary insurer is domiciled or, in some instances, in certain states in which the primary insurer is licensed; (2) if the reinsurer is an accredited or otherwise approved reinsurer in the state in which the primary insurer is domiciled or, in some instances, in certain states in which the primary insurer is licensed; (3) in some instances, if the reinsurer (a) is domiciled in a state that is deemed to have substantially similar credit for reinsurance standards as the state in which the primary insurer is domiciled and (b) meets certain financial requirements; or (4) if none of the above apply, to the extent that the reinsurance obligations of the reinsurer are collateralized appropriately, typically through the posting of a letter of credit for the benefit of the primary insurer or the deposit of assets into a trust fund established for the benefit of the primary insurer. As a result of the requirements relating to the provision of credit for reinsurance, our United States insurance subsidiaries face the above constraints in their dealings with out-of-state reinsurers and our reinsurance subsidiaries are indirectly subject to certain regulatory requirements imposed by jurisdictions in which ceding companies are licensed.

***Guaranty Funds***

All 50 states have separate insurance guaranty fund laws requiring property and casualty insurance companies doing business within their respective jurisdictions to be members of their guaranty associations. These associations are organized to pay covered claims (as defined and limited by the various guaranty association statutes) under insurance policies issued by insolvent insurance companies. Such guaranty association laws, except the one applicable in New York, create post-assessment associations that make assessments against member insurers to obtain funds to pay association covered claims after an insurer becomes insolvent. These associations levy assessments (up to prescribed limits) on all member insurers in a particular state on the basis of the proportionate share of the premiums written by member insurers in the covered lines of business in that state. Maximum assessments permitted by law in any one year generally vary between 1% and 2% of annual premiums written by a member in that state. New York has a pre-assessment guaranty fund, which makes assessments prior to the occurrence of an insolvency. Florida, New Jersey, New York and Pennsylvania have created, by statute, a separate guaranty association for workers compensation business. Some states permit member insurers to recover assessments paid through surcharges on policyholders or through full or partial premium tax offsets, while other states permit recovery of assessments through the rate filing process.

Our policy is to accrue for insolvencies when the loss is probable and the assessment amount can be reasonably estimated. In the case of most insurance insolvencies, our ability to reasonably estimate the insolvent insurer's liabilities or develop a meaningful range of the insolvent insurer's liabilities is significantly impaired by inadequate financial data with respect to the estate of the insolvent company as supplied by the guaranty funds. Although the amounts of any future assessments by guaranty funds cannot be predicted with certainty, we believe that future guaranty association assessments for known insurer insolvencies will not have a material adverse effect on our results of operations or financial condition.

***Shared Markets***

As a condition of their licenses to do business, our operating subsidiaries are required to participate in mandatory property and casualty shared market mechanisms or pooling arrangements, which provide various types of insurance coverage to individuals or other entities that are otherwise unable to purchase such coverage in the commercial insurance marketplace. Our United States operating subsidiaries' participation in such shared markets or pooling mechanisms is generally proportionate to the amount of each of our operating subsidiaries' direct premiums written for

the type of coverage written by the specific pooling mechanism in the applicable state.

Many states have laws that established second-injury funds to provide compensation to injured employees for aggravation of a prior condition or injury. Insurers writing workers compensation in those states having second-injury funds are subject to the laws creating the funds, including the various funding mechanisms that those states have adopted to fund the second-injury funds. Several of the states having larger second-injury funds utilize a

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premium surcharge that effectively passes the cost of the fund on to policyholders. Other states assess the insurer based on paid losses and allow the insurer to recoup the assessment through future premium rates.

Commercial automobile insurance and workers' compensation lines have mandatory pooling arrangements on a state-by-state basis for segments of the market that have difficulty finding coverage from insurers. The shared market mechanisms for providing commercial automobile coverages are generally assigned risk plans, reinsurance facilities and joint underwriting facilities. Additionally, another pooling mechanism, a Commercial Automobile Insurance Procedure (CAIP), uses a limited number of servicing carriers to handle assignments from other insurers. The CAIP servicing carrier is paid a fee for the responsibility of handling the commercial automobile policy and paying claims. For workers' compensation, the pooling in each state is generally in the form of a reinsurance-type arrangement with servicing carriers providing the policy services and claims handling services. The National Council of Compensation Insurance provides services for calculating member pooling of losses and expenses in 32 states, with the remainder of the states having their own independent servicing plans. Certain of our operating subsidiaries participate in the Florida Hurricane Catastrophe Fund, a state-mandated catastrophe reinsurance fund. Business insurance is also subject to pooled insurance on a small scale for commercial properties insured through the various Fair Access to Insurance Requirements Plans that exist in most states.

The amount of future losses or assessments from the shared market mechanisms and pooling arrangements described above cannot be predicted with certainty. The underwriting results of these pools traditionally have been unprofitable. Although it is possible that future losses or assessments from such mechanisms and pooling arrangements could have a material adverse effect on our results of operations, we do not expect future losses or assessments to have a material adverse effect on our liquidity or capital resources.

### ***Liquidation of Insurers***

The liquidation of United States insurance companies, including reinsurers, is generally conducted pursuant to state insurance law. In the event of the liquidation of one of our United States operating insurance subsidiaries, liquidation proceedings would be conducted by the insurance regulator of the state in which the subsidiary is domiciled, which would serve as the domestic receiver of its properties, assets and business. Liquidators located in other states (known as ancillary liquidators) in which we conduct business may have jurisdiction over assets or properties located in such states under certain circumstances. In a liquidation, policyholders would have priority over investors.

### ***Privacy Regulation***

The Gramm-Leach-Bliley Act and regulations promulgated under the Act, as well as state privacy statutes and regulations, govern the privacy of consumer financial information. The regulations limit disclosure by financial institutions of nonpublic personal information about individuals who obtain financial products or services for personal, family, or household purposes. The Act and the regulations, as well as state privacy laws, generally apply to disclosures to nonaffiliated third parties, subject to specified exceptions, but not to disclosures to affiliates. Privacy regulation is an evolving area of state and federal regulation, which requires us to continue to monitor developments.

### ***Terrorism Risk Insurance Act of 2002***

The Terrorism Risk Insurance Act of 2002 (TRIA) established a program under which the U.S. federal government will share with the insurance industry the risk of loss from certain acts of terrorism certified as such by the Secretary of the Treasury. TRIA provides federal reimbursement only for acts of terrorism committed on behalf of foreign persons or foreign interests, and is subject to certain other limitations and restrictions. With the enactment on December 22, 2005 of the Terrorism Risk Insurance Extension Act of 2005, TRIA has now been modified and extended to cover insured losses arising out of acts of terrorism occurring on or before December 31, 2007. The

program is applicable to substantially all commercial property and casualty lines of business (with the notable exception of reinsurance), and participation by insurers writing such lines is mandatory. Under TRIA, insurers are required to offer coverage for losses arising from acts of terrorism certified by the Secretary of the Treasury on terms and in amounts which may not differ materially from other policy coverages.

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Under TRIA, the federal government will reimburse insurers for a percentage of covered losses above a defined insurer deductible. The deductible for each participating insurer is based on a percentage of the direct earned premiums in the preceding calendar year of the insurer, defined to include its subsidiaries and affiliates. In 2007, the deductible is equal to 20% of the insurer's direct earned premiums for 2006. For losses occurring in 2007, the federal government will reimburse 85% of covered losses over the deductible. However, no federal reimbursement is available unless the aggregate industry-wide losses from a certified act of terrorism occurring in 2007 exceed \$100 million. Under certain circumstances, the federal government may require insurers to levy premium surcharges on policyholders to recoup for the federal government its reimbursements paid.

Although TRIA is scheduled to expire on December 31, 2007, Congress is expected to introduce legislation for its extension later this year. However, even if TRIA is extended, it is not clear how much protection the federal government will provide to the insurance industry against terrorism losses occurring after December 31, 2007. While the provisions of TRIA and the purchase of certain terrorism reinsurance coverage mitigate our exposure in the event of a large-scale terrorist attack, our effective deductible is significant. Further, our exposure to losses from terrorist acts is not limited to certified acts of terrorism covered by TRIA since terrorism committed on behalf of US persons or interests is generally not excluded from our policies and, regardless of TRIA, some state insurance regulators do not permit terrorism exclusions for various coverages or causes of loss. Accordingly, we continue to monitor carefully our concentrations of risk.

### ***Possible Legislative and Regulatory Changes***

In recent years, the insurance industry has been subject to increased scrutiny by regulators and legislators. The NAIC and a number of state legislatures have considered or adopted legislative proposals that alter and, in many cases, increase the authority of state agencies to regulate insurance companies and holding company systems. In addition, several committees of Congress have made inquiries and conducted hearings as part of a broad study of the regulation of insurance companies, and legislation has been introduced in several of the past sessions of Congress which, if enacted, could result in the federal government assuming some role in the regulation of the insurance industry, such as through the establishment of federally chartered insurers, or the repeal or curtailment of the McCarran-Ferguson Act (which constitutes the primary federal legislative authorization for state-based insurance regulation). Although the federal government does not regulate the business of insurance directly, federal initiatives often affect the insurance business in a variety of ways.

The Fairness in Asbestos Injury Resolution Act of 2005 ( FAIR ) would have largely removed asbestos claims from the courts in favor of an administrative process that would pay awards out of a trust fund on a "no fault" basis to claimants meeting asbestos exposure and medical criteria. The proposed trust would have been funded by contributions from corporate defendants, insurers and existing bankruptcy trusts. In February 2006, the U.S. Senate effectively denied passage of FAIR. At this time, we are unable to predict what asbestos-related legislation, if any, may be proposed in the future, or the impact such legislation may have on our operations.

Finally, the ongoing investigations discussed above of insurance industry business practices may result in new laws or regulations at the state or federal level. See Risk Factors Certain business practices of the insurance industry have become the subject of investigations by government authorities and the subject of class action litigation .

It is not possible to predict the outcome of any of the foregoing legislative, administrative or congressional activities or the potential effects thereof on us.

## **Canada**

***General***

Each of our Canadian insurance subsidiaries is federally incorporated under the *Insurance Companies Act (ICA)* and is licensed under insurance legislation in each of the provinces and territories in which it operates.

The ICA and provincial legislation require the filing by our Canadian insurance subsidiaries of annual and other reports on their financial condition, impose restrictions on transactions with related parties and set forth requirements governing reserves for actuarial liabilities and the safekeeping of assets and other matters. The ICA is



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administered, and the activities of our insurance subsidiaries are supervised, by the Office of the Superintendent of Financial Institutions (OSFI). OSFI conducts examinations to ensure compliance with applicable legislation and to confirm the financial condition of the companies.

### ***Investment Powers***

Under the ICA, an insurance company must maintain a prudent portfolio of investments and loans, subject to certain overall limitations on the amount it may invest in certain classes of investments, such as commercial loans, real estate and equities. Additional restrictions (and in some cases, the need for regulatory approvals) limit the nature of an insurance company's investments.

### ***Capital Requirements***

Property and casualty insurers are required to meet a Minimum Capital Test (MCT) that assesses the insurer's capital available to capital required. Federally regulated property and casualty insurers, including our Canadian insurance subsidiaries, must maintain available capital equal to at least the minimum capital requirement. OSFI expects insurers to establish a target capital level above the minimum requirement, and to maintain ongoing capital, at no less than the supervisory target of 150% of the MCT amount. However, OSFI may, on a case-by-case basis, establish in consultation with an insurer an alternate supervisory target based upon the company's risk profile. The ICA requires property and casualty insurance companies to maintain a minimum amount of capital calculated by reference to, and varying with, the risk characteristics of each category of on and off-balance sheet assets held by the company, policy liabilities and reinsurance receivable and recoverable. This MCT calculation typically requires the application of quantitative factors to assets, as well as to certain off-balance sheet items, based on a number of prescribed risk components. The calculation of policy liabilities takes into account the risk associated with variations in claims, provisions, possible inadequacy of provisions for unearned premiums and the occurrence of catastrophes. The calculation of reinsurance receivable and recoverable includes the risk of default for recoverables from reinsurers arising from both credit and actuarial risk.

### ***Restrictions on Dividends and Capital Transactions***

Our insurance subsidiaries require regulatory approval prior to withdrawal of capital and, in certain circumstances, prior to the payment of dividends. The ICA prohibits the declaration or payment of any dividend on shares of an insurance company if there are reasonable grounds for believing a company is, or the payment of the dividend would cause the company to be, in contravention of applicable capital requirements. The ICA also prohibits the declaration or payment of a dividend in any financial year without OSFI approval if, at the time the dividend is declared, the total of the dividends declared by the company in that year would exceed the company's aggregate net income up to that time in that year and its retained net income for the preceding two financial years. The ICA also requires an insurance company to notify the Superintendent of Financial Institutions of the declaration of a dividend at least 10 days prior to the date fixed for its payment. Similarly, the ICA prohibits the purchase for cancellation of any shares issued by an insurance company or the redemption of any redeemable shares or other similar capital transactions, if there are reasonable grounds for believing that the company is, or the payment would cause the company to be, in contravention of its applicable capital requirements. These latter transactions would also require the prior approval of the Superintendent of Financial Institutions.

### ***Constraints on Shares***

The ICA contains certain restrictions on the purchase or other acquisition, issue, transfer and voting of any shares of an insurance company. Pursuant to these restrictions, no person is permitted to acquire shares of any of our Canadian insurance subsidiaries, or to acquire control of a company who holds such an interest, if the acquisition would cause

the person to have a significant interest in any class of shares of the company, unless the prior approval of the Minister of Finance (Canada) is obtained. In addition, we are not permitted to record any transfer or issue of shares of an insurance subsidiary if the transfer or issue would cause the person to have a significant interest in the company and such interest has not been approved. No person who has a significant interest in such a company may exercise any voting rights attached to the shares held by such, person unless the prior approval of the Minister of Finance (Canada) is obtained. If a person contravenes any of these restrictions, the Minister of Finance (Canada)

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may, by order, direct that person to dispose of all or any portion of those shares. For these purposes, a person has a significant interest in a class of shares of an insurance company where the aggregate of any shares of that class beneficially owned by that person, or an entity controlled by that person and by any person associated or acting jointly or in concert with that person, exceeds 10% of all outstanding shares of that class of shares of the company.

### ***Provincial Insurance Regulation***

Each of our insurance subsidiaries is subject to provincial and territorial regulation and supervision in each of the provinces and territories of Canada in which they carry on business. Provincial insurance regulations deal primarily with the form of insurance contracts and the sale and marketing of insurance products, including licensing and supervision of insurance distributors. In the provinces of Alberta, Ontario, New Brunswick and Newfoundland premium rates for automobile insurance are regulated by public authorities. They require insurers to submit proposed rates to a regulatory body and have them approved before use. The approval process may also involve a hearing. With respect to insurance policies, provincial regulation automatically deems different insurance contracts to include certain terms that cannot be changed without the approval of the relevant regulatory authority.

### ***Property and Casualty Insurance Compensation Corporation (PACICC)***

The Canadian property and casualty insurance industry created PACICC to provide Canadian policyholders with protection, within limits, against the loss of policy benefits in the event of the insolvency of their insurance company. PACICC is funded by its member insurance companies, including our Canadian property and casualty insurance subsidiaries.

## **United Kingdom**

### ***Acquisition or Change of Control***

The United Kingdom Insurance Companies Act of 1982 requires prior approval by the Financial Services Authority of anyone proposing to become a controller of an insurance company or a reinsurance company that carries on business in the United Kingdom but which is incorporated outside the United Kingdom. In this case, any company or individual who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the insurance company or reinsurance company or of a body corporate of which it is a subsidiary, is considered a controller. The operating subsidiaries of OdysseyRe in its London Market division carry on business in the United Kingdom.

Under the bylaws made by Lloyd's pursuant to the Lloyd's Act of 1982, the prior written approval of the Council of Lloyd's is required of anyone proposing to become a controller of any Lloyd's Managing Agency. Any company or individual that holds 10% or more of the shares in the managing agency company, or is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Lloyd's Managing Agency or, in both cases, of another company of which the Lloyd's Managing Agency is a subsidiary, is considered a controller. Newline, a subsidiary of OdysseyRe, is a Lloyd's Managing Agency.

### ***Dividends***

U.K. law prohibits any U.K. company from declaring a dividend to its stockholders unless such company has profits available for distribution. The determination of whether a company has profits available for distribution is based on a company's accumulated realized profits less its accumulated realized losses. While there are no additional statutory restrictions imposed by the United Kingdom insurance regulatory laws upon an insurer's ability to declare dividends, insurance regulators in the United Kingdom strictly control the maintenance of each insurance company's solvency

margin within their jurisdiction and may restrict an insurer from declaring a dividend beyond a level which the regulators determine would adversely affect an insurer's solvency requirements. It is common practice in the United Kingdom to notify regulators in advance of any significant dividend payment.

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**DESCRIPTION OF DEBT SECURITIES**

We may issue debt securities from time to time in one or more series. This section summarizes the general terms and provisions of the debt securities that will be common to all series that we offer pursuant to this prospectus. The specific terms relating to any series of our debt securities that we offer will be described in a prospectus supplement. You should read the applicable prospectus supplement for the terms of the series of debt securities offered. Because the terms of specific series of debt securities offered may differ from the general information that we have provided below, you should rely on information in the applicable prospectus supplement that contradicts any information below.

As required by U.S. federal law for all bonds and notes of companies that are publicly offered, the debt securities will be governed by a document called an indenture. An indenture is a contract between a financial institution, acting on your behalf as trustee of the debt securities offered, and us. The debt securities will be issued pursuant to an indenture dated as of December 1, 1993, among us, The Bank of New York, as the successor U.S. trustee, and CIBC Mellon Trust Company, as the successor Canadian trustee. The U.S. trustee and the Canadian trustee are referred to together in this prospectus as the trustees. When we refer to the indenture in this prospectus, we are referring to the indenture dated December 1, 1993 under which your debt securities will be issued, as supplemented by any supplemental indenture which may be applicable to your debt securities. The trustees have two main roles. First, subject to some limitations on the extent to which the trustees can act on your behalf, the trustees can enforce your rights against us if we default on our obligations under the indenture. Second, the trustees perform certain administrative duties for us.

The following section is a summary of the principal terms and provisions of the indenture. This summary is not complete. Because this section is a summary, it does not describe every aspect of the debt securities or the indenture. If we refer to particular provisions in the indenture, such provisions, including the definition of terms, are incorporated by reference in this prospectus as part of this summary. We urge you to read the indenture and any supplements thereto that are applicable to you because the indenture, as supplemented, and not this section, defines your rights as a holder of debt securities.

**General**

The debt securities offered hereby will be our unsecured obligations. The debt securities will be either our senior unsecured obligations issued in one or more series and referred to herein as the senior debt securities, or our subordinated unsecured obligations issued in one or more series and referred to herein as the subordinated debt securities. The senior debt securities will rank equal in right of payment to all of our other unsecured and unsubordinated indebtedness. The subordinated debt securities will be subordinated in right of payment to the prior payment in full of our senior debt securities and our senior indebtedness.

You should read the applicable prospectus supplement for the terms of the series of debt securities offered. The terms of the debt securities described in such prospectus supplement will be set forth in the indenture and in one or more resolutions of our board of directors, or pursuant to authority granted by one or more resolutions of our board of directors, or established pursuant to one or more supplemental indentures and may include the following, as applicable to the series of debt securities offered thereby:

the title of the debt securities;

any limit upon the aggregate principal amount of the debt securities that may be authenticated and delivered under the indenture;

the date or dates on which the principal of the debt securities is payable;

the rate or rates at which the debt securities will bear interest, if any, the date or dates from which interest will accrue and the dates on which interest will be payable;

the basis upon which interest will be calculated if other than on the basis of a 360-day year of twelve 30-day months;

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the place or places, if any, other than or in addition to the City of New York, where the principal of (and premium, if any) and any interest on debt securities will be payable, any debt securities may be surrendered for registration of transfer, debt securities may be surrendered for exchange and the place or places where notices or demands to or upon us in respect of the debt securities may be served;

whether we have the option to redeem the debt securities, whether in whole or in part, and the period or periods within which, the price or prices at which, the currency in which, and other terms and conditions upon which debt securities may be redeemed;

whether we have the obligation, if any, to redeem, repay or purchase the debt securities pursuant to any sinking fund or analogous provision or at the option of a holder of debt securities, and the period or periods within which, the price or prices at which, the currency in which, and other terms and conditions upon which debt securities will be redeemed, repaid or purchased, in whole or in part, pursuant to such obligation;

if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which any debt securities will be issuable;

if other than us or one of the trustees, the identity of each registrar and/or paying agent;

if other than the principal amount, the portion of the principal amount of debt securities that will be payable upon declaration of acceleration;

if other than U.S. dollars, the currency in which payment of the principal of, and premium, if any, or interest, if any, on the debt securities will be payable or in which the debt securities will be denominated;

whether the amount of payments of principal of, and premium, if any, or interest on the debt securities may be determined with reference to a formula or other method, and the manner in which such amounts will be determined;

whether the principal of, and premium, if any, and interest, if any, on the debt securities are to be payable, at our election or at the election of a holder, in a currency other than that in which such debt securities are denominated or stated to be payable, the period or periods within which, and the terms and conditions upon which, such election may be made, and the time and manner of determining the exchange rate between the currency in which such debt securities are denominated or stated to be payable and the currency in which such debt securities are to be so payable;

the designation of the initial exchange rate agent, if any;

any provisions limiting the applicability of, in modification of, in addition to or in lieu of the defeasance provisions of the indenture that will be applicable to the debt securities;

provisions, if any, granting special rights to the holders of debt securities upon the occurrence of such events as may be specified;

any deletions from, modifications of or additions to the events of default or covenants with respect to debt securities, whether or not such events of default or covenants are consistent with the events of default or covenants in the indenture;

whether any debt securities are to be issuable in global form and, if so, whether beneficial owners of interests in any such global security may exchange such interests for debt securities of such series and of like tenor of any authorized form and denomination and the circumstances under which any such exchanges may occur;

the person to whom any interest on any security will be payable, if other than the person in whose name that security is registered at the close of business on the record date for such interest;

if debt securities are to be issuable in definitive form, whether upon original issue or upon exchange of a temporary security of such series, only upon receipt of certain certificates or other documents or satisfaction of other conditions, the form and/or terms of such certificates, documents or conditions;



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any other terms, conditions, rights and preferences, or limitations on such rights and preferences, such as the subordination of the debt securities to our senior debt; and

any other terms specific to the debt securities offered, including whether the debt securities will be senior debt securities or subordinated debt securities.

Unless we indicate differently in the applicable prospectus supplement, the indenture pursuant to which the debt securities are issued does not contain any provisions that give you protection in the event we issue a large amount of debt, or in the event that we are acquired by another entity.

## **Form and Denomination of Debt Securities**

Unless we indicate differently in the applicable prospectus supplement, the debt securities will be denominated in U.S. dollars, in minimum denominations of \$1,000 and multiples thereof.

We may issue the debt securities in registered form, in which case we may issue them either in book-entry form only or in certificated form. We also will have the option of issuing debt securities in non-registered form, as bearer securities, if we issue the securities outside the United States to non-U.S. persons. In that case, the applicable prospectus supplement will set forth the mechanics for holding the bearer securities, including the procedures for receiving payments, for exchanging the bearer securities for registered securities of the same series and for receiving notices. The applicable prospectus supplement will also describe the requirements with respect to our maintenance of offices or agencies outside the United States and the applicable U.S. federal tax law requirements.

## **Form, Exchange and Transfer of Registered Securities**

If we cease to issue registered debt securities in global form, we will issue them:

only in fully registered certificated form; and

unless we indicate otherwise in the applicable prospectus supplement, in denominations of \$1,000 and amounts that are multiples of \$1,000.

Holders may exchange their certificated securities for debt securities of smaller denominations or combined into fewer debt securities of larger denominations, as long as the total principal amount is not changed.

We will maintain an office or agency, specified in the applicable prospectus supplement, in each place of payment for the debt securities where securities of that series may be presented or surrendered for payment, registration of transfer or exchange.

Holders will not be required to pay a service charge to transfer or exchange their certificated securities, but they may be required to pay any tax or other governmental charge associated with the transfer or exchange. The transfer or exchange will be made only if our transfer agent is satisfied with the holder's proof of legal ownership.

If any debt securities of a particular series are redeemable, we may block the transfer or exchange of those debt securities during the period beginning 15 days before the day we mail the notice of redemption and ending on the day of that mailing. We may also refuse to register transfers or exchanges of any debt securities selected for redemption or to register transfers or exchanges of any debt securities surrendered for repayment at the option of the holder, except that we will continue to permit transfers and exchanges of the unredeemed portion of any debt security that will be

partially redeemed.

If a registered debt security is issued in global form, only the depositary will be entitled to transfer and exchange the debt security as described in this subsection because it will be the sole holder of the debt security.

### **Payment and Paying Agents**

On each due date for interest payments on the debt securities, we will pay interest to each person shown on our records as owner of the debt securities at the close of business on a designated day that is in advance of the due date for interest. We will pay interest to each such person even if such person no longer owns the debt security on the interest due date. The designated day on which we will determine the owner of the debt security, as shown on our

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records, is also known as the record date. The record date will usually be about two weeks in advance of the interest due date.

Because we will pay interest on the debt securities to the holders of the debt securities based on ownership as of the applicable record date with respect to any given interest period, and not to the holders of the debt securities on the interest due date (that is, the day that the interest is to be paid), it is up to the holders who are buying and selling the debt securities to work out between themselves the appropriate purchase price for the debt securities. It is common for purchase prices of debt securities to be adjusted so as to prorate the interest on the debt securities fairly between the buyer and the seller based on their respective ownership periods within the applicable interest period.

### ***Payments on Global Securities***

We will make payments on a global security directly to the registered holders generally or a depository or its nominee, and not to any indirect holders who own beneficial interests in the global security. An indirect holder's right to those payments will be governed by the rules and practices of the depository and its participants, as described under **Global Securities** below.

### ***Payments on Certificated Securities***

We will make interest payments on debt securities held in certificated form by mailing a check or by wire transfer to an account maintained by the holder of the certificated securities located in the United States, as shown on our records, as of the close of business on the record date. Alternatively, we may make interest payments by mailing a check for such interest on each due date for interest payments to such holder of the certificated securities. We will make all payments of principal and premium, if any, on the certificated securities by check at our office or agency to be maintained in New York City, New York, and/or at other offices that may be specified in the applicable prospectus supplement or in a notice to holders, against surrender of the certificated security.

### ***Payment When Offices Are Closed***

If payment on a debt security is due on a day that is not a business day, we will make such payment on the next succeeding business day. The indenture provides that such payments will be treated as if they were made on the original due date for payment. A postponement of this kind will not result in a default under any debt security or indenture, and no interest will accrue on the amount of any payment that is postponed in this manner.

**Book-entry and other indirect holders should consult their banks or brokers for information on how they will receive payments on their debt securities.**

### **Events of Default**

You will have special rights if an Event of Default occurs with respect to your debt securities and such Event of Default is not cured, as described later in this subsection.

Unless otherwise specified in the applicable prospectus supplement, the term **Event of Default** with respect to the debt securities offered means any of the following:

We do not pay the principal of, or any premium on, the debt security on its due date.

We do not pay interest on the debt security within 30 days of its due date.

We do not deposit any sinking fund payment, if applicable, with respect to the debt securities on its due date.

We remain in breach of a covenant or warranty (other than any payment covenant or a covenant or warranty included solely for the benefit of a different series of debt securities) in the indenture for 60 days after we receive a written notice of default stating that we are in breach. The notice must be sent by either of the trustees or the holders of at least 25% of the principal amount of the debt securities of the affected series.

We default in the payment, at the stated maturity, of any of our indebtedness for borrowed money in excess of \$10 million, or such indebtedness is accelerated, if such indebtedness has not been discharged, or such

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acceleration has not been rescinded or annulled, within 10 days after written notice has been given by either trustee, or the holders of at least 25% of the principal amount of all of the outstanding debt securities.

We file for bankruptcy or certain other events of bankruptcy, insolvency or reorganization occur.

Any other Event of Default that may be described in the applicable prospectus supplement, and set forth in the applicable supplemental indenture, occurs.

An Event of Default for a particular series of debt securities does not necessarily constitute an Event of Default for any other series of debt securities issued under the indenture.

***Remedies if an Event of Default Occurs***

If an Event of Default has occurred and has not been cured within the applicable time period, the trustees or the holders of 25% in principal amount of the debt securities of the affected series (or, in some cases, the holders of 25% in principal amount of the debt securities of all series) may declare the entire principal amount of all the debt securities of that series to be immediately due and payable. This is called a declaration of acceleration of maturity. A declaration of acceleration of maturity may be rescinded in certain circumstances by the holders of at least a majority in principal amount of the debt securities of the affected series or of all series, as the case may be. A declaration of acceleration of maturity following an event of default caused by a default in payment or acceleration of any of our indebtedness for borrowed money will be automatically annulled if such indebtedness is discharged or the holders of such indebtedness rescind their declaration of acceleration.

The trustees may withhold notice to the holders of debt securities of any default, except in the payment of principal or interest or the payment of any sinking fund installment, if they consider the withholding of notice to be in the best interests of the holders. Additionally, the trustees are not required to take any action under the indenture at the request of any of the holders of the debt securities unless such holders offer the trustees reasonable protection from expenses and liability (called an indemnity). If reasonable indemnity is provided, the holders of a majority in principal amount of the outstanding debt securities of the relevant series may direct the time, method and place of conduct of any lawsuit or other formal legal action seeking any remedy available to the trustees. The trustees may refuse to follow those directions in certain circumstances. No delay or omission in exercising any right or remedy will be treated as a waiver of that right, remedy or Event of Default.

Before a holder is allowed to bypass the trustees and bring its own lawsuit or other formal legal action or take other steps to enforce its rights or protect its interests relating to its debt securities, the following must occur:

The holder must give the trustee written notice that an Event of Default has occurred and remains uncured.

The holders of 25% in principal amount of all outstanding debt securities of the relevant series or, in some cases, of all series must make a written request that the trustee take action because of the default that has occurred and must offer reasonable indemnity to the trustee against the cost and other liabilities of taking that action.

The trustee must not have taken any action for 60 days after receipt of the above notice, request and offer of indemnity.

The holders of a majority in principal amount of the debt securities of the relevant series or, in some cases, of all series must not have given the trustee a direction inconsistent with the above notice or request.

Notwithstanding the above, a holder is entitled at any time to bring a lawsuit for the payment of money due on your debt securities on or after the due date for payment.

Holders of a majority in principal amount of the debt securities of the affected series or, in some cases, of all series may waive any past defaults other than:

the payment of principal, or any premium or interest, on the affected series of debt securities; or

a default in respect of a covenant that cannot be modified or amended without the consent of each holder of the affected series of debt securities.

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**Book-entry and other indirect holders should consult their banks or brokers for information on how to give notice or direction to or make a request of the trustee, and how to declare or rescind an acceleration of maturity on their debt securities.**

### **Limitations on Liens on Capital Stock of Restricted Subsidiaries**

The indenture provides that we may not, and may not permit any subsidiary to, create, assume, incur or suffer to exist any lien, other than a purchase money lien, upon any capital stock of any restricted subsidiary, to secure any obligation, other than the debt securities, without in any such case making effective provision whereby all of the outstanding securities shall be directly secured equally and ratably with such obligation. This restriction will not apply, however, to (i) liens on the capital stock of any restricted subsidiary securing obligations outstanding from time to time under any bank credit facility, *provided* that the principal amount of all such obligations secured by liens on the capital stock of any restricted subsidiary, at the time of each incurrence of any portion of such obligation, does not exceed 15% of the sum of (A) our consolidated shareholders' equity at the end of our most recently completed fiscal quarter immediately preceding such incurrence for which financial statements are or are required to be available and (B) the aggregate principal amount of all obligations which are outstanding under any bank credit facility immediately after giving effect to such incurrence and which are secured by liens on the capital stock of a restricted subsidiary, and (ii) liens securing obligations from us to any wholly-owned restricted subsidiary or from any wholly-owned restricted subsidiary to us or any other wholly-owned restricted subsidiary. A restricted subsidiary is any subsidiary that is a licensed insurance company, other than any licensed insurance company that our board of directors, in good faith, determines is not, individually or together with any other licensed insurance company as to which a similar determination has been made, material to our business, considered as a whole.

### **Merger or Consolidation**

Unless otherwise specified in the applicable prospectus supplement, the terms of the indenture will generally permit us to amalgamate or consolidate with or merge into another corporation or convey, transfer or lease substantially all of our assets to another corporation. However, we may not take any of these actions unless, among other things, the following conditions are met:

in the event that, as a result of the transaction, we are not the surviving entity or we convey, transfer or lease all or substantially all of our assets, the surviving entity must be a corporation, partnership or trust organized under the laws of a jurisdiction in Canada or the United States and such entity must agree to be legally responsible for the debt securities; and

after giving effect to the transaction, no Event of Default shall have occurred or be continuing.

### **Modification or Waiver**

There are three types of changes we can make to the indenture and the debt securities issued thereunder.

#### ***Changes Not Requiring Consent of Holders***

There are certain changes that we may make to your debt securities without your specific approval and without any vote of the holders of the debt securities of the same series. Without your approval, we will be permitted to:

evidence the succession of another person to our obligations;

add covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred to us in the indenture;

add any additional Events of Default;

add to or change any of the provisions of the indenture to the extent necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to provide for uncertificated debt securities, in compliance with applicable laws and regulations;



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change or eliminate any of the provisions of the indenture; *provided* that any such change or elimination shall become effective only when there are no debt securities outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;

secure the debt securities pursuant to the requirements of the covenant described under Limitation on Liens of Capital Stock of Restricted Subsidiaries ;

establish the form or terms of securities of any series as permitted by the indenture;

evidence and provide for the acceptance of appointment of a successor trustee with respect to the debt securities of one or more series and to add to or change any of the provisions of the indenture as is necessary to provide for or facilitate the administration of any trusts established under the indenture by more than two trustees;

close the indenture with respect to the authentication and delivery of additional series of debt securities, to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under the indenture; *provided* that any such action will not adversely affect the interests of the holders of debt securities of any series in any material respect; or

supplement any of the provisions of the indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of debt securities; *provided* that any such action will not adversely affect the interests of the holders of debt securities of such series or any other series of debt securities in any material respect.

***Changes Requiring Consent of Holders***

First, there will be changes that we will not be permitted to make to the terms or provisions of your debt securities without your specific approval. Subject to the provisions of the indenture, without your specific approval, we will not be permitted to:

change the stated maturity of the principal of, or interest on, your debt securities;

reduce the principal amount of, or premium, if any, or interest on, your debt securities;

reduce the amount of principal payable upon acceleration of maturity of your debt securities;

make any change that adversely affects any right of repayment at your option;

change the place or currency of payment on your debt securities;

impair your right to sue for payment on your debt securities;

reduce the percentage of holders of outstanding debt securities of your series or of all series whose consent is needed to waive compliance with certain provisions of the indenture or to waive certain defaults of the indenture; or

modify any of the provisions of the indenture dealing with modification, waiver of past defaults or the waiver of certain covenants relating to your debt securities except to increase the percentage of holders of the debt securities required to approve certain matters or to require all holders of debt securities to approve certain matters.

***Changes Requiring Majority Approval***

Subject to the provisions of the indenture, any other change to, or waiver of, any provision of the indenture and the debt securities issued pursuant thereto would require the following approval:

If the change affects only one series of debt securities, it must be approved by the holders of a majority in principal amount of the outstanding debt securities of that series.

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If the change affects more than one series of debt securities issued under the indenture, it must be approved by the holders of a majority in principal amount of the outstanding debt securities of all series affected by the change, with all affected series voting together as one class for this purpose.

Waiver of our compliance with certain provisions of the indenture must be approved by the holders of a majority in principal amount of the outstanding debt securities of all series issued under the indenture, voting together as one class for this purpose, in accordance with the terms of the indenture.

In each case, the required approval must be given in writing.

## **Satisfaction and Discharge**

The indenture will cease to be of further effect with respect to any series of debt securities and the trustees will execute proper instruments acknowledging satisfaction and discharge of the indenture as to a particular series of debt securities, when (A) either (1) all debt securities of such series authenticated and delivered have been delivered to the trustees for cancellation or (2) all debt securities of such series not so delivered to the trustees for cancellation (i) have become due and payable, or (ii) will become due and payable at their maturity within one year, or (iii) if redeemable at our option, are to be called for redemption within one year, and we have deposited or caused to be deposited with one of the trustees an amount, in the currency in which the debt securities of such series are payable, sufficient to pay and discharge the entire indebtedness on such debt securities not previously delivered to the trustees for cancellation, for principal, and premium, if any, and interest to the date of such deposit in the case of debt securities that have become due and payable or to maturity or redemption date, as the case may be and (B) we have paid or caused to be paid all other sums payable by us.

## **Defeasance**

If specified in the applicable prospectus supplement and subject to the provisions of the indenture, we may elect either:

to be released from some of the covenants in the indenture under which your debt securities were issued (referred to as *covenant defeasance* ); or

to be discharged from all of our obligations with respect to your debt securities, except for obligations to register the transfer or exchange of your debt securities, to replace mutilated, destroyed, lost or stolen debt securities, to maintain paying offices or agencies and to hold moneys for payment in trust (referred to as *full defeasance* ).

## ***Covenant Defeasance***

In the event of covenant defeasance, you would lose the protection of some of our covenants in the indenture, but would gain the protection of having money and government securities set aside in trust to repay your debt securities.

Subject to the provisions of the indenture, to accomplish covenant defeasance with respect to the debt securities offered:

We must deposit in trust for the benefit of all holders of the debt securities of the same series as your debt securities a combination of money and government obligations issued in the currency in which the debt securities of the applicable series are payable, that would generate enough cash to make interest, principal and

any other payments on such series of debt securities on the various dates when such payments would be due.

No Event of Default or event which with notice or lapse of time or both would become an Event of Default, including by reason of the above deposit of money, notes or bonds, with respect to your debt securities shall have occurred and be continuing on the date of such deposit or at any time during the three-month period after such a deposit in respect of certain bankruptcy or insolvency events.

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We must not be insolvent on the date of the deposit of the funds or at any time during the three-month period after the date of such deposit.

No breach or violation of any covenant under the indenture shall occur as a result of such deposit.

We must deliver to the trustees of your debt securities a legal opinion of our counsel to the effect that, for U.S. federal income tax purposes and Canadian federal or provincial income tax or other tax purposes, you will not recognize income, gain or loss as a result of such covenant defeasance and that such covenant defeasance will not cause you to be taxed on your debt securities any differently than if such covenant defeasance had not occurred.

We must deliver to the trustees of your debt securities an officer's certificate and a legal opinion of our counsel stating that all conditions precedent to covenant defeasance, as set forth in the indenture, had been complied with.

We must comply with certain additional terms of, conditions to or limitations to covenant defeasance, as set forth in the indenture.

If we were to accomplish covenant defeasance, you could still look to us for repayment of the debt securities if there were a shortfall in the trust deposit or the trustee were prevented from making payment. In fact, if an Event of Default (such as our bankruptcy) occurred after we accomplish covenant defeasance and your debt securities became immediately due and payable, there might be a shortfall in our trust deposit. Depending on the event causing the default, you might not be able to obtain payment of the shortfall.

***Full Defeasance***

If we were to accomplish full defeasance, you would have to rely solely on the funds or notes or bonds that we deposit in trust for repayment of your debt securities. You could not look to us for repayment in the unlikely event of any shortfall in our trust deposit. The conditions to accomplish defeasance set out in the indenture include conditions to protect the trust deposit from claims of our lenders and other creditors if we were to become bankrupt or insolvent.

Subject to the provisions of the applicable indenture, in order to accomplish full defeasance with respect to the debt securities offered:

We must deposit in trust for the benefit of all holders of the debt securities of the same series as your debt securities a combination of money and government obligations issued in the currency in which the debt securities of the applicable series are payable, that would generate enough cash to make interest, principal and any other payments on such series of debt securities on the various dates when such payments would be due.

No Event of Default or event which with notice or lapse of time or both would become an Event of Default, including by reason of the above deposit of money, notes or bonds, with respect to your debt securities shall have occurred and be continuing on the date of such deposit or at any time during the three-month period after such a deposit in respect of certain bankruptcy or insolvency events.

We must not be insolvent on the date of the deposit of the funds or at any time during the three-month period after the date of such deposit.

No breach or violation of any covenant under the indenture shall occur as a result of such deposit.

We must deliver to the trustees of such debt securities a legal opinion of our counsel stating either that we have received, or there has been published, a ruling by the Internal Revenue Service or that there had been a change in the applicable U.S. federal income tax law, in either case to the effect that, for U.S. federal income tax purposes, you will not recognize income, gain or loss as a result of such full defeasance and that such full defeasance will not cause you to be taxed on your debt securities any differently than if such full defeasance had not occurred and we had just repaid your debt securities ourselves at maturity.

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We must deliver to the trustees of your debt securities a legal opinion of our counsel to the effect that, for Canadian federal or provincial income tax purposes or other tax purposes, you will not recognize income, gain or loss as a result of such defeasance and that such defeasance will not cause you to be taxed on your debt securities any differently than if such defeasance had not occurred.

We must deliver to the trustees of your debt securities an officer's certificate and a legal opinion of our counsel stating that all conditions precedent to full defeasance, as set forth in the indenture, had been complied with.

We must comply with certain additional terms of, conditions to or limitations to full defeasance, as set forth in the indenture.

## **Consent to Jurisdiction**

The indenture provides that we will irrevocably appoint CT Corporation System, 111 Eighth Avenue, New York, New York 10011, as our authorized agent for service of process in any legal action or proceeding arising out of or relating to our indenture or the debt securities for actions brought under federal or state securities laws or for actions brought by either trustee in any New York Court, and will irrevocably submit to the jurisdiction of the New York Courts for such purposes.

## **Information Concerning the Trustees**

The Bank of New York and CIBC Mellon Trust Company are the trustees under the indenture. We may maintain deposit accounts and conduct banking and other financing transactions with the trustees in the normal course of business.

## **Governing Law**

The indenture is, and the debt securities will be, governed by, and construed in accordance with, the law of the State of New York and applicable trust indenture legislation.

## **Holders of Registered Debt Securities**

### ***Book-Entry Holders***

We will issue registered debt securities in book-entry form only, unless we specify otherwise in the applicable prospectus supplement. Debt securities held in book-entry form will be represented by one or more global securities registered in the name of a depositary or its nominee. The depositary or its nominee will hold such global securities on behalf of financial institutions that participate in such depositary's book-entry system. These participating financial institutions, in turn, hold beneficial interests in the global securities either on their own behalf or on behalf of their customers.

Under the indenture, only the person in whose name a debt security is registered is recognized as the holder of that debt security. Consequently, for debt securities issued in global form, we will recognize only the depositary or its nominee as the holder of the debt securities, and we will make all payments on the debt securities to the depositary or its nominee. The depositary will then pass along the payments that it receives to its participants, which in turn will pass the payments along to their customers who are the beneficial owners of the debt securities. The depositary and its participants do so under agreements they have made with one another or with their customers or by law; they are not obligated to do so under the terms of the debt securities or the terms of the indenture.

As a result, investors will not own debt securities directly. Instead, they will own beneficial interests in a global security, through a bank, broker or other financial institution that participates in the depository's book-entry system, or that holds an interest through a participant in the depository's book-entry system. As long as the debt securities are issued in global form, investors will be indirect holders, and not holders, of the debt securities.



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***Street Name Holders***

In the event that we issue debt securities in certificated form, or in the event that a global security is terminated, investors may choose to hold their debt securities either in their own names or in street name. Debt securities held in street name are registered in the name of a bank, broker or other financial institution chosen by the investor, and the investor would hold a beneficial interest in those debt securities through the account that he or she maintains at such bank, broker or other financial institution.

For debt securities held in street name, we will recognize only the intermediary banks, brokers and other financial institutions in whose names the debt securities are registered as the holders of those debt securities, and we will make all payments on those debt securities to them. These institutions will pass along the payments that they receive from us to their customers who are the beneficial owners pursuant to agreements that they have entered into with such customers or by law; they are not obligated to do so under the terms of the debt securities or the terms of the indenture. Investors who hold debt securities in street name will be indirect holders, and not holders, of the debt securities.

***Legal Holders***

Our obligations, as well as the obligations of the trustee and those of any third parties employed by the trustee or us, run only to the legal holders of the debt securities. We do not have obligations to investors who hold beneficial interests in global securities, in street name or by any other indirect means and who are, therefore, not the legal holders of the debt securities. This will be the case whether an investor chooses to be an indirect holder of a debt security, or has no choice in the matter because we are issuing the debt securities only in global form.

For example, once we make a payment or give a notice to the legal holder of the debt securities, we have no further responsibility with respect to such payment or notice even if that legal holder is required, under agreements with depositary participants or customers or by law, to pass it along to the indirect holders but does not do so. Similarly, if we want to obtain the approval of the holders for any purpose (for example, to amend the indenture or to relieve us of the consequences of a default or of our obligation to comply with a particular provision of the indenture), we would seek the approval only from the legal holders, and not the indirect holders, of the debt securities. Whether and how the legal holders contact the indirect holders is up to the legal holders.

Notwithstanding the above, when we refer to you or your in this prospectus, we are referring to investors who invest in the debt securities being offered by this prospectus, whether they are the legal holders or only indirect holders of the debt securities offered. When we refer to your debt securities in this prospectus, we mean the series of debt securities in which you hold a direct or indirect interest.

***Special Considerations for Indirect Holders***

If you hold debt securities through a bank, broker or other financial institution, either in book-entry form or in street name, we urge you to check with that institution to find out:

how it handles securities payments and notices;

whether it imposes fees or charges;

how it would handle a request for its consent, as a legal holder of the debt securities, if ever required;

if permitted for a particular series of debt securities, whether and how you can instruct it to send you debt securities registered in your own name so you can be a legal holder of such debt securities;

how it would exercise rights under the debt securities if there were a default or other event triggering the need for holders to act to protect their interests; and

if the debt securities are in book-entry form, how the depositary's rules and procedures will affect these matters.

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**Global Securities**

A global security represents one or any other number of individual debt securities. Generally, all debt securities represented by the same global securities will have the same terms. Each debt security issued in book-entry form will be represented by a global security that we deposit with and register in the name of a financial institution or its nominee that we select. The financial institution that we select for this purpose is called the depository. Unless we specify otherwise in the applicable prospectus supplement, The Depository Trust Company, New York, New York, known as DTC, will be the depository for all debt securities that we issue in book-entry form.

A global security may not be transferred to or registered in the name of anyone other than the depository or its nominee, unless special termination situations arise. We describe those situations below under **Special Situations When a Global Security Will Be Terminated**. As a result of these arrangements, the depository, or its nominee, will be the sole legal holder of all debt securities represented by a global security, and investors will be permitted to own only beneficial interests in a global security. Beneficial interests must be held by means of an account with a broker, bank or other financial institution that in turn has an account either with the depository or with another institution that has an account with the depository. Thus, an investor whose security is represented by a global security will not be a legal holder of the debt security, but an indirect holder of a beneficial interest in the global security.

***Special Considerations for Global Securities***

As an indirect holder, an investor's rights relating to a global security will be governed by the account rules of the investor's financial institution and of the depository, as well as general laws relating to securities transfers. The depository that holds the global security will be considered the legal holder of the debt securities represented by such global security.

If debt securities are issued only in the form of a global security, an investor should be aware of the following:

An investor cannot cause the debt securities to be registered in his or her name, and cannot obtain non-global certificates for his or her interest in the debt securities, except in the special situations we describe below under **Special Situations When a Global Security Will Be Terminated**.

An investor will be an indirect holder and must look to his or her own bank or broker for payments on the debt securities and protection of his or her legal rights relating to the debt securities, as we describe under **Holders of Registered Debt Securities** above.

An investor may not be able to sell his or her interest in the debt securities to some insurance companies and other institutions that are required by law to own their securities in non-book-entry form.

An investor may not be able to pledge his or her interest in the debt securities in circumstances where certificates representing the debt securities must be delivered to the lender or other beneficiary of the pledge in order for the pledge to be effective.

The depository's policies, which may change from time to time, will govern payments, transfers, exchanges and other matters relating to an investor's interest in the debt securities. Neither the trustee nor we have any responsibility for any aspect of the depository's actions or for the depository's records of ownership interests in a global security. Additionally, neither the trustee nor we supervise the depository in any way.

DTC requires that those who purchase and sell interests in a global security that is deposited in its book-entry system use immediately available funds. Your broker or bank may also require you to use immediately available funds when purchasing or selling interests in a global security.

Financial institutions that participate in the depositary's book-entry system, and through which an investor holds its interest in a global security, may also have their own policies affecting payments, notices and other matters relating to the debt security. There may be more than one financial intermediary in the chain of ownership for an investor. We do not monitor and are not responsible for the actions of any of such intermediaries.

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***Special Situations When a Global Security Will Be Terminated***

In a few special situations described below, a global security will be terminated and interests in the global security will be exchanged for certificates in non-global form, referred to as certificated debt securities. After such an exchange, it will be up to the investor as to whether to hold the certificated debt securities directly or in street name. We have described the rights of direct holders and street name holders under  **Holders of Registered Debt Securities** above. Investors must consult their own banks or brokers to find out how to have their interests in a global security exchanged on termination of a global security for certificated debt securities to be held directly in their own names.

The special situations for termination of a global security are as follows:

if the depositary notifies us that it is unwilling, unable or no longer qualified to continue as depositary for that global security, and we do not appoint another institution to act as depositary within 60 days of such notification;

if we notify the trustee that we wish to terminate that global security; or

if an event of default has occurred with regard to the debt securities represented by that global security and such event of default has not been cured or waived.

The applicable prospectus supplement may list situations for terminating a global security that would apply only to the particular series of debt securities covered by such prospectus supplement. If a global security were terminated, only the depositary, and not we or the trustee, would be responsible for deciding the names of the institutions in whose names the debt securities represented by the global security would be registered and, therefore, who would be the legal holders of those debt securities.

**DESCRIPTION OF SUBORDINATE VOTING SHARES AND PREFERRED SHARES**

The following briefly summarizes the provisions of our articles of incorporation, including a description of our Subordinate Voting Shares and preferred shares. The following description may not be complete and is subject to, and qualified in its entirety by reference to, the terms and provisions of our articles of incorporation.

Our authorized share capital consists of an unlimited number of Multiple Voting Shares carrying ten votes per share, an unlimited number of Subordinate Voting Shares carrying one vote per share and an unlimited number of preferred shares, issuable in series. At December 31, 2006, there were outstanding 1,548,000 Multiple Voting Shares and 16,981,970 Subordinate Voting Shares, including 799,230 shares effectively held by Fairfax through an ownership interest in The Sixty Two Investment Company Limited (Sixty Two), as well as 3,000,000 Series A preferred shares and 5,000,000 Series B preferred shares.

**Multiple Voting Shares and Subordinate Voting Shares**

***Dividend Rights***

Holders of Multiple Voting Shares and Subordinate Voting Shares participate equally as to dividends and are entitled to dividends, in equal amounts per share and at the same time, that our board of directors may declare out of legally available funds, subject to the preferential dividend rights of the preferred shares.

***Voting Rights***

Holders of Multiple Voting Shares and Subordinate Voting Shares are entitled to receive notice of any meeting of our shareholders and may attend and vote at such meetings, except those meetings where only the holders of shares of another class or of a particular series are entitled to vote. The Multiple Voting Shares are entitled to ten votes per share, except as set forth below, and the Subordinate Voting Shares are entitled to one vote per share.

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The ten votes per share attached to the Multiple Voting Shares are automatically and permanently reduced to one vote per share if:

(i) the number of the Multiple Voting Shares held by Sixty Two (and its 75% owned subsidiaries, of which there are currently none) falls below 1,197,480 shares, unless this results from a sale of shares to purchasers who make an equivalent unconditional offer to purchase all outstanding Subordinate Voting Shares; or

(ii) the number of the Multiple Voting Shares held by purchasers referred to in (i) above (and their 75% owned subsidiaries) falls below 1,197,480.

A change of control of Sixty Two or a purchaser referred to in (i) above will disqualify that shareholder's holding of shares for the purposes of the calculations contained in (i) and (ii) above. Except in connection with a sale to a purchaser who makes an offer to purchase all outstanding Subordinate Voting Shares as contemplated by (i) above, Sixty Two has agreed with us that it will not sell our shares carrying multiple voting rights (except to its 75% owned subsidiaries).

The number of votes attached to the Multiple Voting Shares will automatically but temporarily be reduced to one vote per share for any shareholders' meeting if, during the three months ending ten days prior to the date we send notice of the shareholders' meeting, the weighted average trading price in the principal trading market of the Subordinate Voting Shares for any period of thirty consecutive trading days is less than Cdn\$4.00 per share (subject to adjustment).

### ***Preemptive, Subscription, Redemption and Conversion Rights***

Holders of Subordinate Voting Shares and Multiple Voting Shares have no preemptive, subscription or redemption rights. Holders of Subordinate Voting Shares have no conversion rights. Multiple Voting Shares are convertible at any time into Subordinate Voting Shares on the basis of one Subordinate Voting Share for each Multiple Voting Share being converted.

### ***Liquidation Rights***

Upon our liquidation, dissolution or winding up, whether voluntary or involuntary, the holders of the Subordinate Voting Shares and Multiple Voting Shares, without preference or distinction, are entitled to receive ratably all of our assets remaining after payment of all debts and other liabilities, subject to the prior rights of holders of any outstanding preferred shares and any other prior ranking shares.

### ***Modifications***

Modifications to the provisions attaching to the Multiple Voting Shares as a class, or to the Subordinate Voting Shares as a class, require the separate affirmative vote of two-thirds of the votes cast at meetings of the holders of the shares of each class.

No subdivision or consolidation of the Multiple Voting Shares or of the Subordinate Voting Shares may take place unless the shares of both classes are subdivided or consolidated at the same time in the same manner and proportion.

No rights to acquire additional shares or other securities or property of ours will be issued to holders of Multiple Voting Shares or Subordinate Voting Shares unless the same rights are issued at the same time to holders of shares of both classes.

**Preferred Shares**

As you read this section, please remember that the specific terms of your series of preferred shares as described in your prospectus supplement will supplement and, if applicable, may modify or replace the general terms described in this section. If there are differences between your prospectus supplement and this prospectus, your prospectus supplement will control. Thus, the statements we make in this section may not apply to your series of preferred shares.



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Reference to a series of preferred shares means all of the preferred shares issued as part of the same series and having the attributes set out in articles of amendment. Reference to your prospectus supplement means the prospectus supplement describing the specific terms of the preferred shares you purchase. The terms in your prospectus supplement will have the meanings described in this prospectus, unless otherwise specified.

***Our Authorized Preferred Shares***

Under our articles of incorporation, our board of directors is authorized, subject to Canadian law, without shareholder approval, from time to time to issue an unlimited number of preferred shares in one or more series. Our board of directors can fix the rights, privileges, restrictions and conditions of the shares of each series. Preferred shares are entitled to priority over our Subordinate Voting Shares and Multiple Voting Shares as to dividends and distributions of assets upon our liquidation, dissolution or winding-up. Preferred shares may be convertible into shares of any other series or class of shares if our board of directors so determines. Our board of directors will fix the terms of the series of preferred shares it designates by resolution and will file articles of amendment as required under Canadian law before we issue any shares of the series of preferred shares.

The prospectus supplement relating to the particular series of preferred shares will contain a description of the specific terms of that series as fixed by our board of directors, including, as applicable;

the offering price at which we will issue the preferred shares;

the title and designation of number of shares of the series of preferred shares;

the dividend rate or method of calculation, the payment dates for dividends and the place or places where the dividends will be paid, whether dividends will be cumulative or noncumulative, and, if cumulative, the dates from which dividends will begin to accumulate;

any conversion or exchange rights;

whether the preferred shares will be subject to redemption and the redemption price and other terms and conditions relative to the redemption rights;

any liquidation rights;

any sinking fund provisions;

any voting rights; and

any other rights, preferences, privileges, limitations and restrictions that are not inconsistent with the terms of our articles of incorporation.

The preferred shares of each series shall rank on a parity with the preferred shares of every other series with respect to dividends and return of capital in the event of the liquidation, dissolution or winding-up, and will be entitled to a preference over our Subordinate Voting Shares and Multiple Voting Shares and over any other shares ranking junior to the preferred shares with respect to priority in payment of dividends and in the distribution of assets in the event of our liquidation, dissolution or winding-up, whether voluntary or involuntary, or any other distribution of our assets among shareholders for the purpose of winding-up our affairs. If any cumulative dividends, whether or not declared, or declared non-cumulative dividends or amounts payable on a return of capital in the event of the liquidation,

dissolution or winding-up are not paid in full in respect of any series of the preferred shares, the preferred shares of all series will participate ratably in respect of such dividends in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of such return of capital in accordance with the sums that would be payable on such return of capital if all sums so payable were paid in full; provided, however, that if there are insufficient assets to satisfy in full all such claims, the claims of the holders of the preferred shares with respect to return of capital will be paid and satisfied first and any assets remaining thereafter will be applied towards the payment and satisfaction of claims in respect of dividends. The preferred shares of any series may also be given such other preferences not inconsistent with the rights, privileges, restrictions and conditions attached to the preferred shares as a class over our Subordinate Voting Shares and Multiple Voting Shares and over any other shares ranking junior to the preferred shares as may be determined in the case of such series of preferred shares.

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***Voting Rights***

The prior approval of not less than two-thirds of the votes cast at a meeting of holders of Subordinate Voting Shares is required before we may create any class or series of shares that have voting rights (except as required by law or allowed if dividends are in arrears).

***Amendment with Approval of Holders of the Preferred Shares***

The rights, privileges, restrictions and conditions attached to the preferred shares as a class may be added to, changed or removed but only with the approval of the holders of the preferred shares. The approval of the holders of the preferred shares to add to, change or remove any right, privilege, restriction or condition attaching to the preferred shares as a class or in respect of any other matter requiring the consent of the holders of the preferred shares may be given in such manner as may then be required by Canadian law, subject to a minimum requirement that such approval be given by resolution signed by all the holders of the preferred shares or passed by the affirmative vote of at least 2/3 of the votes cast at a meeting of the holders of the preferred shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or any adjourned meeting, the quorum required therefore and the conduct thereof will be those from time to time prescribed by our by-laws with respect to meetings of shareholders, or if not so prescribed, as required by Canadian law as in force at the time of the meeting. On every poll taken at every meeting of the holders of the preferred shares as a class, or at any joint meeting of the holders of two or more series of preferred shares, each holder of preferred shares entitled to vote at such meeting will have one vote in respect of each preference share held.

***Redemption***

If so specified in the applicable prospectus supplement, a series of preferred shares may be redeemable at any time, in whole or in part, at our option or the holder's, or may be subject to mandatory redemption.

Any restriction on the repurchase or redemption by us of our preferred shares while we are in arrears in the payment of dividends will be described in the applicable prospectus supplement.

Any partial redemptions of preferred shares will be made in a way that our board of directors decides is equitable.

Unless we default in the payment of the redemption price, dividends will cease to accrue after the redemption date on shares of preferred shares called for redemption and all rights of holders of these shares will terminate except for the right to receive the redemption price.

***Dividends***

Holders of each series of preferred shares will be entitled to receive dividends when, as and if declared by our board of directors from funds legally available for payment of dividends. The rates and dates of payment of dividends will be set forth in the applicable prospectus supplement relating to each series of preferred shares. Dividends will be payable to holders of record of preferred shares as they appear on our books on the record dates fixed by the board of directors. Dividends on any series of preferred shares may be cumulative or noncumulative, as set forth in the applicable prospectus supplement.

***Conversion or Exchange Rights***

The prospectus supplement relating to any series of preferred shares that is convertible or exchangeable will state the terms on which shares of that series are convertible into or exchangeable for Subordinate Voting Shares, another series of our preferred shares or any other securities offered pursuant to this prospectus.

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***Transfer Agent and Registrar***

The transfer agent, registrar and dividend disbursement agent for the preferred shares will be stated in the applicable prospectus supplement. The registrar for shares of preferred shares will send notice to shareholders of any meetings at which holders of the preferred shares have the right to vote on any matter.

***Series A Preferred Shares***

The Series A preferred shares are non-voting and are redeemable at any time at our option. Dividends are payable at an annual rate based upon, among other things, the prime rate (however, the annual rate will in no event be less than 5%). The Series A preferred shares are not retractable at the option of the holder. The total number of authorized Series A preferred shares is 8,000,000, 3,000,000 of which are currently issued and outstanding. Series A preferred shares are convertible into Series B preferred shares on a one-for-one basis on December 1, 2009 and on December 1 in every fifth year thereafter, subject to certain conditions.

***Series B Preferred Shares***

The Series B preferred shares are non-voting and are redeemable at our option on December 1, 2009 and on December 1 in every fifth year thereafter. Dividends are payable at an annual rate of 6.5% per annum until November 30, 2009 and thereafter at an annual rate based upon, among other things, the yield of five year Government of Canada bonds. The Series B preferred shares are not retractable at the option of the holder. The total number of authorized Series B preferred shares is 8,000,000, 5,000,000 of which are currently issued and outstanding. Series B preferred shares are convertible into Series A preferred shares on a one-for-one basis on December 1, 2009 and on December 1 in every fifth year thereafter, subject to certain conditions.

**DESCRIPTION OF WARRANTS**

The following description of the terms of the warrants sets forth certain general terms and provisions of the warrants to which any prospectus supplement may relate. We have delivered an undertaking to the securities regulatory authority in each of the provinces of Canada that we will not distribute warrants separately to any member of the public in Canada unless the offering is in connection with and forms part of the consideration for an acquisition or merger transaction or unless the prospectus supplement containing the specific terms of the warrants to be distributed separately is first approved for filing by the securities regulatory authorities in each of the provinces and territories of Canada where the warrants will be distributed.

We may issue warrants for the purchase of debt securities, preferred shares or Subordinate Voting Shares. Warrants may be issued independently or together with debt securities, preferred shares or Subordinate Voting Shares offered by any prospectus supplement and may be attached to, or separate from, any such offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust company, as warrant agent. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants. The following summary of certain provisions of the warrants does not purport to be complete and is subject to, and qualified in its entirety by, reference to the applicable warrant agreement. The specific terms of the warrants, and the extent to which the general terms described in this section apply to those warrants, will be set forth in the applicable prospectus supplement.

**Debt Warrants**

The prospectus supplement relating to a particular issue of debt warrants will describe the terms of such debt warrants, including the following:

the title of such debt warrants;

the offering price for such debt warrants, if any;

the aggregate number of such debt warrants;

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the designation and terms of the debt securities purchasable upon exercise of such debt warrants;

if applicable, the designation and terms of the debt securities with which such debt warrants are issued and the number of such debt warrants issued with each such debt security;

if applicable, the date from and after which such debt warrants and any debt securities issued therewith will be separately transferable;

the principal amount of debt securities purchasable upon exercise of a debt warrant and the price at which such principal amount of debt securities may be purchased upon exercise (which price may be payable in cash, securities, or other property);

the date on which the right to exercise such debt warrants shall commence and the date on which such right shall expire;

if applicable, the minimum or maximum amount of such debt warrants that may be exercised at any one time;

whether the debt warrants represented by the debt warrant certificates or debt securities that may be issued upon exercise of the debt warrants will be issued in registered or bearer form;

information with respect to book-entry procedures, if any;

the currency or currency units in which the offering price, if any, and the exercise price are payable;

if applicable, a discussion of principal United States and Canadian federal income tax considerations;

the antidilution or adjustment provisions of such debt warrants, if any;

the redemption or call provisions, if any, applicable to such debt warrants; and

any additional terms of such debt warrants, including terms, procedures, and limitations relating to the exchange and exercise of such debt warrants.

**Share Warrants**

The prospectus supplement relating to any particular issue of preference share warrants or Subordinate Voting Share warrants will describe the terms of such warrants, including the following:

the title of such warrants;

the offering price for such warrants, if any;

the aggregate number of such warrants;

the designation and terms of the Subordinate Voting Share or series of preferred shares purchasable upon exercise of such warrants;

if applicable, the designation and terms of the offered securities with which such warrants are issued and the number of such warrants issued with each such offered security;

if applicable, the date from and after which such warrants and any offered securities issued therewith will be separately transferable;

the number of Subordinate Voting Share or preferred shares purchasable upon exercise of a warrant and the price at which such shares may be purchased upon exercise;

the date on which the right to exercise such warrants shall commence and the date on which such right shall expire;

if applicable, the minimum or maximum amount of such warrants that may be exercised at any one time;

the currency or currency units in which the offering price, if any, and the exercise price are payable;

if applicable, a discussion of principal United States and Canadian federal income tax considerations;



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the antidilution provisions of such warrants, if any;

the redemption or call provisions, if any, applicable to such warrants; and

any additional terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

**Exercise of Warrants**

A warrant will entitle the holder to purchase for cash an amount of securities at an exercise price that will be stated in, or that will be determinable as described in, the applicable prospectus supplement.

Warrants may be exercised at any time up to the close of business on the expiration date set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void.

Warrants may be exercised as set forth in the applicable prospectus supplement. Upon receipt of payment and the warrant certificate properly completed and duly executed at the corporate trust office of the warrant agent or any other office indicated in the prospectus supplement, we will, as soon as practicable, forward the securities purchasable upon such exercise. If less than all of the warrants represented by such warrant certificate are exercised, a new warrant certificate will be issued for the remaining warrants.

**DESCRIPTION OF SHARE PURCHASE CONTRACTS**

We may issue share purchase contracts, representing contracts obligating holders to purchase from or sell to us, and obligating us to purchase from or sell to the holders, a specified number of our Subordinate Voting Shares or preferred shares, as applicable, at a future date or dates. We have delivered an undertaking to the securities regulatory authority in each of the provinces of Canada that we will not distribute share purchase contracts to any member of the public in Canada unless the prospectus supplement containing the specific terms of the share purchase contracts to be distributed is first approved for filing by the securities regulatory authorities in each of the provinces of Canada where the share purchase contracts will be distributed.

The price per Subordinate Voting Share or preference share, as applicable, may be fixed at the time the share purchase contracts are issued or may be determined by reference to a specific formula contained in the share purchase contracts. We may issue share purchase contracts in accordance with applicable laws and in such amounts and in as many distinct series as we wish.

The applicable prospectus supplement may contain, where applicable, the following information about the share purchase contracts issued under it:

whether the share purchase contracts obligate the holder to purchase or sell, or both purchase and sell, our Subordinate Voting Shares or preferred shares, as applicable, and the nature and amount of each of those securities, or the method of determining those amounts;

whether the share purchase contracts are to be prepaid or not;

whether the share purchase contracts are to be settled by delivery, or by reference or linkage to the value or performance of our Subordinate Voting Shares or preferred shares;

any acceleration, cancellation, termination or other provisions relating to the settlement of the share purchase contracts; and

whether the share purchase contracts will be issued in fully registered or global form.

The applicable prospectus supplement will describe the terms of any share purchase contracts. The preceding description and any description of share purchase contracts in the applicable prospectus supplement does not purport to be complete and is subject to and is qualified in its entirety by reference to the share purchase contract agreement and, if applicable, collateral arrangements and depository arrangements relating to such share purchase contracts.

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**DESCRIPTION OF UNITS**

We may issue units comprised of one or more of the other securities described in this prospectus in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date.

The applicable prospectus supplement may describe:

the designation and terms of the units and of the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;

any provisions for the issuance, payment, settlement, transfer or exchange of the units or of the securities comprising the units; and

whether the units will be issued in fully registered or global form.

The applicable prospectus supplement will describe the terms of any units. The preceding description and any description of units in the applicable prospectus supplement does not purport to be complete and is subject to and is qualified in its entirety by reference to the unit agreement and, if applicable, collateral arrangements and depositary arrangements relating to such units.

**PLAN OF DISTRIBUTION**

We may issue the securities offered by this prospectus for cash or other consideration:

to or through underwriters, dealers, placement agents or other intermediaries, or

directly to one or more purchasers, provided that applicable exemptions are available or have been obtained.

The prospectus supplement with respect to the securities being offered will set forth the terms of the offering of the securities, including:

the name or names of any underwriters, dealers or other placement agents,

the purchase price of, and form of consideration for, the securities and the proceeds, if any, to us from such sale or exchange,

any delayed delivery arrangements,

any underwriting discounts and other items constituting underwriters' compensation,

any offering price, and

any discounts or concessions allowed or reallocated or paid to dealers and any securities exchanges on which the securities may be listed.

Only underwriters named in the prospectus supplement are deemed to be underwriters in connection with the securities offered by that prospectus supplement.

Under agreements which may be entered into by us, underwriters, dealers and agents who participate in the distribution of securities may be entitled to indemnification by us against certain liabilities, including liabilities under the U.S. Securities Act of 1933 and Canadian provincial securities legislation, or to contributions with respect to payments which such underwriters, dealers or agents may be required to make in respect thereof. The underwriters, dealers and agents with whom we enter into agreements may be customers of, engage in transactions with or perform services for us in the ordinary course of business.

In connection with any offering of securities, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of the securities offered at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

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Without limiting the generality of the foregoing, we also may issue some or all of the securities offered by this prospectus in exchange for property, including securities or assets of ours or of other companies which we may acquire in the future.

**EARNINGS COVERAGE RATIOS**

The following consolidated financial ratios are calculated for the twelve-month period ended December 31, 2006. The As Adjusted ratio for the twelve months ended December 31, 2006 gives effect as of January 1, 2006 to:

the repayment, on February 7, 2007, of 45.7 million aggregate principal amount of our 2.5% secured debt due 2007; and

the repurchase, on March 15, 2007 and March 16, 2007, of \$13.0 million aggregate principal amount of our 7.375% senior notes due 2018.

Except as described above, the following table does not reflect the interest cost of our debt and the debt of our subsidiaries issued during the periods as if it was issued at the beginning of the periods.

	<b>Twelve Months Ended December 31, 2006</b>	
	<b>Actual</b>	<b>As Adjusted</b>
Earnings coverage(1)	5.2x	5.3x

(1) Earnings coverage is equal to net income before interest expense and income taxes divided by interest expense on all debt.

Our interest expense amounted to \$210.4 million for the twelve-month period ended December 31, 2006. Our earnings (losses) before interest expense and income taxes for the twelve-month period ended December 31, 2006 was \$1,089.0 million, which is 5.2 times our interest expense for this period.

After giving effect to each of the transactions described above, our interest expense requirements would have amounted to \$204.2 million for the twelve-month period ended December 31, 2006. After giving effect to each of the transactions described above, our earnings before interest expense and income taxes for the twelve-month period ended December 31, 2006 would have been \$1,089.0 million, which would have been 5.3 times our interest expense requirements for that period.

**CERTAIN INCOME TAX CONSIDERATIONS**

The applicable prospectus supplement may describe the principal Canadian federal income tax considerations generally applicable to investors described therein of purchasing, holding and disposing of securities, including, in the case of an investor who is not a resident of Canada, Canadian non-resident withholding tax considerations.

The applicable prospectus supplement may also describe certain U.S. federal income tax considerations generally applicable of the purchase, holding and disposition of the securities by an investor who is a United States person,

including, to the extent applicable, certain relevant U.S. federal income tax rules pertaining to capital gains and ordinary income treatment, original issue discount, whether or not we will be considered a passive foreign investment company (and if so, the tax consequences to a United States shareholder), backup withholding and the foreign tax credit, and any consequences relating to securities payable in a currency other than U.S. dollars, issued at an original discount for U.S. federal income tax purposes or containing early redemption provisions or other special terms.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents filed by us with the securities commission or similar authority in each of the provinces of Canada and filed with or furnished to the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, are specifically incorporated by reference in this prospectus:

1. our annual information form for the year ended December 31, 2006, dated March 9, 2007;

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2. our audited consolidated financial statements and the notes thereto, including balance sheets as at December 31, 2006 and 2005 and earnings, retained earnings and cash flow statements for each of the years in the three year period ended December 31, 2006, together with the report of the auditors thereon;
3. management's discussion and analysis for the annual consolidated financial statements as at and for the periods referred to in paragraph 2; and
4. our management information circular dated March 9, 2007 in connection with the annual meeting of shareholders to be held on April 18, 2007.

**Any documents of the types referred to in paragraphs 1 through 4 above and any interim financial statements, business acquisition reports or material change reports (excluding confidential material change reports) filed by us with the securities regulatory authorities in Canada or filed with or furnished to the SEC after the date of this prospectus and prior to the termination of any offering of securities hereunder shall be deemed to be incorporated by reference into this prospectus. In addition, any report filed with or furnished to the SEC by us pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, or submitted by us to the SEC pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934, as amended, after the date of this prospectus shall be deemed to be incorporated by reference into this prospectus and the registration statement of which this prospectus forms a part, if and to the extent expressly provided in such report.**

**Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this prospectus to the extent that a statement contained herein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.**

Upon a new annual information form and new annual financial statements being filed with and, accepted by the applicable securities regulatory authorities during the currency of this prospectus, the previous annual information form, the previous annual financial statements and all interim financial statements, material change reports and information circulars filed prior to the commencement of the then current fiscal year will be deemed no longer to be incorporated into this prospectus for purposes of future offers and sales of securities hereunder.

A prospectus supplement containing the specific terms of an offering of our securities will be delivered to purchasers of such securities together with this prospectus and will be deemed to be incorporated into this prospectus as of the date of such prospectus supplement but only for purposes of the offering of securities covered by that prospectus supplement.

When we update our disclosure of interest coverage ratios by a prospectus supplement, the prospectus supplement filed with applicable securities regulatory authorities that contains the most recent updated disclosure of interest coverage ratios and any prospectus supplement supplying any additional or updated information we may elect to include (provided that such information does not describe a material change that has not already been the subject of a material change report or a prospectus amendment) will be delivered to purchasers of securities together with this

prospectus and will be deemed to be incorporated into this prospectus as of the date of the prospectus supplement.

**Information has been incorporated by reference in this prospectus from documents filed with securities commissions or similar authorities in Canada.** Copies of the documents incorporated herein by reference may be obtained on request without charge from Bradley P. Martin, Vice President, Chief Operating Officer and Corporate Secretary, at Suite 800, 95 Wellington Street West, Toronto, Ontario M5J 2N7. For the purpose of the Province of Quebec, this simplified prospectus contains information to be completed by consulting the permanent information



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record. A copy of the permanent information record may be obtained from our Vice President and Corporate Secretary at the above-mentioned address. Copies of documents that we have filed with the securities regulatory authorities in Canada may be obtained over the Internet at the Canadian Securities Administrators website at [www.sedar.com](http://www.sedar.com).

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file or furnish reports and other information with or to the SEC. Our recent SEC filings may be obtained over the Internet at the SEC's website at [www.sec.gov](http://www.sec.gov). You may also read and copy any document we file or furnish with or to the SEC at the public reference facilities maintained by the SEC at Judiciary Plaza, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Please call 1-800-SEC-0330 for further information on the operations of the public reference facilities and copying charges.

**LEGAL MATTERS**

Certain legal matters relating to the securities offered by this short form base shelf prospectus will be passed upon on our behalf by Torys LLP, our Canadian counsel, and Shearman & Sterling LLP, our U.S. counsel. As of the date hereof, the lawyers of Torys LLP, directly or indirectly, in aggregate, own less than one percent of our outstanding subordinate voting shares.

**EXPERTS**

The consolidated financial statements as of December 31, 2006 and 2005 and for each of the years in the three year period ended December 31, 2006 incorporated by reference into this prospectus have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent auditors, given on the authority of said firm as experts in accounting and auditing.

**AUDITORS, TRANSFER AGENT AND REGISTRAR**

Our auditors are PricewaterhouseCoopers LLP, Chartered Accountants, Royal Trust Tower, Suite 3000, P.O. Box 82, 77 King Street West, Toronto, Ontario, Canada M5K 1G8.

Our transfer agent and registrar for the Subordinate Voting Shares in Canada is CIBC Mellon Trust Company at its principal office in Toronto, 320 Bay Street, P.O. Box 1, Toronto, Ontario, M5H 4A6, and in the United States is Mellon Investor Services LLC, 120 Broadway, 13th Floor, New York, New York, 10271.

**LIST OF DOCUMENTS FILED WITH THE SEC**

The following documents have been filed with the SEC as part of the Registration Statement of which this prospectus forms a part: the documents referred to above under the heading Documents Incorporated by Reference; consents of the independent auditors and Torys LLP; powers of attorney; the indenture; and the Statement of Eligibility of the Trustee on Form T-1.

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**AUDITORS' CONSENT**

We have read the short form base shelf prospectus (the "prospectus") of Fairfax Financial Holdings Limited (the "company") dated April 10, 2007 which may allow the company to offer for sale from time to time Subordinate Voting Shares, Preferred Shares, Debt Securities, Warrants, Share Purchase Contracts and Units in the aggregate amount of US\$750,000,000. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the incorporation by reference in the above-mentioned prospectus of our report to the shareholders of the company relating to consolidated balance sheets of the company as at December 31, 2006 and 2005 and the consolidated statements of earnings, retained earnings and cash flows for each of the years in the three year period ended December 31, 2006, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting. Our report is dated March 9, 2007.

(Signed) PricewaterhouseCoopers LLP

Chartered Accountants, Licensed Public Accountants

Toronto, Ontario

April 10, 2007

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*The exchange agent for the exchange offer is:*

**D.F. King & Co., Inc.**

*By Regular, Registered or Certified Mail;  
Hand or Overnight Courier:*

48 Wall Street, 22nd Floor  
New York, NY 10005  
Attn: Elton Bagley

*By Facsimile Transmission:  
(for Eligible Institutions Only)*

(212) 809-8838

*To Confirm by Telephone or for Information Call:*

(212) 493-6996

Questions, requests for assistance and requests for additional copies of this prospectus and related letter of transmittal may be directed to the information agent or any of the dealer managers at each of their addresses set forth below:

*The information agent for the exchange offer is:*

**D.F. King & Co., Inc.**

48 Wall Street, 22nd Floor  
New York, NY 10005  
Attn: Elton Bagley  
Toll free: (888) 628-9011

*Banks and Brokerage Firms, Please Call: (212) 269-5550*

*The dealer managers for the exchange offer are:*

**Merrill Lynch & Co.**

4 World Financial Center, 7th Floor  
New York, New York 10080  
Attention: Liability Management  
(212) 449-4914 (collect)  
(888) 654-8637 (toll-free)

**BMO Capital Markets**

3 Times Square, 28th Floor  
New York, New York 10036  
Attention: Debt Capital Markets  
(212) 702-1233 (collect)  
(800) 810-1700 (toll-free)

**Ferris, Baker Watts  
Incorporated**

100 Light Street  
Baltimore, Maryland 21202  
Attention: Corporate Finance  
(804) 782-4020 (collect)  
(888) 258-0150 (toll-free)