

BLACKBERRY Ltd  
Form SC 13D/A  
November 08, 2013

**SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, D.C. 20549**

**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934**

**(Amendment No. 3)\***

**BlackBerry Limited**

**(Name of Issuer)**

**Common Shares**

**(Title of Class of Securities)**

**09228F103**

**(CUSIP Number)**

**Paul Rivett**

**President**

**Fairfax Financial Holdings Limited**

**95 Wellington Street West, Suite 800**

**Toronto, Ontario, Canada, M5J 2N7**

**Telephone: (416) 367-4941**

**(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)**

*With a copy to*

**Jason R. Lehner**

**Shearman & Sterling LLP**

**Commerce Court West**

**199 Bay Street, Suite 4405**

**Toronto, Ontario M5L 1E8**

**Telephone (416) 360-8484**

**November 8, 2013**

**(Date of Event which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box "":

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**Explanatory note**

Pursuant to Rule 13d-2 promulgated under the Securities Exchange Act of 1934, as amended, this Amendment No. 3 to Schedule 13D (this Amendment No. 3) amends the Schedule 13D originally filed with the United States Securities and Exchange Commission (the SEC) on July 23, 2012, as amended by Amendment No. 1 to Schedule 13D on September 23, 2013 and Amendment No. 2 on November 7, 2013 (as amended, the Original Schedule 13D, and, together with Amendment No. 2 and this Amendment No. 3, the Schedule 13D) by V. Prem Watsa, 1109519 Ontario Limited, The Sixty Two Investment Company Limited, 810679 Ontario Limited, Fairfax Financial Holdings Limited, United States Fire Insurance Company, TIG Insurance Company, General Fidelity Insurance Company, Northbridge Commercial Insurance Corporation, Odyssey Reinsurance Company, Zenith Insurance Company, Northbridge General Insurance Corporation, Federated Insurance Company of Canada, Northbridge Indemnity Insurance Corporation, Northbridge Personal Insurance Corporation, Clearwater Insurance Company, Zenith Insurance Company and Advent Underwriting Limited (collectively, the Reporting Persons). Except as specifically amended by this Amendment No. 3, items in the Schedule 13D are unchanged. Capitalized terms used herein that are not defined herein have the meanings ascribed to them in the Schedule 13D.

**Item 1. Security and Issuer.**

The class of securities to which this statement relates is the Common Shares of Blackberry Limited ( BlackBerry ), without par value (the Shares ). The address of the principal executive office of BlackBerry is 295 Philip Street, Waterloo, Ontario N2L 3W8.

**Item 4. Purpose of Transaction.**

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following text immediately prior to the last paragraph of Item 4:

The Subscription Agreement has been amended by the First Amendment to Subscription Agreement, dated November 8, 2013, attached hereto as Exhibit 4 and incorporated herein by reference.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The information set forth in Item 4 is hereby incorporated by reference in this Item 6.

**Item 7. Material to be Filed as Exhibits.**

The following are filed as exhibits to the Schedule 13D:

- Ex. 1: Joint filing agreement dated as of July 17, 2012 among V. Prem Watsa, 1109519 Ontario Limited, The Sixty Two Investment Company Limited, 810679 Ontario Limited, Fairfax Financial Holdings Limited, United States Fire Insurance Company, TIG Insurance Company, General Fidelity Insurance Company, Northbridge Commercial Insurance Corporation, Odyssey Reinsurance Company, Zenith Insurance Company, a California corporation, Northbridge General Insurance Corporation, Federated Insurance

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Company of Canada, Northbridge Indemnity Insurance Corporation, Northbridge Personal Insurance Corporation, Clearwater Insurance Company, Zenith Insurance Company, a Canadian corporation, and Advent Underwriting Limited (filed with the Original Schedule 13D).

- Ex. 4: First Amendment to Subscription Agreement, dated November 7, 2013, among BlackBerry Limited, Fairfax Financial Holdings Limited and the other purchasers named therein (filed herewith).

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

V. Prem Watsa

/s/ V. Prem Watsa

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

1109519 Ontario Limited

By: /s/ V. Prem Watsa  
Name: V. Prem Watsa  
Title: President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

The Sixty Two Investment Company Limited

By: /s/ V. Prem Watsa  
Name: V. Prem Watsa  
Title: President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

810679 Ontario Limited

By: /s/ V. Prem Watsa  
Name: V. Prem Watsa  
Title: President



**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Fairfax Financial Holdings Limited

By: /s/ Paul Rivett  
Name: Paul Rivett  
Title: President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

United States Fire Insurance Company

By: /s/ James V. Kraus

Name: James V. Kraus

Title: Sr. Vice President, General Counsel and Secretary

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

TIG Insurance Company

By: /s/ John J. Bator

Name: John J. Bator

Title: CFO, Treasurer and Sr. Vice President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

General Fidelity Insurance Company

By: /s/ John J. Bator

Name: John J. Bator

Title: CFO, Treasurer and Sr. Vice President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Northbridge Commercial Insurance Corporation

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Odyssey Reinsurance Company

By: /s/ Kirk Reische

Name: Kirk Reische

Title: Vice President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Zenith Insurance Company

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Northbridge General Insurance Corporation

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO



**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Federated Insurance Company of Canada

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Northbridge Indemnity Insurance Corporation

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Northbridge Personal Insurance Corporation

By: /s/ Craig Pinnock  
Name: Craig Pinnock  
Title: CFO

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Clearwater Insurance Company

By: /s/ John J. Bator

Name: John J. Bator

Title: CFO, Treasurer and Sr. Vice President

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Zenith Insurance Company

By: /s/ Michael E. Jansen

Name: Michael E. Jansen

Title: EVP and General Counsel

**SIGNATURE**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 8, 2013

Advent Underwriting Limited

By: /s/ Neil Ewing

Name: Neil Ewing

Title: Company Secretary

**Exhibit Index**

**Exhibit**

| <b>No.</b> | <b>Description</b>  |
|------------|---|
| Ex. 1:     | Joint filing agreement dated as of July 17, 2012 among V. Prem Watsa, 1109519 Ontario Limited, The Sixty Two Investment Company Limited, 810679 Ontario Limited, Fairfax Financial Holdings Limited, United States Fire Insurance Company, TIG Insurance Company, General Fidelity Insurance Company, Northbridge Commercial Insurance Corporation, Odyssey Reinsurance Company, Zenith Insurance Company, a California corporation, Northbridge General Insurance Corporation, Federated Insurance Company of Canada, Northbridge Indemnity Insurance Corporation, Northbridge Personal Insurance Corporation, Clearwater Insurance Company, Zenith Insurance Company, a Canadian corporation, and Advent Underwriting Limited (filed with the Original Schedule 13D). |
| Ex. 4      | First Amendment to Subscription Agreement, dated November 7, 2013, among BlackBerry Limited, Fairfax Financial Holdings Limited and the other purchasers named therein (filed herewith).  |