

EXHIBIT 25

PERSONAL AND CONFIDENTIAL

August 19, 2009

Constable Michael Jack
1049 Primrose Lane
RR#4
Peterborough ON K9J 6X5

Dear Constable Jack:

Re: Your Request for Legal Assistance

I have approved your request for legal assistance subject to the following conditions:

1. You will be indemnified for your defence with respect to the following charge(s):

Highway Traffic Act s.136(1)(b) – Fail to Yield to traffic on Through Highway

2. You will not be indemnified with respect to the following charges as they are not covered by the terms and conditions of the Association Legal Indemnification Program:

Not applicable

3. Mr. William MacKenzie, office phone # (905) 607-9323, is the lawyer who has been assisting us with recent the increase in *Highway Traffic Act* matters against our members. We recommend that you call him for this matter. You may retain a lawyer to represent you with respect to this matter. The Association will pay reasonable legal fees to a maximum of \$165.00 per hour for the trial and the associated preparation and/or plea negotiations.

In the alternative, you may obtain a traffic court agent to represent you in this matter. The traffic court agent may only charge his or her standard fee and is not entitled to \$165.00 per hour rate.

The Association reserves the right to approve the selection of legal counsel in advance of the member's choice for all legal proceedings.

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4. If your lawyer is required to incur disbursements in representing you under the terms of this letter he/she must make a request to the Association Legal Counsel in writing providing details of the proposed disbursements. The Association will not be responsible for any disbursements made on your behalf which have not been approved by us in writing. When submitting accounts your lawyer is required to include copies of invoices to support payment of the disbursements.
5. The Association reserves the right to have your lawyer's account for services rendered to you assessed by an Assessment Officer of the court or tribunal in the jurisdiction in which the legal services are rendered.
6. The Association will not be responsible for claims for legal fees for unused reserved Court time in the event that the charge is withdrawn or does not proceed for any reason beyond your control (stand by fees). ~~Your lawyer must notify the Association immediately if the lawyer determines or is informed that the charge will be withdrawn or will not proceed for any reason in order to receive instructions with respect to the issue of claiming costs from the prosecution.~~
7. We enclose herewith a copy of a letter that we have sent to your lawyer. Prior to the commencement of legal services on your behalf your lawyer is required to sign the acknowledgment on the last page and return it to the Association. If the lawyer will not be representing you he/she is to return the letter to us.
8. At the conclusion of your trial or hearing, you agree to reapply to the O.P.P. for payment of the legal fees and disbursements of your lawyer if requested to do so by the Association and to direct the OPP to reimburse the Association for the amount of any legal fees and disbursements paid on your behalf pursuant to the terms of this letter.
9. The Association will not indemnify you for legal fees and disbursements of any appeal taken from a decision rendered at the trial or hearing covered by this letter. If you and your lawyer contemplate bringing an appeal it will be necessary for you and your lawyer to submit a new application to our Board of Directors which must include an opinion from your lawyer as to the grounds of the appeal to be argued, the estimated chance of success, and the estimated costs of an appeal.
10. It is recommended that if this matter is expected to take more than three months before it is concluded, your lawyer should submit interim accounts on a regular basis every three months until the matter is completed. All accounts submitted by your lawyer must include full details of the services rendered including details of the time spent.

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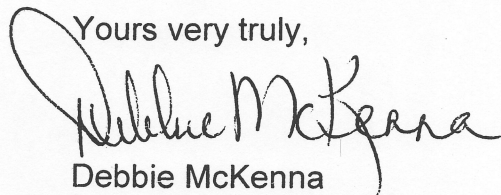
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11. In the event that your lawyer's services are terminated for any reason before the matter is completed, you are to notify us immediately and your lawyer must render his/her final account to us within 10 days of termination. If you change lawyers you are to notify us immediately. We will not be responsible for the legal fees and disbursements of your new lawyer unless the new lawyer provides us with a written acknowledgment that he or she agrees to represent you in accordance with the terms set out in our letter to your original lawyer.
12. The Association reserves the right to approve the selection of Legal Counsel of the member's choice for all legal proceedings.

We trust that you will find the terms of this letter satisfactory. You are required to sign the acknowledgment on the enclosed copy of this letter prior to the commencement of legal services on your behalf, indicating that you agree to be represented in accordance with the terms of this letter and return it to the Association. If you have any questions or concerns, please do not hesitate to telephone our Legal Administrative Assistants, Lorrie Gray or Jennifer Tendall.

We understand that you wish to keep the subject matter of the proceedings against you as confidential as possible. We do want you to know, however, that our Board of Directors and members of your branch executive are available to attend at your court appearances to offer you moral support during what might be a difficult and stressful time. If you would like someone from our Board or your branch executive to be present with you, please do not hesitate to get in touch with our office and tell us of your wishes. If we do not hear from you we will assume that you would prefer to not have someone attend with you.

Yours very truly,



Debbie McKenna
Chief Administrative Officer

ONTARIO PROVINCIAL POLICE ASSOCIATION

DLM/jat

Enclosures: 1. Copy of Member's letter for signature and return

cc: Karen German, Branch President

I HEREBY ACKNOWLEDGE RECEIPT OF
THIS LETTER DATED AUGUST 19, 2009 AND AGREE TO THE
TERMS OF THIS LETTER SET OUT
IN PARAGRAPHS 1-12



MICHAEL JACK

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