



Affiliation Protocol

Friday, 28 October 2005

AFFILIATION PROTOCOL

THIS AFFILIATION PROTOCOL is effective 28 October 2005, and is executed between Lexwork International, a network of 16 mid-sized independent law firms located throughout Europe ("Lexwork" or "Lexwork-Europe") and Great Lakes Law, a network of 11 mid-sized independent law firms located in Canada and the United States ("GLL" or "Lexwork-North America").

WHEREAS, although the member firms with Lexwork and with GLL practise independently, they believe that a formal affiliation with dynamic mid-sized law firms spread throughout North America and Europe will assist their clients in obtaining high quality legal services at reasonable prices.

NOW, THEREFORE, the parties agree as follows:

1. Affiliation. The networks created by Lexwork and GLL have each been very successful, and each has its own congenial atmosphere which encourages the practitioners from each of the independent law firms to collaborate professionally and socially in an effort to encourage the exchange of high quality legal services throughout each network for the benefit of clients. Save as mentioned below this proposed affiliation does not intend to change or interfere with each network's independent management and financing. Lexwork and GLL will each continue to operate independently from each other, except as described below.

2. Name. GLL will adopt the name "Lexwork International" and associated service mark and, inasmuch as possible, undertake to protect them both in Canada and in the United States. The name "Lexwork International" and associated service mark will continue to be held by Bircham Dyson Bell, the London member of Lexwork, as Trustee for the member firms of Lexwork International from time to time and licence will be granted to all members to use the name so long as they remain members of Lexwork International. Bircham Dyson Bell will grant a master licence for the whole of North America to Law Network, Inc., the service corporation which owns the GLL name in North America, for the duration of this Protocol under which Law Network Inc will assume responsibility to register and protect the name "Lexwork International" and associated service mark in North America, which rights shall revert to Bircham Dyson Bell upon the termination of this Protocol, as described in Section 10 below. The precise details concerning the registration use and/or license of the name "Lexwork International" and associated service mark will be resolved through the Coordinating Committee.

3. Term. The initial term of the affiliation shall be for a period of five (5) years unless terminated earlier by either party for cause as detailed in Section 10 below.

4. One Network/Independent Networks.

(a) The new network will initially include two geographical components, one referred to as Lexwork-Europe, consisting of the existing European law firms, and the other one referred to as Lexwork-North America, consisting of the GLL law firms, both of which will operate under the name "Lexwork International." Each network will keep its own legal status and maintain its own set of rules, bylaws or other organizational documents. In addition, each network will continue its own dues/membership fees structure and its own independent financing so that there shall be no co-mingling of funds between Lexwork-Europe and Lexwork-North America, save as described in 4(c) below.

(b) Notwithstanding that for organizational and financial purposes Lexwork-Europe and Lexwork-North America will operate independently as described in 4(a) above, Lexwork International will be presented to the outside world as one single network. This will involve creating and maintaining a single web address as a point of access and adoption of a common format/style for the websites and promotional material of Lexwork-Europe and Lexwork-North America. It will also involve the submission of a single entry to relevant directories e.g. Martindale Hubbell.

(c) The matters referred to in 4(b) above and any other matters agreed by the Coordinating Committee referred to below to fall into the same category will constitute a central overhead cost to be shared equally between Lexwork-Europe and Lexwork-North America.

5. Coordinating Committee. The central administration of Lexwork International will be undertaken by a Coordinating Committee composed of three (3) lawyers from Lexwork-Europe and three (3) lawyers from Lexwork-North America. These six lawyers will conduct most of the new network's business through e-mail and monthly/quarterly conference calls. The Chairperson and Vice Chairperson shall rotate yearly among the members of the Coordinating Committee. Any financial compensation for undertaking a role on the Coordinating Committee shall be determined by Lexwork-Europe (in respect of its appointees) and by Lexwork-North America (in respect of its appointees). Although the Coordinating Committee will attempt to reach a consensus on all matters brought before it, each member of the Coordinating Committee has one (1) vote, and the vote of a majority of the members of the Coordinating Committee shall determine any matter considered by the Committee. The normal term of the members of the Coordinating Committee shall be three (3) years, except for its first members whose terms shall be as follows: (a) Two (2) members for two (2) years; (b) two (2) members for three (3) years; and (c) two (2) members for four (4) years. The Coordinating Committee would have a broad charge to work on the integration of the two networks and their effective cooperation thereafter, and its goals would include, but not be limited to:

(a) Resolving the precise details of how the name "Lexwork International" will be protected, how it will be used and/or licensed between the two networks, in accordance with para.2 above.

(b) Resolving the design of the internet home page for Lexwork International and how Lexwork International will be listed on the internet and with law firm paper and electronic directories so that potential clients are able to contact the firms at Lexwork-Europe and Lexwork-North America.

(c) Recommendations concerning marketing initiatives involving both networks and their independent law firms.

(d) Recommendations concerning the financing of joint meetings and other joint projects.

(e) Resolving policies and procedures to allow the networks and their respective firms to efficiently interact.

(f) Recommendations concerning any further expansion of Lexwork International.

No recommendation of the Coordinating Committee will become effective until it has been approved by the membership of Lexwork-Europe and separately by the membership of Lexwork-North America in accordance with their own respective rules/byelaws.

6. Annual Meetings. Each network will maintain its own annual meetings in their present format. Lexwork-North America meets once a year with its Governing Board and with its Managing Partners at a law firm host site, and Lexwork-Europe meets twice a year. The parties believe that a joint meeting, including representatives from both Lexwork-Europe and Lexwork-North America, should be convened yearly and this meeting would alternate between Europe and North America from year to year. The goal is to have all member firms participate in the annual meeting. The Coordinating Committee will develop proposals for this meeting. Each network will fund its own lawyers' expenses of traveling and lodging associated with the joint annual meeting when hosted by the other network. The meeting costs of the host firm will be split among all participants, and each network will bear its proportionate costs for its participating member firm representatives and spouses. The Coordinating Committee will develop a policy to reflect this sharing of annual meeting expenses.

7. New Member Firms. Each network will be the sole judge of adding new member firms in its geographic area, but will seek the input of the other network's preferences based upon their client needs and take account of any pre-existing relationships which may be of assistance. The Coordinating Committee will solicit the views of each network and will prioritize in what geographical areas firms are needed to satisfy client needs. Each network commits to the objective of expanding its membership so as to provide satisfactory coverage in the capital cities or other major commercial business centers in each commercially significant country, state or province in its geographical area as soon as reasonably practicable.

It is agreed that all new member firms should conform to the following characteristics, unless otherwise agreed by the Coordinating Committee in any case:

- * mid-sized (by reference to their local market);
- * independent (not a member of any other network whose rules would make it difficult for them to participate fully as a member of Lexwork International);
- * providing a range of core services to business clients – corporate, commercial, intellectual property, employment, real estate and litigation.

8. Press Releases. The Coordinating Committee will propose the timing and content of press releases announcing the affiliation of the two networks, and each network will coordinate the release of public announcements involving the networks and Lexwork International.

9. Referral of Business. All law firms in the two networks are encouraged to refer business and clients between member firms of both networks. The Coordinating Committee will be responsible for establishing referral procedures, and shall recommend how to track referrals between the two networks and among the various law firms. There are no referral fees paid among the firms who are members of either network, and referrals between the two networks and the member firms are not intended to be exclusive.

10. Termination. This Protocol shall terminate upon the expiration of the initial five (5) year term unless earlier terminated for cause by either Lexwork-Europe or Lexwork North America. "Cause" shall be limited to problems with member firms from either network failing to deliver upon services for clients of member firms in the other network. In the event that either Lexwork-Europe or Lexwork-North America passes a resolution (in accordance with its own rules/by-laws) to terminate its affiliation with the other network for cause, then the affiliation hereby created will terminate 6 months after the date on which notice of such resolution is given to the other network via its members on the Coordinating Committee. Upon any such termination, either at the end of five (5) years or for cause, all rights to the name "Lexwork International" and associated service mark shall belong to and be held by Bircham Dyson Bell for the members of Lexwork-Europe.

11. Disputes. If there are any disagreements or disputes between the two networks or any member firms, the Coordinating Committee will attempt to resolve the dispute. If the dispute cannot be resolved through the best efforts of the Coordinating Committee, then the Coordinating Committee shall select an international arbitration process and the dispute will be finally resolved before a single arbitrator using this process. Any dispute referred to arbitration shall be resolved in accordance with English Law.

IN WITNESS WHEREOF, the parties hereto have executed this foregoing Affiliation Protocol, effective as of the date set forth above.

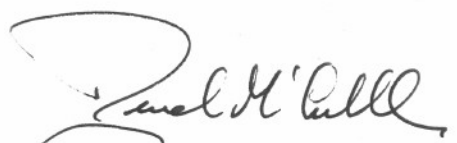
LEXWORK:

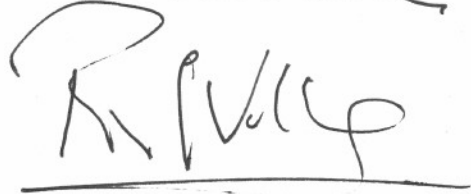
LEXWORK INTERNATIONAL

By: 



Its: _____





GLL:

GREAT LAKES LAW

By: Michael McPherson

Its: Donald J. Lawson

CARA T. McPherson

Andri J. Perschke