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PLAN AND AGREEMENT OF MERGER

**ESHME, INC.
A WHOLLY-OWNED SUBSIDIARY OF
EPOCH SOFTWARE HOLDINGS PLC
INTO
MYLAWYER.COM, INC.**



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PLAN AND AGREEMENT OF MERGER

ESHME, INC. A WHOLLY-OWNED SUBSIDIARY OF EPOCH SOFTWARE HOLDINGS PLC INTO MYLAWYER.COM, INC.

THIS PLAN AND AGREEMENT OF MERGER (which, with the Exhibits and Schedules attached hereto that are hereby incorporated herein by reference, are collectively referred to as the "Agreement") is made and entered into on the 31 day of May, 2000, by and among Epoch Software Holdings Plc, a British corporation ("Epoch"), Mylawyer.com, Inc., a Wyoming corporation ("Mylawyer" or the "Surviving Corporation"), and ESHME, Inc., a Maryland corporation ("ESHME").

Explanatory Statement

A. Epoch is a corporation organized and existing under the laws of England and Wales under the Companies Act 1985, having been incorporated on 30 November 1998 under company number 3676175. The registered office of Epoch is situated at Unit 1 Technology Park, Colindeep Lane, NW9 6BX, London, United Kingdom.

B. The authorized share capital of Epoch as at the date of this Agreement is £150,000 divided into 13,200,000 ordinary shares of 1p each and 1,800,000 'A' ordinary shares of 1p each, of which 8,126,959 ordinary shares of 1p each and 1,750,001 'A' ordinary shares of 1p each are issued and fully paid as at the date of this Agreement.

C. Mylawyer is a corporation organized and existing under the laws of the State of Wyoming. Information concerning Mylawyer's (i) Articles of Incorporation, filing date

**CERTIFIED A TRUE COPY
OF THE ORIGINAL**

Fox Williams 14/11/00
**FOX WILLIAMS
CITY GATE HOUSE
39-45 FINSBURY SQUARE
LONDON EC2A 1UU**

(ii) Resident Agent, and (iii) authorized and issued share capital is attached as Schedule ES-1 hereto.

D. ESHME was formed on March 21, 2000, and is a corporation organized and existing under the laws of the State of Maryland. Information concerning ESHME's (i) Articles of Incorporation filing date, (ii) Resident Agent, and (iii) authorized and issued share capital is attached as Schedule ES-2 hereto.

E. All of the issued and outstanding shares of ESHME's stock are owned by Epoch.

F. ESHME, Mylawyer, and Epoch intend that the Merger be considered a "tax-free" reorganization pursuant to Section 368(a) of the Code and qualify as a reverse triangular merger under Section 368(a)(1)(A) and (a)(2)(E) of the Code.

G. The board of directors of Mylawyer deems it advisable that ESHME be merged with and into Mylawyer on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the states of Maryland and Wyoming, respectively, which permit such merger.

H. The board of directors of ESHME deems it advisable that ESHME be merged with and into Mylawyer on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the states of Maryland and Wyoming, respectively, which permit such merger.

I. As consideration for the Merger, the shareholders of Mylawyer shall receive shares of Epoch Stock.

NOW THEREFORE, in consideration of the mutual promises, agreements, covenants, representations, and warranties contained herein, and the Explanatory Statement, which is incorporated herein by reference and made a substantive part hereof, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned corporations do hereby agree as follows:

ARTICLE I

DEFINITIONS

Definitions. As used in this Agreement, the following terms shall have the meaning set forth after each such term.

1.1 "1934 Act" means the Securities and Exchange Act of 1934, as amended.

1.2 "1933 Act" means the Securities Act of 1933, as amended.

1.3 "Balance Sheet" means each of Mylawyer's balance sheet (including the notes thereto), as at December 31, 1998 and 1999, respectively.

1.4 "Business Day " means a day when clearing banks are open for business in the city of London (other than a Saturday, Sunday or public holiday).

1.5 "Closing" means the closing of the Merger, to be held at the offices of Fedder and Garten, 36 South Charles Street, Baltimore, Maryland, on the Closing Date.

1.6 "Closing Date" means the date on which all conditions to the closing of the Merger, as set forth herein, have been satisfied.

1.7 "Code" means the Internal Revenue Code of 1986, as amended.

1.8 "Disclosure Letter" shall mean that letter in the form attached hereto as Exhibit C executed and delivered by Mylawyer and Granat no later than 5 p.m. (eastern standard time in the United States) one (1) Business Day prior to the Closing Date which shall serve to update the representations of Mylawyer set forth herein solely for events occurring after the date hereof.

1.9 "Effective Date" means the later of (i) the date the Merger becomes effective as provided by the applicable laws of the state of Maryland and (ii) the date the Merger becomes

effective as provided by the applicable laws of the state of Wyoming.

1.10 "Epoch Stock" means ordinary shares of 1p each of Epoch or of such other denomination which may result from a reorganization of the ordinary share capital of Epoch prior to Closing.

1.11 "ERISA" means the Employees Retirement Income Security Act of 1974.

1.12 "FER Placing Agreement" means the placing agreement to be entered into between Epoch, the Sponsor and others in connection with the placing of ordinary shares of Epoch on the Further Equity Raising.

1.13 "Financial Statements" means Mylawyer's Balance Sheets and Interim Balance Sheet and the related unaudited consolidated statements of income, changes in shareholders' equity and cash flow for the period ending on the last day of the month preceding the Effective Date, including the notes, if any, thereto.

1.14 "Further Equity Raising" means an issue of equity securities (as that expression is defined in Section 94 of England's Companies Act 1985) by Epoch raising a minimum gross amount of Four Million Five Hundred Thousand Pounds (£4,500,000).

1.15 "Granat" means Richard S. Granat and Nancy Granat, his wife, jointly and severally.

1.16 "Insiders" means the officers, directors, partners, employees, representatives and agents of Mylawyer.

1.17 "Intangible Property" means licenses or other rights held or owned by Mylawyer to use all software, patents, trademarks, trade names, trade secrets, copyrights, inventions, formulae, methods and processes, including without limitation, the domain name "Mylawyer.com" and all content posted on the Websites.

1.18 "Interim Balance Sheet" means Mylawyer's unaudited balance sheet as of March 31, 2000.

1.19 "Internet Policy" means the internet professional liability policy of insurance issued by American International Specialty Lines Insurance Company, a wholly owned subsidiary of AIG (American International Companies), a copy of which is attached hereto as Schedule 1.18.

1.20 "Investment Letters" means letters that are acceptable in form and substance to Epoch's counsel, which letters will be executed by each Shareholder prior to or on the Closing Date.

1.21 "IPO" means the admission of any part of Epoch's share capital to the Official List of the UK Listing Authority, or to trading on the Alternative Investment Market of the UK Listing Authority or commencement of dealings in any part of the share capital of Epoch on any other recognized investment exchange (as defined in section 207 of England's Financial Services Act of 1986).

1.22 "Lien" means any security interest, mortgage, pledge, claim, lien, or encumbrance on any of the assets of Mylawyer.

1.23 "Material Adverse Effect" means any event which reasonably could be expected, in the opinion of Epoch or the Sponsor, to (i) result in a material adverse effect on the properties, business, results of operations, condition (financial or otherwise), prospects or affairs of Mylawyer, or (ii) in any manner, draw into question the validity of any of the Merger Documents.

1.24 "Merger" means the merger of ESHME into Mylawyer in accordance with the applicable provisions of the laws of the states of Maryland and Wyoming.

1.25 "Merger Documents" means any of the documents executed and delivered in connection with the Merger to which Mylawyer, or any of its Shareholders, are parties.

1.26 "Merger Shares" means the aggregate number of shares of Epoch Stock that is

received by the Shareholders pursuant to the Merger.

1.27 "Placing Agreement" means the placing agreement to be entered into between Epoch, the Sponsor and others in connection with the placing of ordinary shares of Epoch on an IPO.

1.28 "Shareholder" or "Shareholders" means the holders of any shares of the capital stock of Mylawyer.

1.29 "Sponsor" means Durlacher Limited of 4 Chiswell Street, London ECY1Y 4UP.

1.30 "State Acts" means any applicable state securities laws or Blue Sky laws.

1.31 "Surviving Corporation" is defined in the introductory paragraph hereof.

1.32 "Websites" mean any of the websites listed on Schedule 1.32 hereof.

ARTICLE II

MERGER

2.1 Merger. ESHME shall be merged with and into Mylawyer and shall become a single corporation, and Mylawyer shall be the Surviving Corporation upon the Effective Date.

2.2 Closing. The closing shall occur as soon as practicable after all of the conditions contained herein shall have been satisfied, but in no event later than June 30, 2000, unless such Closing Date is extended by Epoch in its sole discretion.

2.3 Effect of Merger. Upon the Effective Date:

2.3.1 ESHME shall merge with and into Mylawyer, and the separate existence of ESHME shall cease except to the extent provided by the laws of the states of Maryland and Wyoming;

2.3.2 The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Mylawyer

and ESHME; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and every other interest of, or belonging to, or due to Mylawyer and ESHME, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Mylawyer and ESHME shall not revert or be in any way impaired by reason of the Merger;

2.3.3 The Surviving Corporation shall henceforth be responsible and liable for all of the liabilities and obligations of Mylawyer and ESHME; and any claim existing or action or proceeding pending by or against Mylawyer and ESHME may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of Mylawyer and ESHME shall be impaired by the Merger; and

2.3.4 The aggregate amount of the net assets of Mylawyer and ESHME which were available for the payment of dividends immediately prior to the Merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the Surviving Corporation.

ARTICLE III

CERTIFICATE OF INCORPORATION, BY-LAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

3.1 Certificate of Incorporation. The Certificate of Incorporation of Mylawyer shall constitute the Certificate of Incorporation of the Surviving Corporation until thereafter amended in the manner provided by law. The Certificate of Incorporation of Mylawyer is set forth as Exhibit A.

3.2 Bylaws. The Bylaws of Mylawyer as existing and constituted immediately prior to the Effective Date shall be and constitute the Bylaws of the Surviving Corporation until thereafter amended. A copy of the Bylaws of Mylawyer is set forth as Exhibit B attached hereto.

3.3 Officers and Directors. The board of directors, the members thereof, and the officers of Mylawyer immediately prior to the Effective Date shall be and constitute the board of directors, the members thereof, and the officers of the Surviving Corporation, until they are removed in accordance with the Bylaws of the Surviving Corporation as detailed in Article XIII.

ARTICLE IV

EXCHANGE OF SHARES

4.1 Conversion of Shares. On the Effective Date, the total number of issued and outstanding shares of common stock of Mylawyer shall be converted into Four Hundred Fifty-Two Thousand Eight Hundred Twenty (452,820) fully paid shares of Epoch Stock. Each Shareholder of Mylawyer will receive the number of shares of Epoch Stock as set forth opposite his or her name on Schedule 4.1.

4.2 Exchange of Certificates. After the Effective Date, each owner of an outstanding certificate or certificates theretofore representing shares of Mylawyer shall be entitled, upon surrendering such certificate or certificates to Epoch, to receive in exchange therefor a certificate or certificates representing the number of shares of Epoch Stock into which the shares of Mylawyer theretofore represented by the surrendered certificate or certificates shall have been converted as hereinbefore provided. Until so surrendered, each outstanding certificate which, prior to the Effective Date, represented shares of Mylawyer shall be deemed, for all corporate purposes, to represent the ownership of Epoch Stock on the basis hereinbefore provided.

4.3 Fractional Shares. No scrip or fractional share certificates of Epoch Stock shall be issued as a result of the Merger, but in lieu of each fractional interest, a shareholder entitled to a fractional share equal to one-half or more of one share of Epoch Stock shall receive a full share of Epoch Stock and any fractional share equal to less than one-half of one share of Epoch Stock shall be eliminated and extinguished.

4.4 Exchange of ESHME. On the Effective Date, each share of capital stock of ESHME issued and outstanding immediately prior to the Effective Date shall thereupon be converted into and become one share of common stock of the Surviving Corporation. Each share of such common stock issued pursuant to this section shall be fully paid and nonassessable.

ARTICLE V

PAYMENT OF EXPENSES AND FURTHER ASSURANCES

5.1 Expenses. Epoch, ESHME and Mylawyer shall each bear its own expenses incurred in the course of carrying this Agreement into effect and accomplishing the Merger provided for herein. Notwithstanding the foregoing, Mylawyer may, pursuant to Section 2.2 of the Loan and Standstill Agreement dated March 22, 2000, executed by and between Mylawyer and Epoch, use some of the proceeds of the Loan (as defined in said agreement) to fund costs of the Merger.

5.2 Further Assurances. If at any time Epoch or Mylawyer shall consider or be advised that any further assignment or assurance in law is necessary to vest in Surviving Corporation the title to any property or rights of Mylawyer, the proper officers and directors of Mylawyer shall take all reasonable steps to execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in Mylawyer, and otherwise to carry out the purposes of this Agreement. If at any time Epoch shall consider or be advised that any further assignment or assurance in law is necessary to vest in Epoch the

ownership of Mylawyer pursuant to the Merger, the Shareholders shall take all reasonable steps to execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such rights in Epoch, and otherwise carry out the purposes of this Agreement.

ARTICLE VI

APPROVAL OF MERGER

6.1 Shareholder Approval. This Agreement shall be submitted to the Shareholders and the sole stockholder of ESHME, as provided by law, and shall take effect, and be deemed to be the plan and agreement of merger of said corporations upon the approval or adoption thereof by the Shareholders and sole stockholder of ESHME in accordance with the requirements of the laws of the states of Wyoming and Maryland, and upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the Merger under the provisions of the applicable statutes of the states of Maryland and Wyoming.

6.2 Recommendation for Approval. By approving this Agreement, the board of directors of Mylawyer hereby acknowledges and agrees that it shall submit this Agreement to the Shareholders for approval and shall recommend to the Shareholders that the Merger as set forth in this Agreement be approved.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Mylawyer and Granat. Mylawyer and Granat jointly and severally represent and warrant to Epoch as of the date hereof, and shall again represent and warrant as of the Closing Date, that except as set forth in the Schedules and/or the Disclosure Letter (unless the context specifically states otherwise, any reference to Mylawyer in the following

representations and warranties shall be deemed to include the Center for Law Practice Technology, Inc.):

7.1.1 Organization. Mylawyer has been duly organized, is validly existing as a corporation in good standing under the laws of the State of Wyoming, and has the requisite corporate power and authority to own, lease, and operate its properties, and to carry on its business as it is currently being conducted.

7.1.2 Power and Authority. Mylawyer has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, and Mylawyer has all requisite corporate power and authority to execute, deliver, and perform its obligations under any of the other Merger Documents, and to consummate all transactions contemplated hereby.

7.1.3 Capital Stock. All of the issued and outstanding shares of capital stock of, or other ownership interests in, Mylawyer have been duly and validly authorized and issued, and all such shares of capital stock are fully paid and nonassessable. No such capital stock was issued in violation of any preemptive or similar rights.

7.1.4 Rights of Others. Other than the Center for Law Practice Technology, Inc., a Wyoming corporation ("CLPT") and Interactive Legal Media, Inc., a Florida corporation ("ILM"), Mylawyer has no direct or indirect subsidiaries, and there are no outstanding subscriptions, rights, warrants, options, calls, convertible securities, commitments of sale, or Liens related to or entitling any person to purchase or otherwise to acquire any shares of the capital stock of, or other ownership interest in, Mylawyer, CLPT or ILM, except as set forth in the \$100,000.00 Promissory Note dated March 22, 2000, with Epoch as lender and Mylawyer as borrower. Mylawyer owns all of the issued and outstanding capital stock of CLPT.

7.1.5 Validity of Agreement. This Agreement has been duly and validly authorized, executed, and delivered by Mylawyer and constitutes a valid and legally binding agreement of Mylawyer, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditor's rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and, as to rights of indemnification, by principles of public policy or federal or state securities laws relating thereto.

7.1.6 Financial Statements. Attached hereto as Exhibit D are copies of the following financial statements of Mylawyer: (a) a balance sheet for Mylawyer for the year ended December 31, 1998, (b) a balance sheet for Mylawyer for the year ended December 31, 1999, (c) the Interim Balance Sheet, and (d) any additional Financial Statements associated therewith. Such Financial Statements and notes thereto fairly represent the financial condition and results of operations of Mylawyer as at the date thereof and for the periods therein referred to, all in accordance with generally accepted United States accounting principles, subject, in the case of interim financial statements, to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes (which, if presented, would not differ materially from those included in the Balance Sheet); the Financial Statements reflect the consistent application of such accounting principles throughout the periods involved, except as disclosed in the notes to such Financial Statements.

7.1.7 Liabilities. Except as set forth in Schedule 7.1.7 or the Financial Statements, Mylawyer has no obligations or liabilities, contingent or otherwise. Schedule 7.1.7 also sets forth

any (a) amounts owed to Insiders and (b) accounts payable that have been outstanding for more than sixty (60) days.

7.1.8 No Conflict. The execution, delivery, and performance of this Agreement and the other Merger Documents by Mylawyer and the consummation of the transactions contemplated hereby will not violate, conflict with, or result in a breach or violation of the charter or Bylaws of Mylawyer or any of the terms or provisions of, or constitute a default or cause an acceleration of any obligation under, or result in the imposition or creation of (or the obligation to create or impose) a Lien with respect to the charter or Bylaws of Mylawyer, any bond, note, debenture, or other evidence of indebtedness or any indenture, mortgage, deed of trust, or other agreement or instrument to which Mylawyer is a party or by which it is bound, or to which any properties of Mylawyer are or may be subject, or contravene any order of any court or governmental agency or body having jurisdiction over Mylawyer or any of its properties, or violate or conflict with any statute, rule or regulation, or administrative or court decree applicable to Mylawyer or any of its properties, except for any such violations, conflicts, breaches, or defaults which, singularly or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

7.1.9 Tax Matters.

(a) All federal, state, local and foreign returns, (including, without limitation, estimated tax returns, withholding tax returns with respect to employees, and FICA and FUTA returns) required to be filed by or on behalf of Mylawyer have been timely filed or requests for extensions have been timely filed, granted and have not expired and all returns filed are materially complete and accurate. All taxes shown on filed returns have been paid. As of the date hereof, and again as of the Closing Date, there is and shall be no audit examination, deficiency or refund

litigation or matter in controversy with respect to any taxes that might result in a determination adverse to Mylawyer, except as reserved against in the Financial Statements. All taxes, interest, additions and penalties due with respect to completed and settled examinations or concluded litigation have been paid.

(b) Mylawyer has not executed an extension or waiver of any statute of limitations on the assessment or collection of any tax due that is currently in effect.

(c) To the extent any federal, state, local or foreign taxes are due from Mylawyer for the period or periods beginning on the date of commencement of its most recent fiscal year, or thereafter through and including the Closing Date, adequate provision on an estimated basis has been or will be made for the payment of such taxes by establishment of appropriate tax liability accounts on the Interim Balance Sheet.

(d) Deferred taxes, if any, of Mylawyer have been provided for in accordance with generally accepted accounting principles.

7.1.10 Properties. Mylawyer has good and marketable title, free and clear of all Liens, encumbrances, charges, defaults or equities of whatever character, to all of its properties and assets, tangible or intangible, whether real, personal or mixed, reflected in its Financial Statements as being owned by it or acquired by it thereafter. All fixtures, equipment and other property and assets which, in the opinion of Mylawyer's management are material to its business, held under leases or subleases by Mylawyer are held under valid instruments enforceable in accordance with their terms. The policies of fire, theft, liability and other insurance, including, but not limited to the Internet Policy, maintained with respect to the assets or business of Mylawyer are in full force and effect and provide adequate coverage against any loss reasonably foreseeable in the conduct of Mylawyer's business.

7.1.11 Compliance with Laws. Mylawyer is in compliance with all laws, regulations, reporting and licensing requirements and orders applicable to its business or any of its employees (because of such employee's activities on behalf of it), the breach or violation of which could have a Material Adverse Effect on its business; and Mylawyer is not aware of and has received no notification, from any agency or department of federal, state or local government, regulatory authorities, licensing authorities or the staff thereof, asserting that it is not in compliance with any of the statutes, regulations, rules, ordinances or licensing requirements which such governmental authority, regulatory authority or licensing authority enforces, or threatening to revoke any license, franchise, permit or governmental authorization, and is subject to no agreement with any regulatory authority or licensing authority with respect to its assets or business.

7.1.12 Employee Benefit Plan. There are no employee benefit plans in place that are subject to ERISA.

7.1.13 Commitments and Contracts. Except as set forth in Schedule 7.1.13, Mylawyer is not a party or subject to any of the following (whether written or oral, express or implied):

(a) any employment contract or understanding (including any understandings or obligations with respect to severance or termination pay liabilities or fringe benefits) with any present or former officer, director, employee or consultant (other than those which are terminable at will by Mylawyer without the necessity of making payments to such person following termination of employment);

(b) any plan, contract or understanding providing for bonuses, pensions, options, deferred compensation, retirement payments, profit sharing or similar understandings with respect to any present or former officer, director, employee or consultant;

(c) any contract or agreement with any labor union;

(d) any contract not made in the ordinary course of business containing covenants limiting the freedom of Mylawyer to compete in any line of business or with any person or involving any restriction regarding the area in which, or method by which, Mylawyer will carry on its business (other than as may be required by law or applicable authorities);

(e) any lease with annual rental payments aggregating \$2,500 or more.

7.1.14 Labor. No work stoppage involving Mylawyer is pending or, to the best of Mylawyer's knowledge, threatened. Mylawyer is not involved in, or threatened with or affected by, any labor dispute, arbitration, lawsuit or administrative proceeding which could materially and adversely affect the business of Mylawyer. Mylawyer's employees are not represented by any labor union nor are any collective bargaining agreements otherwise in effect with respect to such employees.

7.1.15 Contracts. Schedule 7.1.15 sets forth all contracts, agreements, arrangements and commitments of Mylawyer, including, but not limited to, any contracts, agreements, arrangements or commitments with respect to employment or election or retention in office of any director, officer or employee.

7.1.16 Material Contract Defaults. Mylawyer is not in default in any material respect under any material contract, agreement, commitment, arrangement, lease, insurance policy or other instrument to which it is a party or by which its assets, business or operations may be bound or affected or under which it or its assets, business or operations receive benefits, and there has not occurred any event which, with the lapse of time or the giving of notice or both, would constitute a default.

7.1.17 Legal Proceedings. There are no actions, suits or proceedings instituted or pending, or to the best knowledge of Mylawyer threatened (or unasserted but considered probable of assertion and which if asserted would have at least a reasonable probability of an unfavorable outcome) against or relating to Mylawyer, or against any property, asset, interest or right of Mylawyer, that could have a Material Adverse Effect. Mylawyer is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, stay, decree, rule, regulation, code or ordinance that threatens or might impede the consummation of the transactions contemplated by this Agreement.

7.1.18 Absence of Certain Changes or Events. Except as set forth in Schedule 7.1.18, since the date of the Financial Statements Mylawyer has not: (i) incurred any liability in excess of Five Thousand Dollars (\$5,000.00), except in the ordinary course of its business or, except as permitted pursuant to this Agreement or any other Merger Document; (ii) suffered any Material Adverse Effect; or (iii) failed to operate its business in the ordinary course.

7.1.19 Accounts Receivable. Not applicable.

7.1.20 Proprietary Rights. Mylawyer owns or possesses adequate licenses or other rights to use all Intangible Property currently used by it in the conduct of its business, without any known conflict with the rights of others. No royalties, honoraria or fees are payable by Mylawyer to any person by reason of the ownership or use of its Intangible Property. All items of its Intangible Property are valid and in good standing and are adequate and sufficient to permit Mylawyer to conduct its business as now operated, and no other rights are due or required by Mylawyer in its operations. There are no licenses, sublicenses or agreements relating to its use now in effect, and none of the aforesaid are being infringed by others. No claim is pending or threatened or has been made within the past five years, to the effect that operation by Mylawyer of its business or the

manufacture or sale of its products, software or any formula, method, process, part or material they employ, infringes or conflicts in any way upon any rights owned or claimed by others.

7.1.21 Environmental Matters. Not applicable.

7.1.22 No Broker. Mylawyer has incurred no liability for finder's, agent's or brokerage fees, commissions or compensation in connection with this Agreement or the transactions contemplated hereby.

7.1.23 Best Efforts. On or prior to the Closing, Granat and Mylawyer will, to the extent permitted by applicable laws, rules and regulations, take such reasonable actions and execute and deliver all such agreements, documents, certificates or amendments to this Agreement as may be necessary to effectuate the provisions and intent of this Agreement.

7.1.24 No Consents. No consent, waiver, approval, authorization, or order of, or filing, registration, qualification, license, or permit of or with any court or governmental agency, body, or administrative agency or other person is required for the execution, delivery, and performance of this Agreement or any of the Merger Documents by Mylawyer, and the consummation of the contemplated transactions, except (i) such as have been obtained and made, and (ii) as to which the failure to be obtained or made would not, either individually or in the aggregate, have a Material Adverse Effect.

7.1.25 Place of Business. Mylawyer's principal place of business is Baltimore, Maryland. Mylawyer does not have offices or employees in any other state.

7.1.26 Name. Other than as set forth on Schedule 7.1.26, Mylawyer has not operated under or used any other name or trade name in its business and operations.

7.1.27 Accuracy of Information. All information provided by Mylawyer or any other person representing Mylawyer in connection with the Merger is in all material respects true

and accurate, and Mylawyer or such other person has not omitted to state any material fact necessary to make such information not misleading, including, but not limited to the information listed on Mylawyer's website at www.digital-lawyer.com/plan, a hard copy of which is attached hereto as Schedule 7.1.27.

7.1.28 Center for Law Practice Technology. CLPT is duly organized, validly existing and in good standing under the laws of the State of Wyoming. CLPT does not have any employees. Attached hereto as Schedule 7.1.28 is a list of all of the assets and liabilities of CLPT. CLPT has a separate and distinct tax identification number from the corporation of the same name that was incorporated in Maryland, and whose charter was forfeited on October 7, 1999.

7.1.29 List of Shareholders. All of the Shareholders are listed on Schedule 4.1.

7.1.30 Intellectual Property. Schedule 7.1.30 contains a complete and correct list of all current or pending U.S. and foreign patents, trademark and trade name registrations, trademarks and trade names, brandmarks and brand name registrations, servicemarks and servicemark registrations, assumed names and copyrights and copyright registrations, owned in whole or in part or used by Mylawyer or its subsidiary, and all applications therefore. Except as set forth on Schedule 7.1.30, there are no licenses or other agreements to which Mylawyer or its subsidiary is a party or otherwise bound which relate to any of the foregoing. Mylawyer and its subsidiary own or have the legal and beneficial right to use all of the foregoing; no proceedings have been instituted, are pending or, to the best of Mylawyer's knowledge, threatened, which challenge the rights of Mylawyer or its subsidiary in respect thereto or the validity thereof, and to the best of Mylawyer's knowledge, none of the aforesaid violates any laws, statutes, ordinances or regulations, or has at any time infringed upon or violated any rights of privacy or libel or any other

rights of others including but not limited to any copyright infringement, or is being infringed by others including but not limited to any copyright infringement; and none of the aforesaid is subject to any outstanding order, decree, judgment, stipulation or charge.

7.1.31 Intercompany Transactions. Except as set forth on Schedule 7.1.31, there exist no inter-company transactions between Mylawyer and its subsidiary, and none of the Shareholders and none of the officers or directors of Mylawyer or its subsidiary are indebted to Mylawyer, or otherwise a party to any transaction involving Mylawyer or its subsidiary, and neither Mylawyer nor its subsidiary is indebted to, or otherwise a party to any transaction involving, any of such persons, other than on an arm's length basis.

Neither Granat nor Mylawyer is aware of any matter that might make any of the foregoing representations or warranties materially incorrect or inaccurate.

7.2 Representations and Warranties of Epoch and ESHME. Epoch and ESHME, as text indicates, represent and warrant to Mylawyer and the Shareholders that as of the date hereof, and again as of the Closing Date (unless otherwise set forth in writing):

7.2.1 Epoch has been duly organized, is validly existing as a corporation in good standing under the laws of England and Wales, and has the requisite corporate power and authority to own, lease, and operate its properties, and to carry on its business as it is currently being conducted.

7.2.2 ESHME has been duly organized, is validly existing as a corporation in good standing under the laws of the State of Maryland, and has the requisite corporate power and authority to own, lease, and operate its properties, and to carry on its business as it is currently being conducted.

7.2.3 Epoch will exercise its best efforts to ensure that it will have sufficient

authorized capital to carry out the transaction contemplated by this Agreement.

7.2.4 The Epoch Stock to be delivered to the Shareholders in connection with the Merger will be duly authorized, validly issued and fully paid, and will in all respects rank pari passu with all other Epoch Stock and have the same rights and benefits of ownership as all other Epoch Stock as of the Closing.

7.2.5 Epoch has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, and Epoch has all requisite corporate power and authority to execute, deliver, and perform its obligations under any of the other Merger Documents, and to consummate all transactions contemplated hereby.

7.2.6 ESHME has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, and ESHME has all requisite corporate power and authority to execute, deliver, and perform its obligations under any of the other Merger Documents, and to consummate all transactions contemplated hereby.

7.2.7 This Agreement has been duly and validly authorized, executed, and delivered by Epoch and ESHME and constitutes a valid and legally binding agreement of Epoch and ESHME, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditor's rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and, as to rights of indemnification, by principles of public policy or federal or state securities laws relating thereto.

7.2.8 The execution, delivery, and performance of this Agreement and the other Merger Documents by Epoch and ESHME and the consummation of the transactions contemplated hereby will not violate, conflict with, or result in a breach or violation of the Memorandum and

Articles of Association of Epoch or the charter or Bylaws of ESHME or any of the terms or provisions of, or constitute a default or cause an acceleration of any obligation under, or result in the imposition or creation of (or the obligation to create or impose) a lien with respect to the Memorandum and Articles of Association of Epoch or charter or bylaws of ESHME, any bond, note, debenture, or other evidence of indebtedness or any indenture, mortgage, deed of trust, or other agreement or instrument to which Epoch or ESHME is a party or by which it is bound, or to which any properties of Epoch or ESHME are or may be subject, or contravene any order of any court or governmental agency or body having jurisdiction over Epoch or ESHME or any of its properties, or violate or conflict with any statute, rule or regulation, or administrative or court decree applicable to Epoch or ESHME or any of its properties, except for any such violations, conflicts, breaches, or defaults which, singularly or in the aggregate, would not reasonably be expected to result in a material adverse effect.

7.2.9 Except for (i) the delay by Epoch in registering for the pay-as-you-earn tax system within the United Kingdom and the necessity to agree, with the Inland Revenue, a payment plan to bring such payments up to date, and (ii) certain adjustments required by HM Customs & Excise in relation to Epoch's value added tax returns for the period February 9, 1999 to November 30, 1999 and December 1, 1999 to February 2, 2000, Epoch is not aware of and has received no notification, from any agency or department of state or local government, regulatory authorities, licensing authorities or the staff thereof, asserting that it is not in compliance with any of the statutes, regulations, rules, ordinances or licensing requirements which such governmental authority, regulatory authority or licensing authority enforces, or threatening to revoke any license, franchise, permit or governmental authorization, and is subject to no agreement with any regulatory authority or licensing authority with respect to its assets or business.

7.2.10 On or prior to the Closing, Epoch and ESHME will, to the extent permitted by applicable laws, rules and regulations, take such reasonable actions and execute and deliver all such agreements, documents, certificates or amendments to this Agreement as may be necessary or desirable to effectuate the provisions and intent of this Agreement.

7.2.11 No consent, waiver, approval, authorization, or order of, or filing, registration, qualification, license, or permit of or with any court or governmental agency, body, or administrative agency or other person is required for the execution, delivery, and performance of this Agreement or any of the Merger Documents by Epoch or ESHME, and the consummation of the contemplated transactions, except: (i) such as have been obtained and made; and (ii) as to which the failure to be obtained or made would not, either individually or in the aggregate, have a material adverse effect.

7.3 Representations and Warranties of the Shareholders of Mylawyer. The Shareholders hereby agree with Mylawyer that:

7.3.1 No Securities Registration. The Shareholders acknowledge and agree that Epoch does not currently file, and does not in the foreseeable future contemplate filing, periodic reports with the Securities and Exchange Commission pursuant to the provisions of the 1934 Act. The Shareholders also acknowledge and agree that Epoch has not agreed to register any of its securities for distribution in accordance with the provisions of the 1933 Act or any State Acts, and that Epoch has not agreed to comply with any exemption from registration under the 1933 Act or any State Acts for the resale of shares of Epoch Stock. Hence, by virtue of the provisions of certain rules respecting "restricted securities" promulgated by the Securities and Exchange Commission, the Epoch Stock which each Shareholder will receive pursuant to the Merger may be required to be held indefinitely unless registered under the 1933 Act or the State Acts, or unless an exemption

from such registration is available, in which case a Shareholder may still be limited in the number of shares that may be sold. The Shareholders agree to comply with any and all Federal and state securities laws in connection with any resale of shares of the Epoch Stock acquired pursuant to the Merger.

7.3.2 Shares Held for Investment. The Shareholders represent that they are acquiring the shares of Epoch Stock for investment, and not with a view to redistribution, and that the Shareholders are not participating, directly or indirectly, in any such undertaking or in the underwriting of any such undertaking. The Shareholders represent that they have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of an investment in Epoch and of making an informed investment decision, and that they understand the risks of, and other investment considerations relating to, the acquisition of the Epoch Stock pursuant to the terms and conditions of the Merger.

7.3.3 Shareholder Investment Letters. The Shareholders shall acknowledge and agree in their Investment Letters that Epoch is under no obligation, and shall assume no obligation, to cause shares of Epoch Stock to be registered under the 1933 Act or the State Acts except as provided by contract, and that each certificate representing shares of Epoch Stock issued to the Shareholders shall be stamped or otherwise imprinted with, or contain, a legend in substantially the following form:

The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or any state securities statute, and may not be sold, assigned, or transferred, with or without consideration unless (i) registered for resale or (ii) in circumstances in which the issuer hereof has received the written opinion of its counsel that such counsel is of the opinion that such sale, assignment or transfer does not involve a transaction requiring the registration of such securities under the Securities Act of 1933, as amended, or any state securities statute.

Shareholders shall further acknowledge in their Investment Letters that Epoch's issuance of Epoch Stock is made in reliance upon an exemption from registration under the 1933 Act, which exemption is in part premised upon representations made by each Shareholder in the Investment Letter, and each Shareholder shall review and truthfully and accurately complete and execute an Investment Letter and deliver same to Epoch at or before the Closing Date.

7.3.4 Authority. Except as set forth in Section 7.4, the Shareholders represent that the shares of capital stock of Mylawyer set forth opposite their names on Schedule 4.1 are owned by them free from all encumbrances and liens of whatever nature and that they have full power and authority to transfer those shares of capital stock free from any encumbrances or lien whatsoever in accordance with this Agreement.

7.4 Tax Lien Issues of Richard Granat.

7.4.1 Notwithstanding anything to the contrary herein, including, Section 7.3.4, Richard Granat hereby represents and warrants to Epoch that other than the following tax liens, which amount he has confirmed with the respective jurisdictions, and student loans, there are no liens, claims or encumbrances against his assets, including his shares of common stock of Mylawyer: (i) \$39,500 to the Internal Revenue Service; (ii) \$1,625.00 to the Commonwealth of Pennsylvania; (iii) \$500 to the District of Columbia. Richard Granat further represents that all other liens and obligations set forth on the Memorandum dated April 4, 2000, and prepared by Piper Marbury Rudnick & Wolf LLP were discharged in bankruptcy.

7.4.2 At the Closing, Richard Granat shall cause \$41,625.00, plus such additional amount as shall cover the interest on the outstanding liens through to the payoff date which shall be assumed to be five (5) days after the Closing (the "Lien Release Funds") to be wired to Fedder and

Garten, P.A., as escrow agent ("Escrow Agent"). Escrow Agent shall hold the funds until it has received satisfactory evidence from the appropriate taxing authorities as to the full amount of the liens as set forth in Section 7.4.1 and shall then forward the payoff amounts directly to the appropriate taxing authorities. It is agreed that the duties of Escrow Agent are only as are specifically provided herein, and are purely ministerial in nature. Escrow Agent shall not incur any liability whatsoever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Richard Granat hereby releases Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder. Escrow Agent shall be under no responsibility in respect of any monies deposited in the escrow account other than faithfully to follow the provisions of this Agreement.

ARTICLE VIII

NEGATIVE COVENANTS

8.1 Conduct of Business. Except as otherwise contemplated hereby, between the date hereof and the Closing Date, or the time when this Agreement terminates as provided herein, whichever date is later, Mylawyer agrees to not:

8.1.1 Make any change in its authorized capital stock.

8.1.2 Issue any shares of its capital stock, securities convertible into its capital stock, or any debt securities.

8.1.3 Issue or grant any options, warrants, or other rights to purchase shares of its capital stock.

8.1.4 Declare or pay any dividends or other distributions on any shares of its capital stock.

8.1.5 Purchase or otherwise acquire or agree to acquire for a consideration any

share of its capital stock (other than in a fiduciary capacity).

8.1.6 Enter into or amend any employment, pension, retirement, stock option, profit sharing, deferred compensation, consultant, bonus, group insurance, or similar plan or agreement in respect of any of its directors, officers, or other employees, or increase the current level of contributions to any such plan now in effect.

8.1.7 Take any action adversely affecting this Agreement or the transactions contemplated hereby or Mylawyer's financial condition (present or prospective), businesses, properties, operations or prospects.

8.1.8 Acquire, consolidate or merge with any other company, corporation, or association, or acquire any assets of any other company, corporation, association or other entity.

8.1.9 Mortgage, pledge, or subject to a lien or any other encumbrance, any of its assets, dispose of any of its assets, incur or cancel any debts or claims, or increase the current level of compensation or benefits payable to its officers, employees or directors, or take any other action not in the ordinary course of its business as heretofore conducted, or incur any material obligation, or enter into any material contract.

8.1.10 Amend its Articles or Certificate of Incorporation or Bylaws.

8.1.11 Take any action to solicit, initiate, encourage, or authorize any person, including directors, officers and other employees, to solicit from any third party any inquiries or proposals relating to the disposition of its business or assets, or the acquisition of its common stock, or the merger of it with any person other than ESHME, and Mylawyer shall promptly notify Epoch orally of all the relevant details relating to all inquiries and proposals which they may receive relating to any of such matters. Nothing herein shall be construed to limit or affect the fiduciary obligation of Mylawyer's officers and directors to its shareholders.

8.1.12 Sell, transfer, lease or otherwise dispose of all or any material portion (except in the ordinary course of business for adequate consideration) of its assets. For purposes of this Section, a sale, transfer, lease or other disposition shall be material if it amounts to more than Five Thousand Dollars (\$5,000) when aggregated with all previous sales, transfers, leases and dispositions made by Mylawyer after the date of this Agreement.

8.1.13 Become liable, directly or indirectly, as guarantor or otherwise, for any obligation of any other person.

8.1.14 Cause any insurance policies of Mylawyer, including, but not limited to the Internet Policy, to lapse.

ARTICLE IX

CONDITIONS TO MERGER

9.1 Closing Conditions of Epoch and ESHME. All obligations of Epoch and ESHME to consummate the Merger are subject to the fulfillment, prior to or on the Closing Date (unless the context specifically states otherwise), of each of the following conditions, except in the event that Epoch shall waive one or more of such conditions in writing:

9.1.1 Further Equity Raising. The Further Equity Raising shall have occurred on or prior to August 21, 2000, and Epoch shall have agreed to invest a minimum amount of One Million Dollars (US\$1,000,000.00) in Epoch's United States operations.

9.1.2 Accuracy of Representations, Warranties, and Covenants. The representations, warranties, and covenants of Mylawyer and Granat contained in this Agreement or on any schedule, list, exhibit, certificate or document delivered by Mylawyer or Granat pursuant to the provisions hereof shall, if specifically qualified by materiality, be true and correct and, if not so qualified, be true and correct in all material respects on the Closing Date.

9.1.3 Performance and Compliance. Mylawyer and Granat shall have performed and complied in all material respects with all the agreements, covenants, and conditions required by this Agreement to be performed or complied with as of the Closing Date.

9.1.4 No Material Changes. There shall not have occurred any Material Adverse Effect since the date of this Agreement and up to and as of the Closing Date.

9.1.5 Service Agreements. Granat and Epoch, or one of its affiliates, shall have entered into a services agreement in substantially the form attached hereto as Exhibit E.

9.1.6 Shareholder Approval. Irrespective of the approval of this Agreement by Mylawyer's Board of Directors or the vote of each individual member of the Board of Directors of Mylawyer in approving this Agreement, the Shareholders shall have ratified, confirmed and approved this Agreement and the terms and conditions herein contained by the affirmative vote of Shareholders of Mylawyer owning one hundred percent (100%) of its outstanding capital stock and final approval of this Agreement shall have taken place. This condition must be satisfied within ten (10) days of the execution of this Agreement.

9.1.7 Investment Letters. Epoch shall have received an Investment Letter executed by each of the Shareholders within ten (10) days of the execution of this Agreement.

9.1.8 Certificates and Consents. Mylawyer shall provide to Epoch and ESHME (i) good standing certificate; (ii) copies of the minutes of its Boards of Directors, authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; and (iii) copies of the minutes of the Shareholders approving the Merger and this Agreement.

9.1.9 Schedules. Mylawyer shall have delivered to Epoch the Schedules and the Disclosure Letter as contemplated by Section 7.1 hereof.

9.1.10 Loan Amendments. Mylawyer shall have obtained amendments to (i) the Promissory Note to Judith R. Granat dated October 1, 1999, and (ii) the Promissory Note to Peter Granat dated March 1, 2000, which amendments shall be in the form attached hereto as Exhibit F.

9.1.11 Assignment of Intellectual Property Rights. Granat shall execute an assignment, in the form reasonably acceptable to Epoch, of all intellectual property rights owned by him and used in the business of Mylawyer, including, but not limited to, the child support calculators developed by Ron Davenport pursuant to Contractual Agreements with various dates in 1998, 1999 and 2000.

9.2 Closing Conditions of Mylawyer. All obligations of Mylawyer to consummate the Merger are subject to the fulfillment, prior to or on the Closing Date (unless the context specifically states otherwise), of each of the following conditions, except in the event that Mylawyer shall waive one or more of such conditions in writing:

9.2.1 Further Equity Raising. The Further Equity Raising shall have occurred on or prior to August 21, 2000.

9.2.2 Accuracy of Representations, Warranties, and Covenants. The representations, warranties, and covenants of ESHME and Epoch contained in this Agreement or on any schedule, list, exhibit, certificate or document delivered by Epoch or ESHME shall, if specifically qualified by materiality, be true and correct and, if not so qualified, be true and correct in all material respects on the Closing Date.

9.2.3 Performance and Compliance. ESHME and Epoch shall have performed and complied in all material respects with all the agreements, covenants, and conditions required by this Agreement to be performed or complied with as of the Closing Date.

9.2.4 Service Agreements. Granat and Epoch, or one of its affiliates, shall have

entered into a services agreement in substantially the form attached hereto as Exhibit E.

9.2.5 Consents. Epoch and ESHME, as applicable, shall provide to Mylawyer (i) copies of the minutes of its Boards of Directors, authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and (ii) copies of the minutes of the shareholders of ESHME approving the Merger and this Agreement.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by Granat. Granat agrees to indemnify, defend and hold harmless Mylawyer, Epoch or ESHME and their respective officers, directors, partners, employees, representatives and agents ("Epoch Indemnified Person") to the fullest extent lawful from and against any and all losses, claims, damages, liabilities, judgments, actions, and expenses (including without limitation and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing, or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel to any Epoch Indemnified Person) directly or indirectly caused by, related to, based upon, arising out of, or in connection with:

10.1.1 Liabilities Existing at the Effective Date. All liabilities of Mylawyer of any nature, whether accrued, absolute, contingent, or otherwise, existing at the Effective Date, to the extent not reflected on Mylawyer's Balance Sheets, Interim Balance Sheet, Financial Statements or schedules hereto, including, without limitation, any tax liabilities resulting from or arising out of taxes levied, imposed, or assessed by any governmental authority, federal, state, or local, with respect to the income and operations of Mylawyer for all periods prior to the Effective Date.

10.1.2 Liabilities Prior to the Effective Date. Any liabilities of, or claims against,

Mylawyer arising out of the content of the legal forms sold or relating to the methods of sale thereof by Mylawyer prior to the Effective Date; provided, however, that with respect to this Section 10.1.2, the indemnification shall be limited to Two Hundred Fifty Thousand Dollars (\$250,000.00) per claim for a period of three years from the Effective Date. The indemnification provided for by this Section 10.1.2 shall be secured pursuant to Section 16.4.

10.1.3 Untrue Statements, Misrepresentations, Omissions. Any damage or deficiency resulting from any material untrue statement, misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Mylawyer under this Agreement or any other Merger Document, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

10.1.4 Purpose of Indemnification. Granat recognizes that the indemnification provided by this Article X is provided to protect Epoch from any undisclosed liabilities of Mylawyer because Mylawyer will be the surviving entity.

10.1.5 Limitation on Indemnification. The indemnification provided by Granat pursuant to Section 10.1 shall be limited to claims made within three (3) years of the Effective Date; provided, however, with respect to representations made pursuant to (A) Section 7.1.3 with respect to the capitalization, (B) Section 7.1.2 with respect to due authority, (C) Section 7.1.10 with respect to title to assets, (D) Section 7.1.22 with respect to finder's fees and commissions, (E) Section 7.1.9 with respect to Tax matters and (F) Section 7.4 with respect to tax liens, the indemnification of Section 10.1 shall survive the execution and delivery of this Agreement and the Closing hereunder for the period of any applicable statute of limitations or indefinitely if no statute of limitation applies. In no event shall the indemnification obligation of Granat pursuant

to Section 10.1 exceed the total value of the Epoch Stock received by Granat pursuant to the Merger, calculated by multiplying the number of shares of Epoch Stock received by Granat by the placing price per share applicable to the Further Equity Raising. In the event that Epoch participates in an IPO on or before December 31, 2000, the limitation on indemnification obligation set forth in the preceding sentence shall be recalculated at the placing price applicable to the IPO, but in no event shall the indemnification obligation as recalculated exceed the total value of all of the shares of Epoch Stock received by the Shareholders pursuant to the Merger valued at the placing price per share applicable to the Further Equity Raising.

10.2 Indemnification by Mylawyer. Mylawyer agrees to indemnify, defend and hold harmless Granat to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including without limitation and as incurred, reimbursement of all reasonable costs of investigating, preparing, pursuing, or defending any claim or action, or any investigation or proceeding by any governmental agency or body, commenced or threatened, including the reasonable fees and expenses of counsel) directly or indirectly caused by, related to, based upon, arising out of, or in connection with:

10.2.1 Liabilities Existing at the Effective Date. All liabilities of Mylawyer of any nature, whether accrued, absolute, contingent, or otherwise, existing at the Effective Date, that have been disclosed by Granat and assumed pursuant to the Merger.

10.2.2 Liabilities After the Effective Date. Any liabilities of, or claims against, Granat arising out of the conduct of Mylawyer's business from and after the Effective Date, which are not due to Granat's fraud, intentional act of wrongdoing or gross negligence. All damages and liabilities described in Sections 10.2.1 through 10.2.2 above are herein collectively referred to as a "Granat Claim."

10.3 Notification. Each party agrees to notify the other parties upon receipt of the institution, threat, or assertion of any claim, proceeding (including any governmental investigation), or litigation in connection with the matters addressed by this Agreement that involves any indemnified party. In case any claim or proceeding (including any governmental investigation) shall be brought or asserted against any indemnified party with respect to which indemnity may be sought against the indemnifying parties, such indemnified party shall promptly notify the indemnifying party in writing (provided that the failure to give such notice shall not relieve the indemnifying party of its obligations pursuant to this Agreement, except to the extent that failure to give such notice has prejudiced the indemnifying party's ability to defend such action or proceeding and, in such event, only to the extent of such prejudice).

ARTICLE XI

ACCESS TO INFORMATION AND CONFIDENTIALITY

11.1 Access and Information. Mylawyer and Epoch shall each afford to the other, and to the other's accountants, counsel and other representatives, full access during normal business hours throughout the period prior to the Closing to all of its properties, books, contracts, commitments and records (including but not limited to tax returns), and, during such period, each shall furnish promptly to the other information concerning its business, properties and personnel as such other party may reasonably request.

11.2 Furnishing Information. Mylawyer has furnished or will furnish upon Epoch's request, all the information (including Financial Statements, information and schedules) concerning itself required for inclusion in:

11.2.1 Registration Statement. Any registration statement or other statement to be

filed with the Securities and Exchange Commission on behalf of Epoch under the 1933 Act, and any documents to be filed with the Securities and Exchange Commission in connection therewith or any document required to be filed by UK Listing Authority (or any other regulatory authority) in connection with the IPO or Further Equity Raising, as the case may be, including, for the avoidance of doubt, the prospectus to be issued by Epoch in connection with the IPO;

11.2.2 State Filings. Any filings to be made by Epoch with state securities authorities in connection with the transactions contemplated hereunder; and

11.2.3 Other Requests. Any other request, application, statement, report or material to be made or filed by any party to or with any regulatory authority or any governmental agency, department or instrumentality in connection with the transactions contemplated hereunder.

11.3 Confidentiality. It is hereby agreed that, except (i) as otherwise required in the performance by the parties of their respective obligations hereunder or under the Merger and (ii) as otherwise required by law, including, but not limited to disclosure permitted pursuant to the stock exchange rules of the United States or England, as the same may apply, or rules of applicable regulatory authorities, any non-public information received from the other party during the course of the transaction contemplated pursuant hereto shall remain and be kept as confidential information by it and all copies thereof will be returned promptly at the request of the party furnishing such information in the event of the termination of this Agreement and the Merger. Each of the parties may disclose such information to its respective employees, affiliates, counsel, accountants, representatives, professional advisors and consultants, and shall require each of them to agree to keep all such information confidential.

11.4 Updates to Information. At the reasonable request of any party hereto, any other party or parties will update by amendment or supplement any disclosure made in writing by such

party to the other party or parties and each party hereby represents and warrants that such written disclosures, as so amended or supplemented, shall be true, correct and complete as of the date or dates thereof; provided, however that such updates shall not affect or be deemed to limit any party's right to terminate this Agreement prior to Closing Date pursuant to the terms hereof.

11.5 Investigation. (a) Notwithstanding any right of Epoch fully to investigate the affairs of Mylawyer and any knowledge of facts determined or determinable by Epoch pursuant to such investigation or right of investigation, Epoch has the right to rely fully upon the representations, warranties, covenants and agreements of Mylawyer and Granat contained in this Agreement, or listed or disclosed on any Schedule hereto or in any instrument delivered in connection with or pursuant to any of the foregoing. All of the representations, warranties, covenants, agreements and closing certifications made by Mylawyer and Granat shall survive the execution and delivery of this Agreement and the Closing hereunder for a period of three years following the Effective Date; provided, that the representations, warranties, covenants, agreements and Closing certifications made by Mylawyer and Granat in (A) Section 7.1.3 with respect to the Capitalization, (B) Section 7.1.2 with respect to due authority, (C) Section 7.1.10 with respect to title to assets, (D) Section 7.1.22 with respect to finder's fees and commissions, (E) Section 7.1.9 with respect to Tax matters, and (G) Section 7.4 with respect to tax liens, shall survive the execution and delivery of this Agreement and the Closing hereunder for the period of any applicable statute of limitations or indefinitely if no statute of limitation applies.

(b) Notwithstanding any right of Mylawyer and the Shareholders to fully investigate the affairs of Epoch and any knowledge of facts determined or determinable by Mylawyer pursuant to such investigation or right of investigation, Mylawyer and the Shareholders have the right to rely fully upon the representations, warranties, covenants and

agreements of Epoch and ESHME contained in this Agreement, or listed or disclosed on any Schedule hereto or in any instrument delivered in connection with or pursuant to any of the foregoing.

ARTICLE XII

REORGANIZATION UNDER SECTION 368(a)

12.1 Epoch and ESHME Representations. Epoch and ESHME each represent and warrant to Mylawyer and the Shareholders that:

12.1.1 After the Merger, the Surviving Corporation will hold substantially all of the properties of ESHME (other than the Epoch Stock distributed in the Merger). For this purpose, "substantially all" shall have the meaning ascribed to it by Treasury Regulations Section 1.368-2(j)(3)(iii).

12.1.2 The Epoch Stock for which the Shareholders will exchange their Mylawyer stock is voting stock of Epoch.

12.1.3 Neither Epoch nor ESHME directly held any Mylawyer stock prior to the Merger.

12.1.4 Less than 50% of both the total voting power and the total value of Epoch's stock will be received by the Shareholders in the Merger.

12.1.5 Less than 50% of both the total voting power and the total value of Epoch's stock will be held by the Shareholders immediately after the Merger.

12.1.6 Neither Epoch nor any of its qualified subsidiaries or partnerships (as defined in Treasury Regulations Section 1.367(a)-3(c)(5)(vii) and (viii), respectively) has an intention substantially to dispose of or discontinue the active trade or business in which it is currently engaged.

12.1.7 The fair market value of Epoch is at least equal to the fair market value of Mylawyer.

12.1.8 Epoch will cause the Surviving Corporation timely to file the Regulatory Notice, as hereinafter defined. The "Regulatory Notice" shall mean a statement concerning the Merger prescribed under Treasury Regulations Section 1.367(a)-3(c)(6) that has been prepared by the Shareholders and delivered to Epoch and Mylawyer at least 30 days prior to the due date of Mylawyer's federal income tax return for the taxable year in which the Merger occurs. Epoch hereby covenants that it shall cooperate with the Shareholders and their representatives in connection with the preparation of the Regulatory Statement by promptly providing any information reasonably requested by the Shareholders or their representatives and subscribing to any truthful statement or representation contained in the Regulatory Notice. Epoch shall have no liability to the Shareholders for any tax imposed or other loss incurred as a result of the insufficiency in the form or content of the Regulatory Statement or for the failure of the Shareholders to deliver the Regulatory Statement to Epoch in a timely manner so that Epoch can file the statement as required.

12.1.9 Epoch shall cooperate with the representatives of Mylawyer and provide them with any factual information they may request so that Mylawyer can make the determination required by Section 12.2.4.

12.1.10 Schedule 12.1.10 accurately and completely sets forth the name, date of formation or acquisition and business activity of the companies in the Epoch group.

12.2 Mylawyer Representations. Mylawyer represents and warrants to Epoch that:

12.2.1 After the Merger, the Surviving Corporation will hold substantially all of the properties of Mylawyer. For this purpose, "substantially all" shall have the meaning ascribed to it by Treasury Regulations Section 1.368-2(j)(3)(iii).

12.2.2 The Mylawyer stock to be surrendered by the Shareholders constitutes control of Mylawyer, as defined in Section 368(c) of the Code. Neither Epoch nor ESHME directly held any Mylawyer stock prior to the Merger.

12.2.3 The fair market value of Epoch is at least equal to the fair market value of Mylawyer.

12.2.4 Mylawyer has satisfied itself that Epoch has been engaged in an active trade or business outside the United States during the entire 36-month period immediately preceding the Merger (as defined for purposes of Treasury Regulations Section 1.367(a)-(c)(3)), either directly or through qualified subsidiaries or partnerships (as defined for purposes of Section 12.1.6).

12.2.5 Neither Mylawyer nor the Shareholders have an intention substantially to dispose of or discontinue the active trade or business described in Section 12.2.4, above.

12.3 Responsibility for Tax Treatment. Mylawyer and the Shareholders hereby acknowledge and agree that the structure of this transaction as a tax free reorganization is at the request and for the benefit of the Shareholders. Mylawyer and the Shareholders solely shall be responsible for making the determination that the transaction qualifies as a tax free reorganization under the Code, and Epoch shall have no liability to the Shareholders in the event that the Internal Revenue Service audits this transaction and makes the determination that this transaction does not qualify as a tax free reorganization.

ARTICLE XIII

POST MERGER CORPORATE ACTIONS

13.1 Action of the Sole Stockholder. Immediately after the Effective Date, Epoch shall hold a meeting of the sole stockholder of Mylawyer and shall take the following actions: (i) remove all of the directors of the corporation from office; and (ii) elect Richard Cohen, Richard Granat and Grahame Cohen as directors of Mylawyer.

13.2 Actions of Directors. Immediately after the meeting of the sole stockholder as provided for in the preceding section, the board of directors shall take the following action: (i) decrease the number of directors of the board of directors to three (3); and (ii) remove all of the officers of the corporation from office and elect Richard Granat as President, Richard Cohen as Vice-President and Treasurer, and Grahame Cohen as Secretary.

ARTICLE XIV

NONCOMPETITION

14.1 Definitions. For purposes of this Article XIV, the following terms shall have the attached meaning:

14.1.1 "Competing Business" means any business which competes with the Primary Business in the United States;

14.1.2 "Primary Business" means the sale or offering of legal documents or legal information via the internet, with or without document assembly technology, and whether or not telephone support is provided;

14.1.3 "Restricted Goods or Services" means goods or services of the same type as or similar to any goods or services supplied by the Primary Business;

14.1.4 "Restricted Period" means three (3) years from the Effective Date;

14.1.5 References to acting directly or indirectly include (without prejudice to the generality of that expression) reference to acting alone or jointly with or by means of any other person.

14.2 Restriction. In consideration of Epoch entering into this Agreement, Richard Granat covenants with and undertakes to Epoch and the Surviving Corporation that:

14.2.1 until the expiration of the Restricted Period, he shall not directly or indirectly carry on or be engaged or interested in a Competing Business save that he may hold for investment up to three percent of any class of securities quoted or dealt in on a recognized investment exchange;

14.2.2 until the expiration of the Restricted Period, he shall not directly or indirectly:

(A) solicit, canvass or approach or endeavor to solicit, canvass or approach any person for the purpose of offering to that person Restricted Goods or Services or supply on behalf of a Competing Business Restricted Goods or Services; or

(B) solicit or entice away or endeavor to solicit or entice away from the Surviving Corporation or any affiliate of the Surviving Corporation any person employed by the Surviving Corporation or any affiliate thereof in an executive, technical, or sales capacity at the date Richard Granat is terminated from employment with a view to inducing that person to leave such employment and to act for another person in the same or similar capacity in relation to the same field of work.

14.3 Severability. Each of the restrictions set out in Sections 14.2.1 and 14.2.2 above are separate and severable and in the event of any such restriction being determined as

unenforceable in whole or in part for any reason, such unenforceability shall not affect the enforceability of the remaining restrictions or (in the case of restrictions unenforceable in part) the remainder of that restriction.

14.4 Modification. Richard Granat hereby acknowledges that the covenants contained in this Article XIV are necessary in order to protect the goodwill of the Surviving Corporation's and Epoch's business and that those covenants are reasonable. However, if any court determines that any restriction set forth in this Article XIV is unenforceable in accordance with its terms regarding duration, geographical limit, or scope of prohibited activity, then the covenant shall not terminate. Instead, with respect to its operation in the jurisdiction of the court which makes the adjudication, the covenant shall be deemed to have been amended to the extent required to render it valid and enforceable. The adjudication shall not be deemed to affect the validity or enforceability of the covenant in any jurisdiction other than the one in which the adjudication is made.

ARTICLE XV

CONFIDENTIALITY

15.1 Definitions. For purposes of this Article XV, the following terms shall have the attached meaning:

15.1.1 "Confidential Information" means all information (not in the public domain) from time to time used in or otherwise relating to the business, prospective business, technical processes, finances, designs, inventions, price lists or lists of customers and suppliers of Mylawyer.

15.1.2 "Know-How" means all information (not in the public domain) from time to time owned by Mylawyer or used, or required to be used, by Mylawyer in, or in connection

with, Mylawyer's business held in any form (including, without limitation, that comprised in or derived from computer programmes, software and databases, drawings, data, formulae, specifications, component lists, instructions, manuals, brochures, catalogues and process descriptions).

15.2 Confidentiality Obligations. The Shareholders shall in all respects keep confidential and not at any time divulge or disclose or make known in any other way to anyone or use for his or their own or any other person's benefit any Confidential Information or Know-How. Furthermore, the Shareholders shall use reasonable efforts to ensure that their officers, employees, agents and professional and other advisers keep confidential and do not at any time divulge or disclose or make known in any other way to anyone or use for his own or any other person's benefit any Confidential Information or Know-How.

15.3 Limitations. The obligation of confidentiality in this Article XV shall not apply to any information which is (i) in the public domain or which comes into the public domain otherwise than as a result of a breach of those sections or (ii) required to be disclosed by law (including any order of a court of competent jurisdiction) or the rules of any stock exchange, regulatory or governmental authority, whether or not having the force of law.

15.4 Return of Information. The Shareholders will, promptly following a request from Mylawyer or Epoch, and to the extent the Shareholders have capability of complying: (i) return to Mylawyer all documents containing or reflecting the Confidential Information or Know-How; (ii) destroy copies of any computations, analyses, studies, notes or other documents prepared by any of them or by others on their behalf which contain or reflect any Confidential Information or Know-How; (iii) destroy and erase any Confidential Information or Know-How from any computer, computer tapes and disks, word processor or any other device containing or reflecting

the same; and (iv) certify in writing to Mylawyer or Epoch that the provisions of this Section 15.4 have been complied with.

ARTICLE XVI

RESTRICTIONS ON SALE OF EPOCH STOCK IN ENGLAND

16.1 Definitions. For purposes of this Article XVI, the following definitions have the meaning assigned to them:

16.1.1 "Broker" means the Sponsor or such other person, firm or company as may be appointed to act as broker to Epoch from time to time;

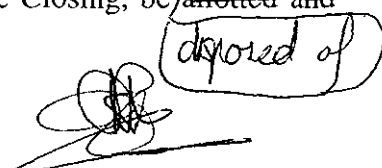
16.1.2 "Share Disposal" means a disposal by the Shareholders, or any of them, of any Epoch Stock which may be issued to them pursuant to the terms of this Agreement, or a disposal of, charge over or agreement to dispose of, charge or create any interest in any Epoch Stock to or in favor of any other person, whether immediately, conditionally or otherwise.


16.2 General Prohibition on Transfer. Except as provided in this Article XVI, in further consideration of this Agreement, and as a separate and independent agreement, the Shareholders undertake to Epoch that they will not, following issue to them of the Epoch Stock, undertake a Share Disposal except in accordance with the provisions of this Article 16.

16.3 One Year Lockup. The Shareholders hereby acknowledge and agree with Epoch that they will not, for a period of 12 months from the date of issue of the Epoch Stock, undertake a Share Disposal. Notwithstanding the foregoing provision of this Section 16.3, Richard Granat hereby acknowledges and agrees with Epoch that he will not, for an additional period of 12 months from the date of any IPO, or such lesser period as the Broker may determine is necessary, undertake a Share Disposal.

16.4 Three Year Restriction on Epoch Stock. In furtherance of Granat's obligation to indemnify Epoch pursuant to Section 10.1.2, and without prejudice to the restrictions on transfer contained in Section 16.3, Granat hereby undertakes to Epoch that they will not, for a period of three years from the date of issue of the Epoch Stock, undertake a Share Disposal of such number of Merger Shares as at the placing price applicable to the Further Equity Raising would have a value equal to the sterling equivalent of the sum of US\$750,000; provided, however, in the event that Epoch subsequently undertakes an IPO the number of shares restricted by this Section 16.4 shall be adjusted by reference to the placing price applicable on the IPO. Any US\$/pound sterling exchange rate to be calculated for the purposes of this Article 16 shall be calculated at the closing mid-point spot rate at the close of business on the Business Day prior to the FER Placing Agreement or the IPO Placing Agreement, as the case may be.

16.5 Sale of Shares at IPO. Notwithstanding the foregoing restrictions, in the event that Epoch subsequently undertakes an IPO, Epoch hereby agrees to use reasonable endeavors to procure (if all the circumstances relevant to the IPO so permit, including prevailing market conditions and after taking the advice of the Broker) that the Shareholders shall be entitled to dispose of such number of Merger Shares as will, at the placing price (being the price at which shares of Epoch are offered to institutional investors in the IPO) produce aggregate proceeds equal to the sterling equivalent of the sum of \$750,000 US (calculated in the manner set out in Section 16.4 above) net of commission and sales expense including any applicable stamp duty or stamp duty reserve tax). Any such disposal pursuant to this Section 16.5 shall be undertaken only through the Broker, and the Broker shall be entitled to nominate the persons to whom the shares in question are to be sold. Notwithstanding the foregoing in no event shall more than nineteen percent (19%) of the total consideration for the Merger, valued at the Closing, be ~~allotted and~~





issued to persons other than the Shareholders pursuant to this Section 16.5, and it shall be the responsibility and obligation of the Shareholders to instruct the Broker and Epoch as to the dollar limitation and in no event shall any party other than the Shareholder bear any responsibility with regard to such limitation on the sale of the Merger Shares.

16.6 Stand Alone Basis. Epoch further undertakes to use reasonable endeavors to ensure that any disposal to be undertaken pursuant to Section 16.5 shall be considered by the Broker on a "stand-alone" basis and being considered as part of the consideration for the transaction hereby affected and shall not be aggregated with any disposal of Epoch Stock to be undertaken by any other shareholders of Epoch at the IPO.

16.7 Sale of Share Post-IPO. In the event that the Shareholders are unable, on an IPO, to dispose of Merger Shares to the value specified in Section 16.5, the Shareholders shall be permitted, after the IPO, to transfer such number of Merger Shares ("the Released Shares") as will generate aggregate proceeds (net of commission and sales expenses including any applicable stamp duty and stamp duty reserve tax) of a sum equal to the difference between the sterling equivalent of the sum of US\$750,000 and the aggregate value of any Merger Shares (net of commission and sales expenses including any applicable stamp duty and stamp duty reserve tax) disposed of pursuant to Section 16.5). The restrictions on transfer contained in Sections 16.2 and 16.3 shall not apply to a transfer of the Released Shares provided that nothing in this Section 16.7 shall operate to permit Granat to transfer or otherwise dispose of any interest in any shares of Epoch Stock, the transfer or other disposal of which is restricted by virtue of Section 16.4. Any such disposal pursuant to this Section 16.7 shall be undertaken only through the Broker, and Granat shall comply with any reasonable advice of Broker in order to ensure an orderly market of the share capital of Epoch.

16.8 Exceptions to Restrictions. The above undertakings shall not apply to a Share Disposal made:

16.8.1 in acceptance of a general offer for the whole of the issued share capital of Epoch (other than any equity share capital held by or committed to the offeror and/or persons acting in concert with the offeror) which has either been recommended by the board of directors of Epoch or has become unconditional in all respects; or

16.8.2 by the execution of an irrevocable commitment to accept a general offer for the whole of the issued equity share capital of Epoch (other than any equity share capital held by or committed to the offeror and/or persons acting in concert with the offeror) which has been or is recommended by the board of directors of Epoch or where the irrevocable commitment is expressed to be conditional upon such general offer being so recommended; or

16.8.3 pursuant to a compromise or arrangement between Epoch and its creditors or any class of them or between Epoch and its members or any class of them which is agreed to by the creditors or members and sanctioned by the court under sections 425 and 427A of the Companies Act 1985 or pursuant to any scheme of reconstruction under section 110 of the Insolvency Act 1986; or

16.8.4 pursuant to an offer by Epoch to purchase its own shares which is made on identical terms to all holders of shares of the same class and otherwise complies with the Companies Act 1985 and the obligations of Epoch to UK Listing Authority; or

16.8.5 by Granat to meet a liability, or in order to raise funds to meet a liability, under Section 10.1.2 of this Agreement. Any Share Disposal which is undertaken by Granat pursuant to this Section 16.8.5 shall be undertaken only through the Broker. Granat hereby irrevocably and unconditionally authorizes and instructs the Broker to transfer to Epoch (to such

bank account as may have been nominated by Epoch), from the proceeds of such Share Disposal, a sum sufficient to cover in full the liability of Granat to Epoch in respect of which the Share Disposal has been undertaken, or in the event that the proceeds of the Share Disposal are insufficient to cover such liability of Granat to Epoch, the net proceeds of the Share Disposal after accounting for the costs and expenses thereof.

ARTICLE XVII

GENERAL

17.1 Termination and Abandonment.

17.1.1 Grounds for Termination. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing, either before or after the meeting of the Shareholders:

(a) By either Mylawyer or Epoch if the Further Equity Raising shall not have been consummated by August 21, 2000;

(b) By mutual consent in writing of Mylawyer, ESHME and Epoch; or

(c) By Epoch if (i) a Material Adverse Effect shall have occurred, or (ii) Mylawyer has in any material respect breached any covenant, undertaking, representation or warranty contained in this Agreement and such breach has not been cured within ten (10) days after the giving by Epoch of written notice to Mylawyer requiring such breach be remedied; or

(d) By either party if any condition precedent to a party's performance hereunder is not satisfied, fulfilled or waived by the due date for settlement of that condition precedent; or

(e) By Epoch or Mylawyer, if the Shareholders shall fail to approve the Merger by the vote required under the laws of Wyoming and Mylawyer's charter and Bylaws

within five (5) days from the date of this Agreement.

17.1.2 Effect of Termination. In the event of termination of this Agreement for any reason other than a breach thereof, no party hereto shall have any liability to the others of any nature whatsoever, including any liability for loss, damages, or expenses suffered or claimed to be suffered by reason thereof, except as provided in Section 17.1.3.

17.1.3 Return of Information. In the event of the termination of this Agreement for any reason, each party shall deliver to the other party, and shall require each of its officers, agents, employees and independent advisers (including legal, financial and accounting advisers) to deliver to the other party all documents, work papers, and other material obtained from such other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof. Each party agrees that notwithstanding any other provision contained in this Agreement, the undertakings and covenants regarding confidentiality contained in Article XI shall survive termination of this Agreement.

17.2 Notices. Any notices or other communication required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid; by hand-delivery with a signed returned copy; or by delivery of a nationally recognized overnight delivery service; and addressed as follows:

To
Surviving Corporation: Mylawyer.com, Inc.
320 Morgause Place North
Baltimore, Maryland 21208
Attention: Richard S. Granat, President

with a copy to: Arthur W. Brill, Esquire
Roberts & Holland LLP
825 Eighth Avenue, 37th Floor
New York, New York 10019

To Epoch or
ESHME:

c/o Epoch Software Holdings Plc
Unit 1 Technology Park
Colindeep Lane
London, England NW9 6BX
Attention: Richard Cohen, Director

with a copy to:

Gina M. De Stefano, Esquire
Fedder and Garten, P.A.
36 South Charles Street
Suite 2300
Baltimore, Maryland 21201

or such other addresses as shall be furnished in writing by either party to the other party. Any such notice or communication shall be deemed to have been given as of the date so mailed.

17.3 Amendment. This Agreement may be amended at any time prior to the Effective Date with the mutual written consent of the parties.

17.4 Governing Law; Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland and, to the extent it involves any United States statute, in accordance with the laws of the United States. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be considered one agreement.

17.5 Survival. All covenants, agreements, representations, and warranties made herein and in any certificate delivered pursuant hereto shall survive for a period of five (5) years from the Effective Date.

17.6 Waiver. At any time prior to the Effective Date, the parties may, by written

agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracy in the statements contained in this Agreement or in any document delivered, or (iii) waive compliance with any of the covenants, conditions, or agreements contained in this Agreement.

17.7 Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the specific subject matter and supersedes all prior written or oral understandings between the parties. As the final written expression of all of the agreements and understandings between the parties hereto, this Agreement is an exhaustive and complete expression of the parties' intent and, therefore, may be modified only by a writing signed by all the parties.

17.8 Execution by Facsimile. The Agreement may be executed and delivered via facsimile signatures.

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ATTEST:

Sherrett

ESHME, INC.

SBewalt

MYLAWYER.COM, INC.

Richard S. Granat hereby executes this Agreement solely for the purpose of agreeing to be a party to, and bound by, the provisions of ARTICLE VII, ARTICLE X, ARTICLE XIV, ARTICLE XV and ARTICLE XVI hereof. In addition, and notwithstanding anything to the contrary herein, by executing this Agreement, the undersigned covenants and agrees that he shall vote his shares of Mylawyer in favor of approving the Merger, and Granat acknowledges that Epoch is relying on the foregoing covenant statement in executing this Agreement.

[SIGNATURES CONTINUED]

[SIGNATURES CONTINUED]

Nancy Granat hereby executes this Agreement solely for the purpose of agreeing to be a party to, and bound by, the provisions of ARTICLE VII, ARTICLE X and ARTICLE XV hereof. In addition, and notwithstanding anything to the contrary herein, by executing this Agreement, the undersigned covenants and agrees that she shall vote her shares of Mylawyer in favor of approving the Merger, and Granat acknowledges that Epoch is relying on the foregoing covenant statement in executing this Agreement.

Nancy R. Granat

SCHEDULE ES-1

Corporate Information of Mylawyer

1. Articles of Incorporation filed on March 17, 1998, and Articles of Amendment and Restatement filed February 25, 2000.
2. Authorized Capital is 100,000 shares of Common Stock, no par value.
3. Resident Agent:
 - a. Wyoming- Ermalee Walter, 4010A South Poplar Street,
Casper, Wyoming 82601
 - b. Maryland- Richard S. Granat, 320 Morgause Place North,
Baltimore Maryland 21208

SCHEDULE ES-2

Corporate Information of ESHME

1. Articles of Incorporation filed on March 21, 2000.
2. Authorized Capital is 100,000 shares of Common Stock, \$0.01 par value share.
3. Resident Agent is Gina M. De Stefano, Fedder & Garten, P.A.,
36 South Charles Street, Suite 2300, Baltimore, Maryland 21201

EXHIBIT "A"

Certificate of Incorporation of Mylawyer

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ARTICLES OF AMENDMENT AND RESTATEMENT
MyLawyer.com, Inc.

MyLawyer.com, Inc., a Wyoming corporation, having its principal office at Owings Mills, and (hereinafter referred to as the "Corporation") hereby certifies to the Secretary of state, State of Wyoming (the "Secretary") that:

FIRST: The Corporation desires to amend and restate its Charter as currently in effect as after provided. The provisions set forth in these Articles of Amendment and Restatement are all provisions of the Charter of the Corporation as currently in effect.

SECOND: By written informal action, unanimously taken by the Board of Directors of the Corporation, pursuant to and in accordance with the Wyoming General Business Corporations Law Section 17-17-704, the Board of Directors of the Corporation duly advised the foregoing Articles of Amendment and Restatement, and by written informal action unanimously taken by the stockholders of the Corporation in accordance with Wyoming General Business Corporations Law Section 17-17-704, the stockholders of the Corporation duly approved said Articles of Amendment and Restatement.

Third: The Charter of the Corporation is hereby amended by striking in their entirety Articles through NINE, inclusive, and by substituting in lieu thereof the following:

- "I. The name of the Corporation is MyLawyer.com, Inc..
- II. The total number of shares of capital stock which the Corporation has authority to issue is One-Hundred (100,000) shares of Common Stock without par value and with full voting privileges.
- III. The registered agent and street address of the Corporation's registered agent is: Ermalee Walter, 4010 A. South Popular St. Casper, WY 82601.
- IV. The name and address of the incorporator is Richard Oster, Business Filings, Incorporated, 214 North Henry Street, Suite 201, Madison, WI 53703.
- V. The number of directors of the Corporation shall be two, which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than two.
- VI. The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:
- 1) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

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- (2) The Board of Directors of the Corporation may classify or reclassify any unissued stock by setting or changing in any one or more respects, from time to time before issuance of such stock, the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms or conditions of redemption of such stock.
- (3) The Corporation reserves the right to amend its Charter so that such amendment may alter the contract rights, as expressly set forth in the Charter, of any outstanding stock, and any objecting stockholder whose rights may or shall be thereby substantially adversely affected shall not be entitled to the same rights as an objecting stockholder in the case of a consolidation, merger, share exchange or sale, lease, exchange or transfer of all or substantially all of the assets of the Corporation.
- (4) The Board of Directors shall have power, if authorized by the By-Laws, to designate by resolution or resolutions adopted by a majority of the whole Board of Directors, one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent providing in said resolutions or in the By-Laws of the Corporation and permitted by the Business Corporations Act of the state of Wyoming, shall have and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to all instruments and documents which may require it.
- (5) The Board of Directors shall have power to borrow or raise money, from time to time and without limit, and upon any terms, for any corporate purposes; and, subject to applicable law to authorize the creation, issue, assumption or guaranty of bonds, notes or other evidences of indebtedness for moneys so borrowed, to include therein such provisions as to redeemability, convertibility or otherwise, as the Board of Directors, in its sole discretion, may determine and to secure the payment of principal, interest or sinking fund in respect thereof by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets and good will of the Corporation then owned or thereafter acquired.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the Wyoming General Corporation Law now or hereafter in force.

Notwithstanding any provision of law to the contrary, the affirmative vote

of a majority of all the votes entitled to be cast on the matter shall be sufficient, valid and effective, after due authorization, approval and/or advice of such action by the Board of Directors, as required by law, to approve and authorize the following acts of the Corporation:

- (i) the amendment of the Charter of the Corporation;
- (ii) the consolidation of the Corporation with one or more corporations to form a new consolidated corporation;
- (iii) the merger of the Corporation into another corporation or the merger of one or more other corporations into the Corporation;
- (iv) the sale, lease, exchange or other transfer of all, or substantially all of the property and assets of the Corporation, including its goodwill and franchises;
- (v) the participation by the Corporation in a share exchange (as defined by applicable laws as the corporation the stock of which is to be acquired; and
- (vi) the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation.

VII: No director or officer of the Corporation shall be liable to the Corporation or to its Stockholders for money damages except (i) to the extent that it is proved that such director or officer received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (ii) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

VIII: No holder of Common Stock shall have any preemptive rights to purchase shares of the corporation.

X: (1) As used in this Article any word or words that are defined in Section 7-16-851 and 17-16-852 of the General Business Corporations Article of the Code of Wyoming, as amended from time to time, (the "Indemnification sections"), shall have the same meaning as provided in the Indemnification sections.

The Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to a director, officer, employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Sections."

IN WITNESS WHEREOF, MyLawyer.com, Inc. has caused these presents to be signed in its and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 12th day of February, 2000, and its President acknowledges that these Articles of Amendment and Restatement are the act and deed of MyLawyer.com, Inc., and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in material respects to the best of his knowledge, information and belief.

ST:

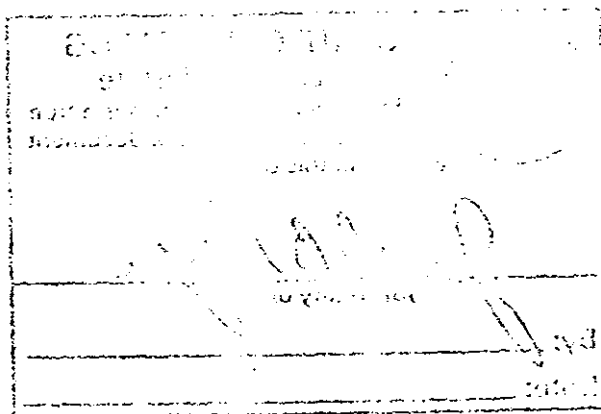
8/00 - R. Granat

R. Granat, Secretary

MyLawyer.com, Inc.

By: [Signature]

Richard S. Granat, President





STATE OF WYOMING

Secretary of State

I hereby certify that this is a true
and complete copy of the document
as filed in this office.

Joseph B. Meyer

Secretary of State

By:

Ray Brown

Date:

March 8, 2000

RESOLUTION:
AMEND BYLAWS

SOLVED, that the Corporation change its Bylaws in
nce with the proposed amendments to Bylaws as annexed
and

RTHER RESOLVED, that the proper officers of the
tion file said amended Bylaws with such parties who are,
t to law, required to receive or approve same.

e undersigned hereby certifies that he/she is the duly
and qualified Secretary and the custodian of the books
ords and seal of MyLawyer.com, Inc., a corporation duly
pursuant to the laws of the state of Wyoming, and that the
ng is a true record of a resolution duly adopted at a
of the Board of Directors and Shareholders and that said
was held in accordance with state law and the Bylaws of
ve-named Corporation on February 12, 2000, and that said
ion is now in full force and effect without modification
ssion.

WITNESS WHEREOF, I have executed my name as Secretary and
eunto affixed the corporate seal of the above-named
tion this 12th of February, 2000.
RECORD.

Nancy A. Smith
Secretary

EXHIBIT "B"

Bylaws of Mylawyer

**BY-LAWS
OF
MyLawyer.com, Inc.**

**ARTICLE I
OFFICES**

Section 1. The principal office shall be in Owings Mills , State of Maryland.

Section 2. The corporation may also have offices at such other places, both within and without the State, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of stockholders shall be held at the principal office of the corporation or at other place within the United States as designated in the By-Laws or fixed by the Board of Directors, pursuant to the By-Laws.

Section 2. Annual meetings of stockholders, commencing with the year 2000 shall be held on the first day of June, in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 a.m., at which they shall elect a Board of Directors and may transact any business within the powers of the corporation. Any business of the corporation may be transacted at any meeting, without being specially designated in the notice, except such business as is specifically required by statute to be stated in the notice.

Section 3. At any time in the interval between annual meetings, special meetings of the stockholders may be called by the Board of Directors, by the president, the secretary or the treasurer.

Section 4. Special meetings of stockholders shall be called by the secretary, upon the written request of the holders of shares entitled to not less than twenty-five percent (25%) of all the votes

to be cast at such meeting. Such request shall state the purpose or purposes of such meeting matters proposed to be acted on thereat. The secretary shall inform such stockholders of the ble estimated cost of preparing and mailing such notice of the meeting, and upon payment to oration of such costs, the secretary shall give notice stating the purpose or purposes of the to all stockholders entitled to vote at such meeting. No special meeting need be called upon est of the holders of shares entitled to cast less than a majority of all votes entitled to be cast at eting, to consider any matter which is substantially the same as a matter voted upon at any meeting of the stockholders held during the preceding twelve months.

tion 5. Not less than ten (10) nor more than ninety (90) days before the date of every ders' meeting, the secretary shall give to each stockholder entitled to vote at such meeting, and stockholder not entitled to vote, who is entitled by statute to notice, written or printed notice ie time and place of the meeting and, in the case of a special meeting, the purpose or purposes a the meeting is called, either by mail or by presenting it to him personally or by leaving it at his or usual place of business. If mailed, such notice shall be deemed to be given when deposited ited States mail addressed to the stockholder at his post office address, as it appears on the f the corporation, with postage thereon prepaid.

ion 6. Business transacted at any special meeting of stockholders shall be limited to the stated in the notice.

ion 7. At any meeting of stockholders the presence in person of stockholders entitled to jority of the votes thereat shall constitute a quorum; but this section shall not affect any nt under the statute or under the Charter for the vote necessary for the adoption of any

If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted, which might have been transacted at the meeting as originally notified.

Section 8. A majority of the votes cast at a meeting of stockholders, duly called, and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of the votes cast is required by the statute or by the charter.

Section 9. Each outstanding share of stock having voting power shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of stockholders; but no share shall be entitled to vote if an installment payable thereon is overdue and unpaid. At all meetings of stockholders, unless the meeting is conducted by inspectors, all questions relating to the qualification of voters and the counting or rejection of votes shall be decided by the chairman of the meeting.

Section 10. Any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the stockholders entitled to vote on the subject matter thereof and any other stockholders entitled to notice of the meeting of stockholders (but not to vote thereat) have waived in writing any rights, which they might have to dissent from such action, and such consent and waiver are filed with the records of the corporation.

ARTICLE III

DIRECTORS

Section 1. The number of directors of the corporation shall be not less than Five. By vote of a majority of the entire board of directors, the number of directors fixed by the Charter or by these By-laws may be increased or decreased from time to time. Until the first annual meeting of stockholders successors are duly elected and qualify, the board shall consist of the persons named as such in the Charter. At the first annual meeting of stockholders, and at each annual meeting thereafter, the stockholders shall elect directors to hold office until the next annual meeting or until successors are elected and qualify. Directors need not be stockholders in the corporation.

Section 2. Any vacancy occurring in the Board of Directors, for any cause other than by the expiration of an increase in the number of directors, may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by the expiration of an increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and qualifies.

Section 3. The business and affairs of the corporation shall be managed by its Board of Directors, which may exercise all of the powers of the corporation, except such as are by law or by the Charter or by these By-laws conferred upon or reserved to the stockholders.

Section 4. At any meeting of stockholders, duly called and at which a quorum is present, the stockholders may, by the affirmative vote of the holders of a majority of the votes entitled to be cast, remove any director or directors from office and may elect a successor or successors to fill any

g vacancies for the unexpired terms of removed directors.

MEETINGS OF THE BOARD OF DIRECTORS

ction 5. Meetings of the Board of Directors, regular or special, may be held at any place in
of the State of Maryland as the board may from time to time determine.

ction 6. The first meeting of each newly elected Board of Directors shall be held at such
l place as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of
eting shall be necessary to the newly elected directors in order legally to constitute the meeting,
l a quorum shall be present. In the event of the failure of the stockholders to fix the time or
such first meeting of the newly elected Board of Directors, or in the event such meeting is not
ne time and place so fixed by stockholders, the meeting may be held at such time and place as
specified in a notice given as hereinafter provided for special meetings of the Board of
s, or as shall be specified in a written waiver signed by all of the directors.

tion 7. Regular meetings of the Board of Directors may be held without notice at such
place as shall from time to time be determined by the Board of Directors.

tion 8. Special meetings of the Board of Directors may be called at any time by the Board
ors or the executive committee, if one be constituted, by vote at a meeting, or by the president
majority of the directors or a majority of the members of the executive committee in writing
ithout a meeting. Special meetings may be held at such place or places within or without
as may be designated from time to time by the Board of Directors; in the absence of such
n, such meetings shall be held at such places as may be designated in the call.

on 9. Notice of the place and time of every special meeting of the Board of Directors

served on each director or sent to him by telegraph or by mail, or by leaving the same at his
ce or usual place of business at least three days before the date of the meeting. If mailed, such
shall be deemed to be given when deposited in the United States mail addressed to the director
ost office address as it appears on the records of the corporation, with postage thereon prepaid.

ction 10. At all meetings of the Board, a majority of the entire Board of Directors shall
te a quorum for the transaction of business, and the action of a majority of the directors present
meeting, at which a quorum is present, shall be the action of the Board of Directors, unless the
ence of a greater proportion is required for such action by statute, the Charter or these By-
a quorum shall not be present at any meeting of directors, the directors present thereat may, by
ty vote, adjourn the meeting from time to time, without notice other than announcement at the
until a quorum shall be present.

ction 11. Any action required or permitted to be taken at any meeting of the Board of
s or of any committee thereof may be taken without a meeting, if a written consent to such
signed by all members of the board, or of such committee, as the case may be, and such
onsent is filed with the minutes of proceedings of the board or committee.

COMMITTEE OF DIRECTORS

tion 12. The Board of Directors may appoint, from among its members, an executive
e and other committees composed of two or more directors, and may delegate to such
es, in the intervals between meetings of the Board of Directors, any or all of the powers of the
Directors in the management of the business and affairs of the corporation, except the power
: dividends, to issue stock, to recommend to stockholders any action requiring stockholders'

al, to amend the bylaws or to approve any merger or share exchange which does not require
olders' approval. In the absence of any member of any such committee, the members thereof
at any meeting, whether or not they constitute a quorum, may appoint a member of the Board
ctors to act in the place of such absent members.

ction 13. The committees shall keep minutes of their proceedings and shall report the same
Board of Directors at the meeting next succeeding, and any action by the committees shall be
to revision and alteration by the Board of Directors, provided that no rights of third persons
affected by any such revision or alteration.

COMPENSATION OF DIRECTORS

ction 14. Directors, as such, shall not receive any stated salary for their services, but, by
n of the board, a fixed sum, and expenses of attendance, if any, may be allowed to directors
dance at each regular or special meeting of the Board of Directors, or of any committee
but nothing herein contained shall be construed to preclude any director from serving the
on in any other capacity and receiving compensation therefor.

ARTICLE IV

NOTICES

tion 1. Notices to directors and stockholders shall be in writing and delivered personally or
the directors or stockholders at their addresses appearing on the books of the corporation.
mail shall be deemed to be given at the time when the same shall be mailed. In the case of
ers' meetings, the notice may be left at the stockholder's residence or usual place of business.
directors may also be given by telegram.

ction 2. Whenever any notice of the time, place or purpose of any meeting of stockholders, s or committees is required to be given under the provisions of the statute or under the ns of the Charter or these By-laws, a waiver thereof in writing, signed by the person or persons to such notice and filed with the records of the meeting, whether before or after the holding or actual attendance at the meeting of stockholders, in person or at the meeting of directors or e in person, shall be deemed equivalent to the giving of such notice to such persons.

ARTICLE V

OFFICERS

tion 1. The officers of the corporation shall be chosen by the Board of Directors and shall ident, a secretary and a treasurer. The president shall be selected from among the directors. d of Directors may also choose a vice-president and one or more assistant secretaries and reasurers. Two or more offices, except those of president and vice-president, may be held by person, and that person may not execute, acknowledge or verify any instrument in more than sity, if such instrument is required by law, the Charter or these By-laws, to be executed, dged or verified by two or more officers.

ion 2. The Board of Directors at its first meeting after each annual meeting of ers shall choose a president from among the directors, and shall choose a secretary and a none of whom need be a member of the board.

on 3. The Board of Directors may appoint such other officers and agents as it shall deem who shall hold their offices for such terms and shall exercise such powers and perform such

as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall serve for one year and until their successors are chosen and qualify. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. If the office of any officer shall be vacant for any reason, the vacancy shall be filled by the Board of Directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation; he shall preside at meetings of the stockholders and directors, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect.

Section 7. He shall execute in the corporate name all authorized deeds, mortgages, bonds, contracts or other instruments requiring a seal, under the seal of the corporation, except in cases in which the signing or execution thereof shall be expressly delegated by the Board of Directors to some officer or agent of the corporation.

VICE-PRESIDENTS

Section 8. The vice-president, if there shall be one, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties as may be required of him by the Board of Directors.

nd have such other powers as the Board of Directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

ction 9. The secretary shall attend all meetings of the Board of Directors and all meetings of shareholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Board of Directors and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board of Directors, he shall deliver the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or the signature of an assistant secretary.

ction 10. The assistant secretary, or if there be more than one, the assistant secretaries in the number determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

ction 11. The treasurer shall have the custody of the corporate funds and securities and shall keep true and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

ction 12. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of transactions as treasurer and of the financial condition of the corporation.

ction 13. If required by the Board of Directors, he shall give the corporation a bond, in such amount with such surety or sureties, as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, removal or removal from office, of all books, papers, vouchers, money and other property of every kind in his possession or under his control belonging to the corporation.

ction 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in number determined by the Board of Directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and exercise such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Each stockholder shall be entitled to a certificate or certificates which shall state and certify the number and kind and class of shares owned by him in the corporation. Each certificate shall be signed by the president or a vice-president and countersigned by the secretary or any assistant secretary or the treasurer or an assistant treasurer and shall be sealed with the corporate seal.

Section 2. The signatures may be either manual or facsimile signatures and the seal may be

facsimile or any other form of seal. In case any officer who has signed any certificate ceases to be an officer of the corporation before the certificate is issued, the certificate may nevertheless be treated as if signed by the corporation with the same effect as if the officer had not ceased to be such officer as of the date of its issue. Every certificate, representing stock issued by a corporation, which is authorized to issue stock of more than one class, shall set forth upon the face or back of the certificate, a full and complete statement or summary of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the corporation is authorized to issue any preferred or special series, the variations in the relative rights and preferences between the shares of each series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information contained in a registration statement permitted to become effective under the Federal Securities Act of 1933, as now or hereafter amended, shall be an acceptable summary for the purposes of this section. If such full statement or summary, there may be set forth upon the face or back of the certificate a statement that the corporation will furnish to any stockholder upon request and without charge a full and complete statement of such information. Every certificate representing shares, which are restricted or limited as to transferability by the corporation issuing such shares, shall either (1) set forth upon the face or back of the certificate a full statement of such restriction or limitation, or (2) state that the corporation will furnish a statement upon request and without charge to any holder of such shares. No certificate shall be issued for any share of stock until such share is fully paid.

LOST CERTIFICATES

ction 3. The Board of Directors may direct a new certificate or certificates to be issued in any certificate or certificates theretofore issued by the corporation alleged to have been stolen, destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of be stolen, lost or destroyed. When authorizing such issue of a new certificate or certificates, d of Directors may, in its discretion and as a condition precedent to the issuance thereof, re owner of such stolen, lost or destroyed certificate or certificates or his legal representative, ise the same in such manner as it shall require and to give the corporation a bond, with surety, to the corporation to indemnify it against any loss or claim which may arise by reason ance of a new certificate.

TRANSFERS OF STOCK

ion 4. Upon surrender to the corporation or the transfer agent of the corporation of a for shares duly endorsed or accompanied by proper evidence of succession, assignment or to transfer, it shall be the duty of the corporation to issue a new certificate to the person ere to, cancel the old certificate and record the transaction upon its books.

CLOSING OF TRANSFER BOOKS

on 5. The Board of Directors may fix, in advance, a date as the record date for the determining stockholders entitled to notice of, or to vote at, any meeting of stockholders, or rs entitled to receive payment of any dividend or the allotment of any rights, or in order to termination of stockholders for any other proper purpose. Such date, in any case, shall be han sixty (60) days, and in case of a meeting of stockholders not less than ten (10) days,

date on which the particular action requiring such determination of stockholders is to be taken. If, after fixing a record date, the Board of Directors may provide that the stock transfer books shall be closed for a stated period, but not to exceed, in any case, twenty (20) days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days immediately preceding such meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares, to receive dividends, and to vote as such owner, and to demand for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Maryland.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Charter, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to a resolution of the Board. Dividends may be paid in cash, in property, or in its own shares subject to the provisions of the Charter.

ection 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums, as the directors from time to time, in their discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, repairing or maintaining any property of the corporation, or for such other purposes as the directors shall think conducive to the interests of the corporation, and the directors may modify or alter any such reserve in the manner in which it was created.

ANNUAL STATEMENT

ection 3. The president or a vice-president or the treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the next annual meeting and shall be filed within twenty (20) days thereafter at the principal office of the corporation in the State of Maryland.

CHECKS

ection 4. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the corporation shall be signed by such officer or officers as the Directors may from time to time designate.

FISCAL YEAR

ection 5. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the its organization and the words "«Corporation_s_name», , Maryland." The seal may be used by it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

STOCK LEDGER

Section 7. The corporation shall maintain, at its principal office, an original stock ledger ng the names and addresses of all stockholders and the number of shares of each class held by ockholder. Such stock ledger may be in written form or any other form capable of being d into written form within a reasonable time for visual inspection.

ARTICLE VIII

AMENDMENTS

Section 1. The Board of Directors shall have the power, at any regular meeting or at any meeting, if notice thereof be included in the notice of such special meeting, to alter or repeal any of the corporation and to make new by-laws, except that the Board of Directors shall not alter any by-laws made by the stockholders.

Section 2. The stockholders shall have the power, at any annual meeting or any special meeting, if notice thereof be included in the notice of such special meeting, to alter or repeal any by-laws of the corporation and to make new by-laws.

ARTICLE IX

INDEMNIFICATION

Section 1. As used in this Article IX, any word or words defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (hereinafter referred to as the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

Section 2. The corporation shall indemnify and advance expenses to a director or officer of the corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

Section 3. With respect to an employee or agent, other than a director or officer, of the corporation, the corporation may, as determined by the Board of Directors of the corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SICORPDOC/SBYLAWS-11/16/95

EXHIBIT "C"

Disclosure Letter

[Letterhead of Mylawyer.com, Inc.]

Epoch Software Holdings plc
Attention: Richard Cohen, Director
Unit 1 Technology Park
Colindeep Lane
London, England NW9

Dear Mr. Cohen:

Please note that any capitalized terms in this letter shall have the meaning set forth in the Merger Agreement dated May ___, 2000, by and among ESHME, Inc., Mylawyer.com, Inc. and Epoch Software Holdings plc (the "Merger Agreement"). The purpose of this letter is to confirm the following:

1. There have been no changes to the representations and warranties set forth in Section 7.1 of the Merger Agreement since the date of execution except as follows: _____. [If none, so indicate].
2. There have been no changes to the representation and warranty set forth in Section 7.4 of the Merger Agreement since the date of execution except as follows: _____. [If none, so indicate].
3. There has been no Material Adverse Effect since the execution of the Merger Agreement.

Sincerely,

Mylawyer.com, Inc.

By: _____
Richard S. Granat, President

Richard S. Granat, individually

Nancy Granat, individually

EXHIBIT "D"

Financial Statements

mylawyer.com, Inc. and Affiliate

COMBINED FINANCIAL STATEMENTS
AND
REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

December 31, 1999 and 1998

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
mylawyer.com, Inc. and Affiliate

We have audited the accompanying combined balance sheets of mylawyer.com, Inc. and Affiliate as of December 31, 1999 and 1998, and the related combined statements of operations, stockholders' deficit, and cash flows for the year ended December 31, 1999 and the period March 10, 1998 (date of inception) to December 31, 1998. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the assertions and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material aspects, the combined financial position of mylawyer.com, Inc. and Affiliate as of December 31, 1999 and 1998, and the results of its combined operations and its combined cash flows for the year ended December 31, 1999 and the period March 10, 1998 (date of inception) to December 31, 1998, in conformity with accounting principles generally accepted in the United States.

Grant Thornton LLP

Baltimore, Maryland
March 24, 2000

Trust Building

1-2909

BALANCE SHEETS

December 31,

ASSETS	1999	1998
ASSETS		
Cash	\$ 4,455	\$ 9,133
Accounts receivable	5,521	-
Due from stockholder	-	3,100
	<u>\$ 9,976</u>	<u>\$ 12,233</u>
LIABILITIES AND STOCKHOLDERS' (DEFICIT) EQUITY		
LIABILITIES		
Accounts payable	\$ 4,767	\$ 106
Due to stockholders	2,870	10,000
Notes payable:		
Related party	23,307	-
Former stockholder	<u>23,902</u>	<u>-</u>
	54,846	10,106
COMMITMENTS	-	-
STOCKHOLDERS' (DEFICIT) EQUITY		
Common stock	2,703	1,500
Additional paid-in capital	-	30,000
Accumulated deficit	<u>(47,573)</u>	<u>(29,373)</u>
	<u>(44,870)</u>	<u>2,127</u>
	<u>\$ 9,976</u>	<u>\$ 12,233</u>

accompanying notes are an integral part of these financial statements.

mylawyer.com, Inc. and Affiliate

STATEMENTS OF OPERATIONS

Year ended December 31, 1999 and the period
March 10, 1998 (date of inception) to December 31, 1998

	<u>1999</u>	<u>1998</u>
Revenues		
Net sales	\$ 46,276	\$ 9,994
Consulting services	<u>56,887</u>	<u>6,185</u>
Total revenues	103,163	16,179
Operating expenses		
Outside contractors	47,866	4,380
Research and development	19,471	1,140
Website design and development	9,758	1,983
Advertising	5,011	888
Administrative and office	18,835	4,725
Web hosting fees	4,539	-
Professional fees	5,369	1,325
Rent	2,000	900
Bank and credit card fees	<u>1,197</u>	<u>211</u>
Total operating expenses	<u>114,046</u>	<u>15,552</u>
(Loss) income from operations	(10,883)	627
Other expense		
Write-off of purchased research and development	-	(30,000)
Interest expense	<u>(1,317)</u>	<u>-</u>
NET LOSS	<u><u>\$(12,200)</u></u>	<u><u>\$(29,373)</u></u>

accompanying notes are an integral part of these financial statements.

STATEMENTS OF STOCKHOLDERS' DEFICIT

Year ended December 31, 1999 and the period
March 10, 1998 (date of inception) to December 31, 1998

	Common stock	Additional paid-in capital	Accumulated deficit	Total
Balance of common stock	\$1,500	\$30,000	\$ -	\$ 31,500
Net loss for the period	<u>-</u>	<u>-</u>	<u>(29,373)</u>	<u>(29,373)</u>
Balance at December 31, 1998	1,500	30,000	(29,373)	2,127
Issuance of common stock	1,203	-	-	1,203
Repurchase of common stock	-	(30,000)	(6,000)	(36,000)
Net loss for the year	<u>-</u>	<u>-</u>	<u>(12,200)</u>	<u>(12,200)</u>
Balance at December 31, 1999	<u>\$2,703</u>	<u>\$ -</u>	<u>\$(47,573)</u>	<u>\$(44,870)</u>

accompanying notes are an integral part of these financial statements.

STATEMENTS OF CASH FLOWS

Year ended December 31, 1999 and the period
March 10, 1998 (date of inception) to December 31, 1998

	<u>1999</u>	<u>1998</u>
Change (decrease) in cash		
Cash flows from operating activities		
Net loss	\$(12,200)	\$(29,373)
Adjustments to reconcile net loss to net cash used in operating activities		
Changes in assets and liabilities:		
Accounts receivable	(5,521)	-
Accounts payable	<u>4,661</u>	<u>106</u>
Net cash used in operating activities	(13,060)	(29,267)
Cash flows from financing activities		
Increase (decrease) in due to/from stockholders, net	(4,030)	6,900
Issuance of note payable to related party	23,307	-
Issuance of common stock	1,203	31,500
Purchase of stock from former stockholder	(3,000)	-
Principal paid on former stockholder note	<u>9,098</u>	<u>-</u>
Net cash provided by financing activities	<u>8,382</u>	<u>38,400</u>
NET (DECREASE) INCREASE IN CASH	(4,678)	9,133
Cash at beginning of period	<u>9,133</u>	<u>-</u>
Cash at end of period	<u>\$ 4,455</u>	<u>\$ 9,133</u>
Supplemental disclosures:		
Cash paid during the period for interest	\$ 1,317	\$ -
Noncash financing activity:		
Issuance of note to former stockholder (see Note B)	33,000	-

Accompanying notes are an integral part of these financial statements.

NOTES TO COMBINED FINANCIAL STATEMENTS

December 31, 1999 and 1998

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies applied in the preparation of the accompanying combined financial statements follows.

Principles of Combination

The accompanying financial statements include the combined accounts of mylawyer.com, Inc. (mylawyer.com) and The Center for Law Practice Technology, Inc. (CLPT) (collectively the Company), which are both under common control. Both mylawyer.com and CLPT are incorporated in the State of Wyoming.

mylawyer.com, Inc. is engaged in providing interactive, web-based legal information services to individuals in the United States. mylawyer.com was initially incorporated as Network Legal Solutions, Inc. on March 10, 1998. In July 1998, Network Legal Solutions, Inc. changed its name to MyLegalAssistant.com, Inc., which became American Law On-Line, Inc. in July 1999 and in November 1999, mylawyer.com, Inc.

In June 1998, an entity known as Interactive Legal Media, Inc. (ILM) was acquired by mylawyer.com and subsequently dissolved. Certain stockholders of mylawyer.com owned ILM and were paid an aggregate of \$30,000 for their ownership interest. The acquisition provided mylawyer.com with significant content data deemed to be purchased research and development, but no tangible assets, and therefore the entire purchase price was expensed in 1998.

CLPT is engaged in providing web-based legal information consulting services to the legal profession and corporate law departments in the United States. CLPT was organized and issued 100 shares of common stock in April 1999. Effective January 5, 2000, CLPT was acquired by mylawyer.com by the exchange of the outstanding shares of CLPT common stock for 20,440 common shares of mylawyer.com.

Income Taxes

Income tax expense (benefit) is provided for in the statement of operations at statutory rates. Any difference in reported income tax amounts from the financial statement amounts are included in the financial statements as an asset or liability at statutory rates to the extent such amounts are ultimately realizable. An allowance is established for any deferred tax asset not deemed to be realizable.

NOTES TO COMBINED FINANCIAL STATEMENTS - CONTINUED

December 31, 1999 and 1998

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Revenue Recognition

The Company recognizes revenue generally at the time services are rendered.

Advertising Costs

Advertising costs are expensed as incurred.

Research and Development

Costs incurred in research and development activities are charged to operations as incurred.

Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B - NOTES PAYABLE

During 1999, a family member of the principal stockholder agreed to advance up to 30,000 to the Company in exchange for a note requiring interest at the annual rate of prime plus 1% and principal to be repaid on December 31, 2000. In November and December, 1999, \$23,307 was advanced to the Company under the note.

Under a Termination, Redemption and Security agreement (the Agreement) dated June 1, 1999, mylawyer.com agreed to pay \$36,000 in exchange for 120 shares of the Company's Class A common stock and termination of an employment agreement with a former stockholder. Pursuant to the agreement, the Company paid the former stockholder \$3,000 in cash and executed a note for \$33,000 with interest at an annual rate of 7.75%. The note is payable in full on April 1, 2000. The note is collateralized by substantially all of the assets of mylawyer.com.

NOTES TO COMBINED FINANCIAL STATEMENTS - CONTINUED

December 31, 1999 and 1998

NOTE B - NOTES PAYABLE - Continued

Also under the agreement, effective June 1, 1999, the Company has arranged for the release of the former stockholder of liability under a guarantee agreement with a vendor.

NOTE C - DUE FROM (TO) STOCKHOLDERS

During 1999 and 1998, certain stockholders had amounts due from (to) the Company. No repayment terms or interest have been specified.

NOTE D - INCOME TAXES

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities as of December 31, 1999 and 1998 are as follows:

	<u>1999</u>	<u>1998</u>
Deferred tax assets		
Net operating loss carryforward	\$ 4,828	\$ -
Unamortized portion of ILM purchase price	<u>11,560</u>	<u>12,240</u>
	16,388	12,240
Valuation allowance	<u>(16,388)</u>	<u>(12,240)</u>
	<u>\$ -</u>	<u>\$ -</u>

As of December 31, 1999 and 1998, the Company has provided a valuation allowance of \$16,388 and \$12,240, respectively, against its net deferred tax assets. Realization of the Company's deferred tax assets is dependent upon the generation of taxable income in future periods.

As of December 31, 1999, the Company had a net operating loss carryforward for federal income tax purposes of \$14,200, which expires in 2014. Utilization of the net operating loss may be subject to annual limitations due to the ownership change limitations provided by the Internal Revenue Code.

mylawyer.com, Inc. and Affiliate

NOTES TO COMBINED FINANCIAL STATEMENTS - CONTINUED

December 31, 1999 and 1998

NOTE E - COMMON STOCK

At December 31, common stock of the companies is as follows:

	1999			1998		
	Shares		Amount	Shares		Amount
	Authorized	Issued and outstanding		Authorized	Issued and outstanding	
mylawyer.com, Inc.						
Class A	100,000	-	\$ -	1,000	120	\$ -
Class B	100,000	16,300	480	1,000	163	480
Class C	100,000	37,300	<u>1,020</u>	1,000	373	<u>1,020</u>
			1,500			1,500
The Center for Law Practice Technology, Inc.	1,000	100	<u>1,203</u>	-	-	-
Totals			<u>\$2,703</u>			<u>\$1,500</u>

All issues are no par value. In June 1999, all common stock issues of mylawyer.com were split 100 for 1 and Class C shares were granted voting rights. Previously, only Classes A and B of mylawyer.com common stock had voting rights.

The 120 shares of mylawyer.com stock acquired under the Termination, Redemption and Security Agreement with a former stockholder were canceled (See Note B).

The Company and its stockholders are parties to an agreement which restricts the transferability of the Company's common stock. Under certain circumstances, the company may be required to repurchase its common stock.

NOTE F - COMMITMENTS

In July 1998, the Company entered into a lease for office space from a minority shareholder on a month-to-month basis for \$167 per month.

The principal stockholder has guaranteed performance of the Company under a services agreement with a vendor.

The principal stockholder has an employment agreement with the Company, expiring December 31, 2000. All payments required under the contract through December 31, 1999 were waived.

NOTES TO COMBINED FINANCIAL STATEMENTS - CONTINUED

December 31, 1999 and 1998

NOTE G - SUBSEQUENT EVENT

On March 22, 2000, the Company executed a Loan and Standstill Agreement with a British software company, Epoch Software Holdings Plc, (Epoch), to facilitate the acquisition of mylawyer.com, Inc. by Epoch. The agreement provides a \$100,000 working capital loan to the Company and restricts it from any contemplation of sale, merger or transfer of its assets or stock with any other entity for a minimum of 120 days from the date of the agreement.

mylawyer.com, Inc.
Income Statement
For the Four Months Ending April 30, 2000

	Current Month		Year to Date	
	\$		\$	
Consulting	6,192.26	101.06	24,363.40	48.84
	0.00	0.00	26,000.00	52.12
	<64.95>	<1.06>	<479.40>	<0.96>
	<hr/>		<hr/>	
	6,127.31	100.00	49,884.00	100.00
	<hr/>		<hr/>	
- Hosting Fees	672.83	10.98	4,997.05	10.02
- Web Design	1,333.00	21.76	2,000.00	4.01
	<hr/>		<hr/>	
	2,005.83	32.74	6,997.05	14.03
	<hr/>		<hr/>	
Expense	3,120.00	50.92	3,505.00	7.23
	7,390.00	120.61	11,390.00	22.83
es	17.98	0.29	17.98	0.04
ce	250.54	4.09	619.77	1.24
s	11.00	0.18	52.11	0.10
ications	161.09	2.63	161.09	0.32
net Billing Fees	342.44	5.59	544.69	1.09
rdware	0.00	0.00	390.00	0.78
ying	0.00	0.00	95.08	0.19
it	36.87	0.60	36.87	0.07
pense	137.00	2.24	6,359.50	12.75
nse	440.64	7.19	440.64	0.88
ofessional Expense	947.15	15.46	8,947.15	17.94
ense	0.00	0.00	140.00	0.28
es	473.00	7.72	1,464.50	2.94
rt	2,415.53	39.42	5,030.41	10.08
ient	35,900.00	571.21	35,000.00	70.16
nsulting	5,124.95	83.64	12,354.95	24.77
s Cash	0.00	0.00	120.00	0.24
livery	45.00	0.73	60.19	0.12
Expense	0.00	0.00	1,850.00	3.71
aintenance	0.00	0.00	300.00	0.60
development	5,559.15	90.73	22,307.63	44.72
phases	575.00	9.38	794.88	1.59
pense	1,245.12	20.32	1,645.12	3.30
se	1,887.87	30.81	6,166.39	12.36
nse	0.00	0.00	389.00	0.78
e	46.98	0.77	46.98	0.09
	<hr/>		<hr/>	
	61,105.83	997.27	77,442.98	155.25
	<hr/>		<hr/>	
\$	<61,105.83>	<997.27>	\$	<77,442.98> <155.25>

For Management Purposes Only

mylawyer.com, Inc.
Balance Sheet
April 30, 2000

ASSETS

ts			
	\$	35.76	
Checking Account		15,463.21	
it Assets			15,498.97
Equipment			
ty and Equipment			0.00
Fixtures		1,040.00	
		1,659.96	
Assets			2,699.96
	\$		18,198.93

LIABILITIES AND CAPITAL

liabilities			
vable	\$	3,310.96	
enses		13,340.00	
s - intercompany		<4,317.73>	
e J. Granat		8,007.55	
shareholder		19,500.00	
le - Epoch		100,000.00	
Liabilities			139,840.78
abilities			
erm Liabilities			0.00
ies			139,840.78
sk		1,500.00	
ings		<45,698.87>	
		<77,442.98>	
			<121,641.85>
es & Capital	\$		18,198.93

Unaudited - For Management Purposes Only

EMPLOYMENT AGREEMENT

INDEX TO THE CLAUSES

PARTIES
DEFINITIONS
TERM AND APPOINTMENT
PAYMENT OF SALARY AND EXPENSES
DUTIES
CONFIDENTIALITY
VACATION
COPYRIGHT
RESTRICTIVE AGREEMENTS
TERMINATION
GENERAL
ADVANCE BONUS

EXHIBIT "E"

Form Employment Agreement

EMPLOYMENT AGREEMENT

DATED: June ____, 2000

PARTIES

1. Epoch US Holdings, Inc., whose principal office is at 36 South Charles Street, Baltimore, Maryland 21201.
2. Richard S. Granat, Esquire (the "Employee") 320 Morgause Place North, Baltimore, Maryland 21208.

DEFINITIONS

- . "Associates" shall mean (in relation to the Company) any other company which is a subsidiary of the Company or a holding company of the Company or another subsidiary of a holding company of the Company.
- . "Board" shall mean the board of directors of Epoch Software Holdings plc ("Epoch").
- . "Bonus" shall mean the sum referred to in clause 4.5, as reviewed pursuant to clauses 4.6 to 4.9.
- . "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act of 1986, and any amendments thereto and regulations promulgated with respect thereto.
- . "Code" shall mean the Internal Revenue Code of 1986, and any amendments thereto and regulations promulgated with respect thereto.
- . "Company" shall mean Epoch Holdings US, Inc.
- . "Dollars" or "\$" shall mean United States currency.
- . "Duties" shall mean those duties set out in Clause 5 in this Agreement.
- . "Effective Date" shall mean the date on which the merger of Mylawyer.com, Inc. and ESHME, Inc. is completed pursuant to the Merger Agreement.
- . "Employment Taxes" shall mean withholding taxes, FICA, FUTA, medicare withholdings and any other employment related tax or deductions required to be made or withheld by any federal, state or local government having jurisdiction over the Employee.
- . "Group" shall mean the Company and its Associates.
- . "IRS" shall mean the Internal Revenue Service.
- . "Merger Agreement" shall mean the Merger Agreement dated May ____, 2000, by and among Mylawyer.com, Inc., ESHME, Inc. and Epoch Software Holdings Plc.
- . "Restricted Period" shall mean the period of 12 months following the termination of this Agreement.

15. "Restricted Business" shall mean the design, development and supply of computer based interactive document assembly software and the provision of Internet delivered legal information and products.
16. "Salary" shall mean the sum of One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00) per annum, as reviewed pursuant to clauses 4.6 to 4.11, payable monthly in arrears.
17. "Term" shall mean the term of the Employee's employment by the Company as set out in clause 3.1.
18. "Vacation" shall mean 4 weeks vacation each year as described in Clause 7.
19. The headings to clauses are inserted for convenience only and do not affect the construction of this Agreement.

TERM AND APPOINTMENT

- .. Unless terminated for cause as set forth in Clause 10, the term of the Employee's employment by the Company under this Agreement shall be twelve months from the Effective Date of this Agreement and thereafter continuing unless brought to an end by twelve months prior written notice given at any time by either party to the other to expire at any time; provided, however, the Company shall be entitled at its sole discretion to make a payment of basic salary plus benefits to the Employee in lieu of notice and to deduct sums for Employment Taxes.
- . As from the Effective Date the Company has agreed to employ the Employee and the Employee has agreed to be employed by the Company for the Term at the Salary and to carry out the Duties on behalf of the Company and the members of the Group and to serve the Company, and such other members of the Group as the Board shall decide.
- . This Agreement shall be deemed to have started on the Effective Date.

FINANCIAL ENTITLEMENT

- . During the Term of this Agreement, the Company shall pay the Employee:
 - 4.1.1. the Salary;
 - 4.1.2. all reasonable travelling, hotel and other expenses properly and reasonably incurred by him in the performance of the Duties, provided that satisfactory receipts or other evidence of actual payment of such expenses shall be produced;
 - 4.1.3. the Bonus; and
 - 4.1.4. all reasonable expenses incurred in attending continuing legal education courses necessary to fulfill state bar licensing requirements and to attend the annual meetings of the American Bar Association and the Maryland State Bar Association.

2. The Salary will:

- 4.2.1. be calculated daily; and
- 4.2.2. be and become payable in equal monthly installments in arrears on the last day of each month; and
- 4.2.3. shall include any fees and other remuneration which the Employee might be entitled to receive from the Company.

During the Term of this Agreement, the Company shall provide the Employee with an allowance not to exceed Six Hundred Dollars (\$600.00) per month for the purpose of leasing or purchasing a motor vehicle, which monthly allowance shall also cover any maintenance for the vehicle. In addition to the monthly allowance, the Company shall pay the following expenses associated with the motor vehicle: (i) collision, damage and liability insurance; and (ii) fuel. The Employee shall be responsible for maintaining all records required by the IRS in order to substantiate the business related use of the motor vehicle and to properly comply with all rules and regulations of the Code with respect to the business related use of the motor vehicle. The Employee acknowledges that the Company may be required to report for tax purposes all or a portion of the benefit provided for in this clause 4.3 as income in respect of the Employee.

During the term of this agreement the Company shall provide the following further benefits for the Employee:

- 4.4.1. a contribution of 10% of the Employee's annual salary to a pension scheme nominated by the Employee and approved by the Company, provided, however, that the Company may decrease the amount contributed to a pension scheme so as to comply with any restrictions imposed by law, and if such contribution is decreased below 10%, the Employer may account for the difference by substituting a comparable benefit as agreed to by and between the Company and the Employee;
- 4.4.2. the full cost of medical insurance for the Employee, his spouse and children under the age of 21 with an insurance carrier selected by the Board, which monthly cost shall not exceed Five Hundred Dollars (\$500.00) per month;
- 4.4.3. subscription for the Employee, his spouse and children under the age of 21 to a health club;
- 4.4.4. life insurance coverage in the maximum amount allowed to provided by the Code by an employer before the imposition of income tax on the benefit to the employee;
- 4.4.5. disability insurance as reasonably determined by the Board; and
- 4.4.6. the use of a mobile phone for all business and reasonable personal use.

The Employee acknowledges that pursuant to the Code the Company may be required to report for tax purposes all or a portion of certain of the benefits described above as income in respect to the Employee.

5. The Employee shall be paid a bonus ("the Bonus") for the twelve month sales period beginning the _____ day of _____, 2000, and ending the _____ day of _____, 2001 (the "Sales Period") in an amount equal to:

4.5.1. two percent (2%) times the amount by which the gross sales of the Company and its United States Associates exceeds the Target Sales Amount; and

4.5.2. such further sum as the Board may decide to award the Employee as additional remuneration whether in accordance with any agreement reached with the remuneration committee or between the Company and its shareholders.

The Bonus shall be paid to the Employee in arrears by 4 equal quarterly installments. The first such installment shall become payable 30 days after the Company's auditors shall have certified such the gross sales following approval by the Company of its accounts for the Sales Period in question. "Target Sales Amount" shall mean the minimum sales figure set by the Board for any Sales Period from time to time. The Target Sales Amount for the initial Sales Period shall be One Million Dollars (\$1,000,000.00). If the Employee's employment terminates (for whatever reason), he shall remain entitled to a Bonus for the Sales Period in which his employment terminated reduced to reflect the proportion of such Sales Period that he was employed.

In addition to the foregoing, in the event that the Employee's employment is terminated pursuant to Clause 3.1, then the Employee shall be entitled to a bonus for the Sales Period following his termination if (i) the Employee is instrumental in procuring a contract(s) for the Company or its United States Associates before his termination and (ii) the gross sales generated from such contract(s) cause the gross of the Company and its United States Associates to exceed the Target Sales Amount.

Notwithstanding anything to the contrary herein, the Eight Hundred Thousand Dollars (\$800,000.00) payment to be made to Epoch Software US, Inc. by ARAG Services, LLC pursuant to the Web Hosting and Distribution Agreement dated April 21, 2000, shall be deemed to be part of gross sales for the first Sales Period.

The Salary, the Bonus and the other benefits payable to the Employee by the Company pursuant to clauses 4.1 to 4.5 shall be subject to annual review by the Company's remuneration committee from time to time (or by the Board, excluding the Employee, if there is no remuneration committee) in accordance with the Company's practice from time to time but, subject to clause 4.10, there shall be no obligation on the Company to increase such remuneration.

If the Employee disputes the outcome of review of the Salary, the Bonus and the other benefits carried out by the remuneration committee or the Board under clause 4.6, then the Employee may request that the Baltimore offices of Grant Thornton be asked, acting as experts and not as arbitrators, at a fee to be agreed to and paid by the Company, what would constitute a reasonable increase (if any) to the Salary, the Bonus and the other benefits based on the performance of the Employee, the performance of the Company and United States Associates and a comparison of similar companies to the Company. Such opinion on the level of increase (if any) in the Salary, the Bonus and the other benefits shall be binding on the Company and the Employee for the year in question. If for any reason Grant Thornton will not or cannot so act as experts then an alternative expert will be agreed by the parties (and failing agreement shall be appointed by the President of the Maryland Institute of Certified Public Accountants).

- 11 For the avoidance of doubt the Salary and the other benefits may not be decreased without the consent of the Employee, whether under clause 4.6, clause 4.7 or otherwise.
- 12 The Employee shall be entitled to participate in any stock option plan offered to other executive personnel of the Company or the Group.

DUTIES

5. The Employee shall:

- 5.1.1. faithfully, diligently and to the best of his ability perform the Duties set out in Schedule 1 to this Agreement;
- 5.1.2. at all times promote the welfare interests and goodwill of the Company and the Group;
- 5.1.3. faithfully, diligently and to the best of his ability exercise such powers as may from time to time be given to him by the Board;
- 5.1.4. devote such of his full working time and attention to the Duties as are provided for in this Agreement save that the Employee may become a non-executive director of another company provided that such interest shall not affect his performance under this Agreement and such company shall not in any way be involved in any business or activity which is competitive to the business or activities of the Company or the Group;
- 5.1.5. provide to the Board such information regarding the affairs of the Company and the Group as the Board or any individual member of it may reasonably require; and
- 5.1.6. obey all lawful direction given to him by the Board and comply with all reasonable directions given by the Board.

The hours of work of the Employee shall be on a basis of full time work being such hours and at such times as shall be necessary for the proper performance of his Duties.

CONFIDENTIALITY

The Employee shall not whether during or after the Term divulge or communicate to any person (except as may be required by law or authorised by the Board), make use of himself and shall use his best endeavours to prevent the publication or disclosure of:

- 6.1.1. any trade secret, secret or confidential operations, processes or any technical process or any confidential information concerning the organisation, business or finances of the Company or the Group;
- 6.1.2. any dealings, transactions or other information whether relating to the Company or the Group or any customer of or supplier to the Company or the Group which he shall come to know or have received or obtained by reason of his service with the Company after the date of this Agreement.

The restrictions in Clause 6.1 do not apply to information or knowledge which is in the public domain except by reason of wrongful disclosure by the Employee.

VACATION

- i. The Employee shall be entitled to Vacation in each calendar year at full salary to be taken at a time or times during such periods reasonably convenient to the Board. In addition, the Employee shall be entitled to the following public holidays: (i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving Day; and (vi) Christmas Day.
- ii. Vacation shall be calculated on the basis of 1.66 days holiday for each completed calendar month of service in the then calendar year rounded up or down as the case may be to the nearest whole day.
- iii. The vacation year is the calendar year from 1st January to 31st December.
- iv. Any unused vacation shall be paid by the Company in lieu or may be carried over to the next vacation year but not any subsequent vacation year.

COPYRIGHT

- i. The Employee acknowledges and agrees that all copyrightable materials originated by the Employee pursuant to his Duties are works made for hire as defined under the United States Copyright Act or other applicable law in the United States or any other country. The Employee shall disclose when completed and/or in a marketable form promptly to the Company all copyright works or designs originated, conceived, written or made by him or in which he has participated with others and shall hold them in trust for the Company until such rights shall be fully and absolutely vested in the Company provided that this Clause shall not apply to those works originated, conceived, written or made by him wholly outside his normal working hours and which are wholly unconnected with his Duties. To the extent that the Employee will not or is unable to execute such documents, the Employee hereby irrevocably appoints the Company as his attorney-in-fact with the limited power to execute such documents as are necessary to vest such intellectual property rights in the Company.

To the extent that a work is determined not to be a work made for hire, the Employee hereby assigns to the Company by way of future assignment all design right, copyright and other proprietary rights if any for its full terms throughout the world in respect of all copyright works and designs originated, conceived, written or made by the Employee as set out in Clause 8.1.

The Employee hereby unconditionally and irrevocably waives in favour of the Company any and all moral rights conferred on him by the United States Copyright Act or other applicable law in the United States or any other country for any work in which copyright or design right is vested in the Company whether by this Clause 8 or otherwise.

The Employee shall cooperate fully with the Company, and, at the request and cost of the Company, shall do any and all things necessary or desirable to substantiate the rights of the Company under Clauses 8.2 and 8.3, including but not limited to, execute any agreements, registration statements or other documents necessary to vest such rights in the Company. In the event the Employee is unable or will not perform his obligations pursuant to this Clause 8, including this Clause 8.4, the Employee hereby irrevocably appoints the Company to appoint some person in his name and on his behalf to execute any document and do all things requisite to give effect to the provisions of this Clause 8.

RESTRICTIVE AGREEMENTS

- 1. The Employee will not, during his employment under this Agreement or during the Restricted Period, in relation to the Restricted Business, except as permitted under Clause 9.2, carry on or be concerned or engaged or interested, directly or indirectly, whether as principal or shareholder, partner, employee, agent or otherwise, in any trade or business which is the same or similar to and which is in direct competition with the Restricted Business.
- 2. The Employee may during his employment or during the Restricted Period own an interest in:
 - 9.2.1. any shares or other securities of any company which are, for the time being, traded on a recognised investment exchange provided that the Employee shall not be interested in more than 5% of the issued share capital of the company or the class of securities concerned; and
 - 9.2.2. the business conducted by any firm or professional corporation of which the Employee is a partner or director and which is a customer of the Company or the Group.

The Employee shall not during the Restricted Period either on his own behalf or on behalf of any other person, firm or company directly or indirectly:

- 9.3.1. (i) solicit or endeavor to solicit or entice away from the Company or any member of the Group or (ii) provide services that compete with the Restricted Business to any person, firm, or company who at termination of the Employee's employment was or had been a customer of the Company or any member of the Group and with whom the Employee had dealings, other than at a de minimis level, at any time during the period of one year prior to the termination of his employment; or
- 9.3.2. induce or seek to induce to leave the service of the Company or any member of the Group any employee who at the time of the Employee's termination of employment was employed by the Company or any member of the Group in an executive, senior managerial or senior technical position and with whom the Employee had personal dealings, other than at a de minimis level, at any time during the period of one year prior to the termination of his employment; or
- 9.3.3. interfere or seek to interfere with the continuance of the supply of goods or services or the terms of supply to the Company or any member of the Group by any person, firm or company who at termination of the Employee's employment was or had been a supplier of goods or services to the Company or to any member of the Group and with whom the Employee had dealings, other than at a de minimis level, at any time during the period of one year prior to the termination his employment.

The Employee shall not any time after the termination of his employment, for whatever reason, directly or indirectly represent himself as being in any way connected with or interested in the business of the Company or any member of the Group.

The Employee acknowledges and agrees that in view of his seniority and range of Duties performed by him and his contacts both within the Company and the Group and with third parties for and on behalf of the Company and the Group, that the restrictions in this clause

9 are reasonable for the protection of the goodwill of the businesses carried on by the Company and the Group and that:

- 9.5.1. each of the provisions of this clause 9 are independent and severable from the remaining provisions and enforceable accordingly;
- 9.5.2. if any provisions of this clause 9 shall be unenforceable for any reason but would be enforceable if part of the wording were deleted or time periods or territories were reduced, it shall apply with such deletions or reductions in time or territory as may be necessary to make it enforceable.
- 9.5.3. in the event of any breach or threatened breach by the Employee of the provisions of Clauses 6, 9.1, 9.3 and 9.4 of this Agreement, the Employee acknowledges that such breach will result in irreparable harm to the Company, and the Company shall be authorized and entitled to obtain, from any court of competent jurisdiction, an injunction restraining the Employee from such breach and from rendering any services to any person in breach of such Clauses. Nothing in the Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for a breach or threatened breach of the foregoing Clauses.
- 9.5.4. compliance with Clauses 6, 9.1, 9.3 and 9.4 is a condition precedent to the Company's obligation to make payments of any nature to the Employee.
- 9.5.5. in the event the Company brings action in any court of competent jurisdiction to enforce the provisions of Clauses 6, 9.1, 9.3 and 9.4 and the Company is the prevailing party, the Employee shall reimburse the Company for court costs and reasonable attorney fees incurred by the Company in such actions.

TERMINATION

The Company may without prior notice (except as specifically stated to the contrary) terminate this Agreement so that the Employee shall have no claim for damages or otherwise (including without limitation the termination payment set forth in Clause 3.1 of this Agreement if the Employee is terminate without cause) against the Company in respect of such termination (but without prejudice to any other remedy which either party may have against the other) if the Employee shall:

- 10.1.1. be guilty of any serious misconduct relating to the discharge of his Duties;
- 10.1.2. be found to be in neglect in the discharge of his Duties or having committed any willful or persistent breach which has been repeated or continued after written warnings having been given with regard to the breach or non observance of any of the provisions of this Agreement;
- 10.1.3. have conducted or permitted or suffered anything which would tend to bring himself or the Company into disrepute;
- 10.1.4. become prevented by any appropriate law from continuing as an employee of the Company;

10.1.5. be found guilty in a Court of competent jurisdiction of any act of fraud or dishonesty or any other criminal act (except a road traffic offence for which no custodial sentence is imposed).

10.1.6. be unable to perform the duties hereunder whether by reason of illness, injury or other cause during the preceding period of 3 consecutive months or for more than 4 months during the preceding period of 12 months.

2. Upon termination pursuant to this Agreement, the Employee shall be entitled to COBRA benefits. In the event that COBRA does not apply to the Company because the Company does not meet the minimum number required by statute, the Employee shall be entitled to such COBRA benefits as he would otherwise be entitled as if the COBRA applied to the Company.

GENERAL

1. This Agreement is in substitution for any previous contract(s) of service or other arrangements or understandings whether written or oral regarding the Employee's employment between the Company and the Employee or any member of the Group and the Employee which are hereby deemed to have been terminated by mutual consent as from the Effective Date of the Term of this Agreement.
2. This Agreement sets out the entire understanding of the parties and neither shall be bound by any conditions, representations or warranties other than those expressly set out in this Agreement or subsequently agreed to in writing executed by both parties.
3. Neither party shall assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. If any of the terms and provisions of this Agreement are determined to be invalid or unenforceable by any Court of competent jurisdiction, it shall not invalidate the rest of this Agreement which shall remain in full force and effect as if such terms and provisions had not been part of this Agreement.
5. No waiver by either of the parties of any term of this Agreement shall be effective unless it is in writing.
6. Any terms and conditions of this Agreement which by their context whether expressly stated or not which are meant to survive the termination of this Agreement shall so survive.
7. This Agreement as well as any modifications or any renewal shall be governed by the laws of the State of Maryland and all disputes shall be subject to the non-exclusive jurisdiction of the federal and state courts of the State of Maryland.
8. Any notices or other communications hereunder shall be deemed to have been given when delivered personally or sent via a nationally recognized overnight carrier such as Federal Express or UPS, postage prepaid, to the following addresses:

If to the Company: Richard Cohen, Director
 c/o Epoch Software Holdings Plc
 Unit 1 Technology Park
 Colindeep Lane
 London, England NW9 6BX

If to Employee:

Richard S. Granat
320 Morgause Place North
Baltimore, Maryland 21208

- .9 Upon the placement of any portion of the share capital of Epoch, the parent company of the Company, with the London Stock Exchange, the Employee acknowledges and agrees that this Agreement shall be terminated and replaced by a new employment agreement, as approved by Epoch's sponsor, provided that such new employment agreement provides the Employee with the same salary, benefits and share options are provided to Richard Cohen and Grahame Cohen.

Advance Bonus. Upon the Effective Date, the Company shall make an advance to the Employee in the amount of Forty-One Thousand Six Hundred Twenty-Five Dollars (\$41,625.00), plus such additional amount as shall cover the interest on the tax liens as identified in the Merger Agreement through to the payoff date which shall be assumed to be five (5) days after the Closing under the Merger Agreement, (collectively, the "Advance") which shall be applied against future bonuses earned by the Employee pursuant to this Agreement. The Advance shall be deducted from bonuses earned by the Employee pursuant to Clause 4.5; provided, however, in the event that Epoch undertakes an admission of any part of Epoch's share capital to the Official List of the Listing Authority, or to trading on the Alternative Investment Market of the London Stock Exchange or commencement of dealings in any part of the share capital of Epoch on any other recognized investment exchange (as defined in section 207 of England's Financial Services Act of 1986) (an "IPO"), then the Employee, promptly upon the occurrence of the IPO, shall reimburse the Company for any portion of the Advance that has not been applied against bonuses earned by the Employee pursuant to this Agreement. In addition, in the event that the Employee's employment is terminated prior to (i) the Employee's earning a bonus in the amount of \$40,000.00 or (ii) an IPO, then the Employee, upon demand by the Company, shall pay to the Company any portion of the Advance that has not been applied against bonuses earned by the Employee pursuant to this Agreement. The Employee hereby instructs the Company to wire the Advance to Escrow Agent, as that term is defined in the Merger Agreement, on the Effective Date.

[Remainder of Page Intentionally Left Blank]

WITNESS WHEREOF, this agreement has been executed by the parties on the date first above
itten.

TNESS/ATTEST:

EPOCH US HOLDINGS, INC.

Shame Cohen, Secretary

By: _____
Richard Cohen, President

ne:

Richard S. Granat

: undersigned hereby guarantees the payment and performance of the Company's obligations
suant to Clauses 4.1 through 4.8 and 10.2.

Epoch Software Holdings plc

By: _____
Richard Cohen, Director

SCHEDULE 1

Richard S. Granat shall be the President and Chief Operating Officer of the Company. As President and Chief Operating Officer, he shall work with the Board to oversee the direction and implementation of the overall strategy for the Company and the Group in relation to the United States legal market. More specifically his responsibilities include:

- 1. Strategizing and implementing digital strategy for the Company and its United States Associates;
- 2. Forging business relationships and managing business development in the United States;
- 3. Negotiating commercial arrangements in the United States;
- 4. Conceptualizing new product and services offerings in the United States;
- 5. Finding and employing appropriate staff in the United States;
- 6. Ensuring the growth of the organization is controlled and well managed; and
- 7. Any other duties assigned to him by the Board.

EXHIBIT "F"

Form of Amendment to Notes

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is made effective as of May __, 2000, by and between MYLAWYER.COM, INC. (the "Borrower") and PETER GRANAT (the "Payee"), witnesseth:

Recitals

A. The Payee made a loan to the Borrower in the principal amount of Nineteen Thousand Five Hundred Dollars (\$19,500.00) (the "Loan") as evidenced by a Promissory Note dated March 1, 2000, from the Borrower payable to the Payee in the principal amount of the Loan (the "Note").

B. The Borrower and the Payee have agreed to amend the Note as herein provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Payee hereby agree as follows:

1. The Recitals set forth above are incorporated herein by reference.
2. Section 8 and 11 of the Note is hereby deleted in its entirety.
3. Notwithstanding anything in the Note to the contrary, the unpaid principal and accrued interest shall be due and payable forty-five (45) days after closing on the merger of Borrower with ESHME, Inc. pursuant the Merger Agreement dated May __, 2000, by and among Borrower, ESHME, Inc. and Epoch Software Holding Plc.
4. The Borrower ratifies and confirms all of its liabilities and obligations under the Note and agrees that, except as expressly modified in this Amendment, the Note continues in full force and effect as if set forth specifically herein. The Borrower and the Payee agree that this Amendment shall not be construed as an agreement to extinguish the original obligations under the Note and shall not constitute a novation as to the obligations of the Borrower under the Note.
5. This Amendment may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Payee and the Borrower. This Amendment shall be construed in accordance with, and governed by, the laws of the State of Maryland.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Payee have caused this Amendment to be executed under seal as of the date first above written.

WITNESS/ATTEST:

BORROWER:

MyLawyer.com, Inc.

By: _____ (SEAL)

Name: _____

Title: _____

PAYEE:

_____ (SEAL)

Peter Granat

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "Amendment") is made effective as of May __, 2000, by and between MYLAWYER.COM, INC. (the "Borrower") and JUDITH GRANAT (the "Payee"), witnesseth:

Recitals

A. The Payee made a loan to the Borrower in the principal amount of Thirty Thousand Dollars (\$30,000.00) (the "Loan") as evidenced by a Promissory Note dated October 1, 1999, from the Borrower payable to the Payee in the principal amount of the Loan (the "Note").

B. The Borrower and the Payee have agreed to amend the Note as herein provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Payee hereby agree as follows:

1. The Recitals set forth above are incorporated herein by reference.
2. The following provisions contained on the first page of the Note are hereby deleted, in their entirety:

In the event that that [sic] any of the following occur, the unpaid Principal Sum, together with accrued and unpaid interest shall become immediately due and payable:

- a) the sale of all or substantially all of the assets of the Borrower; or
- b) the merger or acquisition of the Borrower with any entity

3. Notwithstanding anything in the Note to the contrary, the unpaid principal and accrued interest shall be due and payable forty-five (45) days after closing on the merger of Borrower with ESHME, Inc. pursuant the Merger Agreement dated May __, 2000, by and among Borrower, ESHME, Inc. and Epoch Software Holding Plc.

4. The Borrower ratifies and confirms all of its liabilities and obligations under the Note and agrees that, except as expressly modified in this Amendment, the Note continues in full force and effect as if set forth specifically herein. The Borrower and the Payee agree that this Amendment shall not be construed as an agreement to extinguish the original obligations under the Note and shall not constitute a novation as to the obligations of the Borrower under the Note.

5. This Amendment may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Payee and the Borrower. This Amendment shall be construed in accordance with, and governed by, the laws of the State of Maryland.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Payee have caused this Amendment to be executed under seal as of the date first above written.

WITNESS/ATTEST:

BORROWER:

MyLawyer.com, Inc.

By: _____ (SEAL)

Name: _____

Title: _____

PAYEE:

Judith Granat (SEAL)

SCHEDULE 1.18

Copy of Internet Policy



A Member Company
of American International
Group, Inc.

SPECIALTY LINES INSURANCE COMPANY
(Hereinafter "we," "us" or "our")
A Capital Stock Insurance Company
70 Pine Street
New York, N.Y. 10270

HILB
INSURANCE
COMPANY OF BALTIMORE
1104 Kenilworth Drive
Suite 300
Baltimore, Maryland 21204-2100
(410) 583-5657 • Fax 583-8814

INTERNET MEDIA LIABILITY POLICY
NetAdvantage proSM

NOTICE: THIS IS A CLAIMS MADE POLICY. THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

Renewal of: N/A

Policy Number: 278-48-27

DECLARATIONS

ITEM 1. NAMED INSURED: MYLAWYER.COM

ADDRESS: 9141 Reisterstown Rd., #43
Owings Mills, MD 21117

ITEM 2. POLICY PERIOD: FROM March 22, 2000 TO March 22, 2001
(12:01 A.M. standard time at the address of the Named Insured.)

ITEM 3. LIMITS OF LIABILITY: (including claim expenses)

\$ 1,000,000	each wrongful Act or series of continuous, repeated or related wrongful acts
\$ 1,000,000	aggregate

ITEM 4. RETENTION:

\$ 5,000	for each professional services claim
\$ 5,000	for each internet media claim

ITEM 5. RETROACTIVE DATE: 3/22/00

ITEM 6. PREMIUM: \$ 5,750

PRODUCER: HILB, ROGAL AND HAMILTON CO. OF BALTIMORE
ADDRESS: 1104 KENILWORTH DRIVE
BALTIMORE, MD 21204


AUTHORIZED REPRESENTATIVE

or Countersignature (in states where applicable)



AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

AIG netAdvantage pro- INTERNET PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, and in reliance upon the statements in the application(s) attached hereto and made a part hereof, and subject to the Limits of Liability set forth in the Declarations and the terms and conditions contained herein, the insurance company issuing this policy (hereinafter called we, us, or our) agrees as follows:

I. INSURING AGREEMENTS

- A. We shall pay on your behalf those amounts, in excess of the applicable Retention, you are legally obligated to pay as damages resulting from any claim(s) first made against you and reported to us in writing during the policy period or Extended Reporting Period (if applicable), for your wrongful act(s). Such wrongful act(s) must occur on or after the retroactive date and:

- (1) be in your performance of internet technology services; or
- (2) result in the failure of your internet technology products to perform the function or serve the purpose intended; or
- (3) be in your performance of internet media services.

B. We shall pay on your behalf those amounts, in excess of the applicable Retention, you are legally obligated to pay, as damages, resulting from any claim(s) first made against you and reported to us in writing during the policy period or Extended Reporting Period (if applicable) for your wrongful act(s) in connection with internet media in the conduct of your business. Such wrongful act must occur on or after the Retroactive Date set forth in the Declarations.

II. DEFENSE COSTS, CHARGES AND EXPENSES

- A. We have the right and duty to defend a suit brought against you, even if the suit is groundless or fraudulent and, with your written consent, to settle any suit if we believe that it is proper.

We have the right, but not the duty, to investigate any claim and, with your written consent, to settle any claim if we believe that it is proper.

Your refusal to consent to a settlement may impact our obligations under this policy as stated in Section V.D.

- B. Claim expense(s) are part of and subject to our Limit of Liability. Our duty to defend ends after the applicable Limit of Liability has been exhausted by payment of loss, including claim expenses.

- C. You may settle any claim(s) or suit(s) on behalf of all insureds to which this insurance applies and which are subject to one Retention, where the total incurred loss does not exceed the Retention.

III. DEFINITIONS

- A. Advertising means any publicity or promotion including branding, co-branding, sponsorships and/or endorsements on your own behalf or for others on the internet; however, advertising shall not mean publicity or promotion of lotteries, sweepstakes, contests, or games of chance, including over-redemption relating therefrom.
- B. Assumed under contract means liability assumed by you in the form of hold harmless or indemnity agreements executed with any party, but only as respects material provided or disseminated by you.
- C. Bodily injury means physical injury, sickness or disease, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.
- D. Claim means:
- (1) a demand for money, services, non-monetary or injunctive relief; or
 - (2) a suit(s) (including a civil, criminal or arbitration proceeding) for monetary or non-monetary relief.
- E. Claim expense means all reasonable and necessary fees charged by an attorney appointed by us, as well as all other reasonable and necessary fees, costs and expenses incurred in the defense or investigation of a claim by us or by you with our written consent. Claim expense shall also include premiums for appeal bonds for covered judgements, or bonds to release property used to secure a legal obligation, if required in any claim; however, we will have no obligation to appeal or to obtain these bonds. Claim expense does not include salary, charges or expenses of you or your employees.
- F. Computer virus means an unauthorized corrupting or harmful piece of code. Computer virus includes, but is not limited to, "Trojan horses", "worms", and "time or logic bombs."
- G. Content-Based liability means your liability arising from a third party acting upon your internet media or internet media services, provided the third party has no common ownership interest or other affiliation with you.
- H. Damages means any amount that you shall be legally required to pay because of judgments, arbitration awards or the like rendered against you, or for settlements negotiated by us with your written consent; provided that damages shall not include any amounts for which you are not financially liable, or for which there is no legal recourse against you, or other matters that may be deemed uninsurable under applicable law.
- Damages includes:
- (1) punitive, exemplary and multiple damages (where insurable by applicable law),
 - (2) pre-judgment interest and
 - (3) post judgment interest that accrues after entry of judgment and before we have paid, offered to pay deposited in court that part of the judgment within the applicable Limit of Liability.
- I. First inception date means the inception date of the first ~~netAdvantage pro~~ policy issued by us or any other member company of American International Group, Inc. ("AIG") to the named

insured and continually renewed by us or any other AIG member company until the inception date of this policy;

- J. Internet means the worldwide public network of computers as it currently exists or may be manifested in the future, including the internet, intranet, extranet or virtual private network.
- K. Internet media means advertising, webcasting, electronic publishing, transmission, republication, retransmission utterance, dissemination, distribution, serialization, creation, production, origination, exhibition or displaying of your material over the internet.
- L. Internet media services means advertising, webcasting, electronic publishing, transmission, republication, retransmission utterance, dissemination, distribution, serialization, creation, production, origination, exhibition, displaying, researching or preparation of material in connection with your internet services.
- M. Internet services means the following services :
- (1) designing, constructing or maintaining an internet site;
 - (2) the integration of electronic information or business processes with an internet site;
 - (3) acquiring, researching, gathering, recording, collecting or preparing of material by means of the foregoing services; or
 - (4) any other internet related service specified by written endorsement attached to this policy;
- provided however, that internet services shall not include hosting, acting as an internet service provider, internet access or provider or like services.
- N. Internet technology product(s) means any computer hardware, software or related electronic product, equipment or device that is created, manufactured, developed, distributed, licensed, leased or sold by you, or by others acting under your trade name with your consent, to others for a fee, including training in the use of such computer hardware, software or related technology products, in connection with your Internet Services.
- O. Internet technology service(s) means any computer or electronic information technology services performed by you, or others acting under your trade name with your consent, for others for a fee, including systems analysis, systems programming, data processing, system integration, development, design, management, repair or maintenance of computer products, networks or systems, in connection with your Internet Services.
- P. Last termination date means the effective date of cancellation or expiration of the last ~~netAdvantage pro~~ policy issued by us or any other AIG member company to the named insured in a continuously renewed succession of such netAdvantage pro policies to the named insured since the first inception date.
- Q. Loss means the total sum of damages and claims expenses.

Loss shall not mean and this policy will not cover:

- (1) production costs or loss of profits, the cost of recall, reproduction, reprinting, or correction of material by you, or by an independent contractor, additional insured or indemnitee afforded coverage under this policy;
- (2) any costs or expenses incurred by you or others to withdraw or recall your products, including products which incorporate your products, professional services or your internet media from the marketplace or from loss of use by the insured or any other person or organization arising out of such withdrawal or recall;

- (3) fines, penalties, or taxes;
 - (4) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
 - (5) your fees or charges, including collecting fees from third parties, the return of fees or other compensation paid to you and/or your cost of correcting or re-performing or completing any professional services; or
 - (6) the monetary value of any electronic fund transfers or transaction by you or on your behalf which are lost or damaged during transfer into or between your accounts.
- R. Loss of service means the inability of a third party, who is authorized to do so, to gain access to your professional services through the internet.
- S. Named insured means the individual, entity, partnership, or corporation first designated as such in Item 1 of the Declarations.
- T. Over-redemption means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- U. Policy period means the period commencing on the effective date shown in the Declarations and ending on the earlier of either the expiration date or the effective date of cancellation of this policy. If you become an insured under this policy after the effective date, the policy period begins on the date you became an insured.
- V. Professional services means internet services, internet technology services/products and internet media services;
- W. Property damage means (1) physical injury to, loss or destruction of, tangible property including the resulting loss of use thereof; or (2) loss of use of tangible property which has not been physically injured or destroyed.
- X. Public Key Infrastructure (PKI) means the policies, methods, equipment and procedures, including associated software, hardware and firmware, for establishing and managing a secure method for exchanging electronic information involving the use of certification authorities, digital certificates, digital signatures, public and/or private keys or any other similar type of technology however labeled.
- Y. Subsidiary shall mean any corporation of which the named insured owns on or before the inception date of the policy period more than 50% of the issued and outstanding voting stock either directly or indirectly through a subsidiary.

This policy does not cover any claim against a subsidiary or any partner, director, officer or employee thereof for any wrongful act that occurred when the named insured did not own more than 50% of the issued and outstanding voting stock of such subsidiary, either directly or indirectly through one or more of its subsidiaries.

Subsidiary shall also mean any corporation which becomes a subsidiary during the policy period provided that such corporation does not represent more than a five percent (5%) increase in the total assets or gross revenue of the named insured as of the date of the acquisition. Where such corporation represents an increase in the total assets or gross revenue of the named insured of more than five percent (5%), such corporation shall be deemed a subsidiary under the policy, but only upon the condition that within 90 days of its becoming a subsidiary, you shall have provided us with full particulars of the new subsidiary and agreed to any additional premium and/or amendment of the provisions of this policy required by us relating to such new subsidiary, subject to the review and acceptance by us of full and complete underwriting information. Further, coverage as shall be afforded to the new

subsidiary is conditioned upon the named insured paying when due any additional premium required by us relating to such new subsidiary. A corporation becomes a subsidiary when the named insured owns more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its subsidiaries, and ceases to be a subsidiary at such time when the named insured ceases to own more than 50% of the issued and outstanding voting stock.

Z. Suit means a civil or criminal proceeding for monetary, non-monetary or injunctive relief which is commenced by service of a complaint or similar pleading or, in the case of a criminal proceeding, return of an indictment, information or similar document. Suit shall also include a binding arbitration proceeding in which such damages are alleged and to which you must submit or do submit with our consent.

AA. Unauthorized access means the gaining of access to a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner.

BB. Unauthorized use means the use of a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner.

CC. Wrongful act means any actual or alleged breach of duty, neglect, act, error, misstatement, misleading statement or omission, including content-based injury and liability therefor assumed under contract, constituting

1. any form of defamation or other tort related to disparagement or harm to character, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. infringement of copyright, title, slogan, trademark, trade name, trade dress or service name; plagiarism, piracy or misappropriation of ideas under implied contract or other misappropriation of property rights, ideas or information; or
3. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness.

DD. you, your or insured means:

1. the named insured;
2. any subsidiary of the named insured, but only with respect to wrongful acts which occur while it is a subsidiary and otherwise covered by this policy;
3. any past, present or future officer, director, trustee or employee of the named insured or subsidiary thereof (and in the event the named insured is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of their duties as such;
4. any agent or independent contractor, including distributors, licensees and sub-licensees, providing material for internet media, on behalf or at the direction of the named insured, but only in the event that, and while, an insured as defined in clauses (1) through (3) above is also claimed against; and
5. any entity whom the named insured is required by contract to add as an insured under this policy, but only for the wrongful acts of the named insured.

IV. EXCLUSIONS - CLAIMS NOT COVERED

We will not cover claims:

- A. alleging or arising out of a dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which you are not legally entitled; however, we will defend claims alleging any of the foregoing conduct, until there is a judgment, final adjudication, adverse admission or finding of fact against you as to such conduct at which time you shall reimburse us for claims expense; we will not cover any such claim to which you plead *nolo contendere* or no contest;
- B. alleging or arising out of false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, including violations of any local, state or federal consumer protection laws; however, we will defend claims alleging any of the foregoing conduct until there is a judgment, final adjudication, adverse admission or finding of fact against you as to such conduct at which time you shall reimburse us for claims expense; we will not cover any such claim to which you plead *nolo contendere* or no contest;
- C. alleging or arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA) or amendments thereto, or similar statutory or common law of the United States of America or any state or jurisdiction therein;
- D. for bodily injury or property damage;
- E. alleging or arising out of:
 - (1) the purchase, sale, offer of or solicitation of an offer to purchase or sell securities;
 - (2) any violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or
 - (3) any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
- F. alleging or arising out of your employment practices liability or any intentional discrimination of any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation or pregnancy;
- G. alleging or arising out of over-redemption of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, contests, and games of chance;
- H. alleging or arising out of infringement of patent or misappropriation of trade secret;
- I. (1) alleging or arising out of any otherwise covered wrongful act committed prior to the Retroactive Date or after the last termination date; notwithstanding the foregoing, if the wrongful act arises out of material which was initially disseminated or broadcast prior to the Retroactive Date, and is disseminated or broadcast again after the Retroactive Date and prior to the last termination date, then this policy shall only apply to material disseminated or broadcast after the retroactive date and prior to the last termination date. However, in such event, our maximum liability shall be limited to that portion of the total loss which the

number of disseminations or broadcasts during covered period of time bears to the total number of disseminations or broadcasts upon which the claim is made; or

(2) alleging or arising out of a wrongful act committed prior to the first inception date if on or before the first inception date, you knew or could have reasonably foreseen that such wrongful act would result in a claim against you;

- J. alleging or arising out of any claim, demand or litigation prior to or pending as of the first inception date; or alleging, arising out of or relating to any fact, circumstance, situation or wrongful act alleged in such claim, demand, or litigation;
- K. arising out of liability you assume under any contract or agreement, including any contract price, cost guarantee or cost estimate being exceeded; however, this exclusion does not apply to liability you would have in the absence of such contract or agreement, or for liability assumed under contract for an otherwise covered claim;
- L. against you that are brought by or on behalf of:
 - 1. any insured except as described in paragraph DD.(5) of Section III. DEFINITIONS;
 - 2. any business entity that is owned, managed or operated, directly or indirectly, in whole or in part, by you;
 - 3. any parent company, subsidiary, successor or assignee of yours, or anyone affiliated with you or such business entity through common majority ownership or control; or
 - 4. by any independent contractor supplying material or services to you, but, as regards such independent contractors, only with respect to claims involving disputes over the ownership or exercise of rights in material or services supplied;

against you that are brought by or on behalf of the Federal Trade Commission, Federal Communications Commission or any other federal, state or local government agency or ASCAP, SESAC, BMI or other licensing organizations; however, this exclusion shall not apply where the claim is based upon professional services rendered to such entity;

- N. resulting in whole or in part from an act of God, war, civil unrest, or a mechanical breakdown, electrical, data transmission, telecommunications or satellite systems failure;
- O. alleging or arising out of unauthorized access or unauthorized use;
- P. alleging or arising out of loss of service;
- Q. alleging or arising out of the transmission of a computer virus;
- R. arising out of the development, distribution, dissemination, installation, implementation, operation, maintenance or recommendation of PKI; or
- S. alleging or arising out of the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants.

V. LIMITS OF LIABILITY

- A. The limits of liability set forth in the Declarations of this policy are the most we will pay for loss regardless of the number of:
 - (1) persons or entities covered by this policy;
 - (2) claimants or claims brought; or

(3) INSURING AGREEMENTS under this policy which may be applicable

- B. **Each Wrongful Act Limit:** Our total liability for all loss arising from any and all claims made against you and reported to us during the policy period or the Extended Reporting Period, if applicable, alleging any wrongful act shall not exceed the Limit of Liability set forth in the Declarations as applicable to "each wrongful act or series of continuous, repeated or related wrongful acts." All claims arising from the same wrongful act(s) or series of continuous, repeated or related wrongful acts shall be treated as one claim.

The Limits of Liability and the ~~netAdvantage pro~~ Policy issued by us to the named insured in effect when the first such wrongful act took place after the first inception date shall be the only Limit of Liability and the only policy which shall apply. Damages and claim expenses are part of and subject to the Limits of Liability.

- C. **Aggregate Limit:** Our total liability for all loss arising from all claims made against you and reported to us during the policy period or the Extended Reporting Period, if applicable, shall not exceed the Limit of Liability set forth in the Declarations as "aggregate."
- D. **Our duty to defend ends if you refuse to consent to a settlement we recommend and the claimant will accept.** You must then defend the claim at your own expense. As a consequence of your refusal, our liability for loss shall not exceed the damages for which we could have settled such claim had you consented, plus claim expenses incurred prior to the date of such refusal. Provided however, this clause shall not apply to any settlement where the total incurred for damages and claim's expenses does not exceed the Retention.
- E. **Multiple Liability Policies**
- (1) Two or more policies may be issued to you by us or any other AIG member company. These policies may provide coverage for:
 - a. claims arising from the same wrongful act(s), or series of continuous, repeated or related wrongful acts; or
 - b. claims for which persons or organizations covered in those policies are jointly and severally liable.
 - (2) In such case, we will not be liable under this policy for an amount greater than the proportion of the loss that this policy's applicable limit of coverage bears to the total applicable limits of coverage under all such policies.
 - (3) In addition, the total amount payable under all such policies combined shall not be greater than the highest applicable limit of coverage among all such policies.

VI. RETENTION

We will only pay for loss in excess of the applicable Retention amount set forth in the Declarations.

The applicable Retention applies to each claim and you may not insure it. All claims arising from the same wrongful act(s) or series of continuous, repeated, or related wrongful acts shall be subject to one applicable Retention. The applicable Retention and ~~netAdvantage pro~~ policy (including ~~netadvantage~~, ~~netadvantage pro~~ or ~~netadvantage pro+~~) issued by us to the named insured in effect when the first such wrongful act took place after the Retroactive Date, or first inception date shall be the only applicable Retention and only policy which applies. In our sole discretion, we may pay all or part of the applicable Retention in which case you agree to repay us immediately after we notify you of the payment. The applicable Retention shall first be applied to loss covered by this policy which is paid by us or by you, with our consent.

VII. OTHER PROVISIONS AFFECTING COVERAGE

A. What You Must Do in the Event of a Claim

Before coverage will apply, you must notify us in writing of any claim against you as soon as practicable within the policy period or Extended Reporting Period, if applicable. You must also:

- (1) Immediately record the specifics of the claim and the date you received it; and
- (2) Send us copies of all demands, suit papers, or other legal documents you receive, as soon as possible to the following address:

A.I. Management and Professional Liability Claim AdjustersSM
P.O. Box 1000
New York, NY 10268

B. Your Assistance and Cooperation

- (1) You agree to provide us with any cooperation and assistance that we may request, including assisting us in:
 - a. investigation of a claim or circumstance;
 - b. making settlements;
 - c. enforcing any legal rights you or we may have against anyone who may be liable to you;
 - d. attending depositions, hearings and trials; and
 - e. securing and giving evidence, and obtaining the attendance of witnesses.
- (2) You shall take such actions which, in your reasonable judgment, are deemed necessary and practicable to prevent or limit the dissemination of material that is erroneous, false, or untrue.
- (3) You will not admit any liability, assume any financial obligation or pay out any money without our prior consent. If you do, it will be at your own expense. Provided however, the foregoing shall not apply to a settlement pursuant to Section II.C of this policy so long as you provide us written notice of such settlement within thirty (30) days thereof. In all events, you shall not take any action, or fail to take any required action, without our written consent, which prejudices our rights under this policy.
- (4) Your rights under this policy shall not be prejudiced by your refusal, or the refusal of anyone for whose acts you are legally responsible, to reveal the identity of a confidential third party source in connection with a claim under this policy.

C. Where Coverage Applies

We cover wrongful acts that occur, and claims that are brought, anywhere in the world.

D. Other Insurance

Such insurance as is provided by this policy shall be excess of any other valid and collectible insurance available to you.

E. Subrogation

You may be able to recover all or part of a loss from someone other than us. You therefore must do all that is possible after a claim to preserve any such right of recovery. If we make a payment under this policy, that right of recovery will belong to us. You will do whatever is necessary, including signing documents, to help us obtain that recovery.

F. Policy Changes

This policy contains all the agreements between you and us concerning this insurance. Only the named insured is authorized to make changes in this policy, and only with our written consent. This policy can only be changed by a written endorsement we issue and make a part of this policy.

G. Assignment

You cannot assign or transfer your interest in this policy. If you die or are declared legally incompetent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of his or her duties as such, and only with respect to your wrongful acts which took place prior to your death or incompetency.

H. Special Rights and Duties of Named Insured

You agree that when there is more than one person or organization covered under this policy, the named insured shall act on behalf of all insureds as to:

- (1) giving and receiving notice of cancellation;
- (2) acceptance or refusal of any applicable Extended Reporting Period;
- (3) payment of premiums and receipt of return premiums; and
- (4) acceptance of any endorsements to this policy.

I. Cancellation

This policy may be canceled by the named insured by: (i) surrender of this policy, or (ii) by giving written notice to us stating when thereafter such cancellation shall be effective. This policy may also be canceled by us by delivering to the named insured by registered, certified, other first class mail or other reasonable delivery method, at the named insured's address set forth in the Declarations, written notice stating when, not less than sixty (60) days thereafter (fifteen (15) days in the event of cancellation for non-payment of premium), the cancellation shall be effective. The mailing or delivery of such notice as aforesaid shall be sufficient proof of notice and this policy shall be deemed canceled as to all insureds at the date and hour specified in such notice. If this policy shall be canceled by the named insured or us, we shall retain the pro rata proportion of the premium therein. Payment or tender of the unearned premium by us shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

J. Extended Reporting Provisions

(1) Automatic Extended Reporting Period

If we or named insured shall cancel or refuse to renew this policy, the named insured shall have the right following the effective date of such cancellation or nonrenewal to a period of sixty (60) days (herein referred to as the Automatic Extended Reporting Period) in which to give written notice to us of claims first made against you during the Automatic Extended Reporting Period for any wrongful act occurring prior to the end of the policy period and otherwise covered by this policy.

The Automatic Extended Reporting Period shall not apply to claims that are covered under any subsequent insurance you purchase or is purchased for your benefit, or that would be covered, but for the exhaustion of the amount of insurance applicable to such claims or is within any applicable Retention or Retention(s).

(2) Optional Extended Reporting Period

If we or named insured shall cancel or refuse to renew this policy, the named insured shall have the right, upon payment of an additional premium of up to two hundred percent (200%) of the full annual premium, to a period of up to three (3) years following the effective date of such cancellation or nonrenewal (herein referred to as the Optional Extended Reporting Period) in which to give written notice to us of claims first made against you during the Optional Extended Reporting Period for any wrongful act occurring prior to the end of the policy period and otherwise covered by this policy.

As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the policy period.

The rights contained in this clause shall terminate unless the named insured provides written notice of such election together with the additional premium due to us within thirty (30) days of the effective date of cancellation or non-renewal. The additional premium for the Optional Extended Reporting Period shall be deemed fully earned at the inception of the Optional Extended Reporting Period. The Optional Extended Reporting Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. Our offer of renewal terms, conditions, limits of liability and/or premiums different from those of the expiring policy shall not constitute a refusal to renew.

The aggregate limit of liability for any Extended Reporting Period shall be part of, and not in addition to, the aggregate limit of liability for the policy period.

If the named insured exercises its right purchase an Optional Extended Reporting Period, the Automatic Extended Reporting Period shall not apply.

K. Service of Suit

Subject to Paragraph R. Arbitration of this section, it is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon: General Counsel, Legal Department, American International Specialty Lines Insurance Company, 70 Pine Street, New York, NY 10270, or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Furthermore, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any

beneficiary hereunder, and hereby designate the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L. Notice of Circumstance

If during the policy period or the Extended Reporting Period, if applicable, you become aware of any facts or circumstances that may reasonably be expected to give rise to a claim against you for a wrongful act that occurs prior to the end of the policy period, and provided you give written notice to us during the policy period or the Extended Reporting Period, if applicable, of the circumstances and the reasons for anticipating such a claim, with full particulars as to the wrongful act(s), dates, persons and entities involved, then any claim that is subsequently made against you arising out of such wrongful act or the same wrongful act(s) or series of continuous, repeated or related wrongful acts, shall, for the purposes of this policy, be treated as a claim made against you and reported to us during the policy period.

M. Changes In Exposure

If during the policy period:

- (1) you merge into or consolidate with another entity such that you are not the surviving entity; or
- (2) another entity, person, or group of entities and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by other entity(ies) or person(s) of more than fifty percent (50%) of the outstanding securities representing the present rights to vote for the election of your directors;

then coverage shall continue until the later of the termination of the policy period or such other date to which we may agree, but only with respect to claims for wrongful acts occurring prior to your change in exposure and otherwise covered by this policy. No coverage shall be provided unless you notify us in writing within thirty (30) days of such change in exposure.

N. Titles of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy, are inserted solely for convenience or reference and are not to be deemed in any way to limit or expand the provisions to which they relate, and are not part of this policy.

O. Declarations

By accepting this policy, you agree that the statements in the Application and Declarations are true, and that they are your agreements, statements and representations.

This policy is issued in reliance upon the truth of those representations.

P. Bankruptcy

You or your estate's bankruptcy or insolvency does not relieve us of our obligations under this policy.

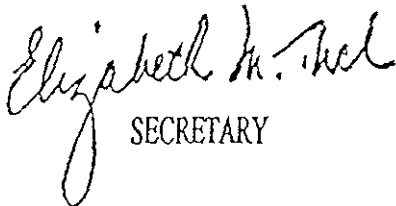
Q. Premium Audit

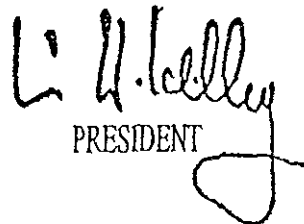
We will compute all premiums for this insurance in accordance with our rules and rates. The premium set forth in the Declarations are deemed to be estimated and subject to audit.

R. Arbitration

No action shall lie against us unless as a condition precedent thereto, any controversy arising out of or relating to this policy or its breach shall first be submitted to arbitration in accordance with the rules of the American Arbitration Association or the Defense Research Institute. The arbitration shall be held in New York, New York unless otherwise agreed to by both parties. Each party shall jointly and equally bear with the other party the expense of the arbitration.

IN WITNESS WHEREOF, we have caused this policy to be signed by our president and secretary and signed on the Declarations page by our duly authorized representative or countersigned in states where applicable.


SECRETARY


PRESIDENT

ENDORSEMENT # 1

This endorsement, effective 12:01 a.m. March 22, 2000 forms a part of
policy number 278-48-27
issued to MYLAWYER.COM

DATE RECOGNITION ENDORSEMENT

This endorsement clarifies insurance provided under the following:

AAA Tour Operators Default Program
Accountants Professional Liability
Aestheticians and Electrologists Professional Liability
American Collectors Association Professional Liability
Architects and Engineers Professional Liability
Association Professional Liability
Banker's Professional Liability
Child Abduction (Policy, Coverage Part, Endorsement)
Chiropractors Professional Liability
Community Bank Insurance
Corporate Professional Liability Policy
Corporate Vicarious Liability and General Supervision of Service Providers
CrisisGuard Insurance
Electronic Data Processors E&O Policy
Employed Lawyers Professional Liability Insurance
Federal Judges' Professional Liability Policy
Financial Institutions Professional Liability
Health Care Agency Professional Liability Policy
Insurance Company Supervisory and Vicarious Liability and Insurance Agents
Insurance Company Errors and Omissions
Insurance Agents Errors and Omissions
Insurance Brokers Errors and Omissions
Internet Incident Endorsement
Internet Professional Liability
Interior Designers Professional Liability
Investment Management Insurance Policy
Kidnap & Ransom
Law Enforcement Professional Liability
Lawyers Professional Liability
Life Insurance Agents and Brokers Professional Liability
Malicious Product Tampering (Contaminated Products)
Management Consultants (and Executive Search Consultants) Errors & Omissions
Miscellaneous Professional Liability
Mortgage Bankers/Mortgage Brokers Errors & Omissions
Mortgage Bankers Errors & Omissions
Multimedia Professional Liability Policy

Patent Infringement Indemnity Insurance
Personnel Consultants
Professional Employer Organization
Psychologist's Professional Liability Policy
Public Record Abstractors Professional Liability
Public Officials Professional Liability
Religious Institutions Errors and Omissions
School Leaders Errors & Omissions Policy
Securities Broker/Dealer Professional Liability
Social Services Professional Liability
Social Workers Professional Liability
Specified Professions Errors & Omissions
Staffing Services Professional Liability
State Judges Professional Liability
Student School Professional Liability
Tanning Salon Professional Liability
Temporary Help Service Professional Liability
Travel Agents Professional Liability

In consideration of the premium charged, it is hereby understood and agreed that coverage under this policy does not apply to any claim alleging, arising out of, based upon, attributable to or involving, directly or indirectly, **in whole or in part** (including, without limitation, any actual or alleged inability or failure, in whole or in part, to render any services as a result of):

- (1) any computer, computer system or code (including but not limited to firmware, hardware, microprocessors, software, operating systems, networks, peripherals attached to or used in conjunction with any of the foregoing, or any other computerized or electronic equipment or components) ("Computer System"), of any organization (whether or not an insured):
 - (A) failing to accurately and properly read, process, perform mathematical calculations, store, sort, distinguish, recognize, accept or interpret prior to, during or after, the year 2000 any data containing date information;
 - (B) failing to accurately and properly read and process the fact that the year 2000 is a leap year;
 - (C) reading and processing so-called "magic dates" such as the date "9/9/99" or any other date field data used by an organization to signify information other than the date;
 - (C) failing to be compatible with any other organization's Computer System with respect to (A), (B) and (C) above.

(the foregoing individually or collectively being sometimes referred to as the
"Year 2000 Problem");

- (2) any assessing, auditing, correcting, converting, renovating, rewriting, designing, evaluating, inspecting, installing, maintaining, repairing or replacing any Computer System with respect to a potential or actual Year 2000 Problem, or any failure to do any of the foregoing activities, or any disclosure, advice, consultation or supervision of any of the foregoing activities or any failure relating thereto.

All other terms, conditions and exclusions remain unchanged.


Authorized Representative

SCHEDULE 1.32

Websites

The following are a list of operational websites:

<http://www.mylawyer.com>

<http://www.divorcelawinfo.com>

<http://www.namechangelaw.com>

<http://www.digital-lawyer.com>

also named: <http://www.legaltechnologyonline.com>

There are additional domain names that are registered to Mylawyer, those domain names can be found as part of Exhibit 7.1.27.

SCHEDULE 4.2

Shareholder Percentage

Shareholder	# Shares of MyLawyer.com Inc.	Percent Ownership MyLawyer.com	Total Merger Shares	Shares of Epoch Software Holdings, Plc.
			452,820	
Peter Granat	3,500	0.048923679	22154	22154
Hilary Steffan	3,500	0.048923679	22154	22154
Lisa Paylor	3,500	0.048923679	22154	22154
David Granat	3,500	0.048923679	22154	22154
Nancy Granat				
f/b/o Jessica Paylor	3,500	0.048923679	22154	22154
Nancy Granat				
f/b/o Samantha Paylor	3,500	0.048923679	22154	22154
Nancy Granat	9,000	0.125803746	56,966	56,966
Arthur W. Brill	2,500	0.034945485	15,824	15,824
Ivan Inerfeld	1,600	0.02236511	10,127	10,127
	34,100			
Richard Granat	37440	0.523343584	236,979	236,979
	71,540	100.00%	452,820	452,820

SCHEDULE 7.1.7

Obligations; Loans to Insiders; Accounts Payable in Excess of 60 Days

1. Obligations/Amounts Owed to Insiders:
 - a. \$19,500.00 Note to Peter Granat
 - b. \$ 30,000.00 Note to Judith Granat, amount outstanding as of the date hereof is \$17,607.00.
2. Accounts Payable in Excess of 60 Days – None.

SCHEDULE 7.1.13

Employment Contracts

1. Richard Granat Employment Contract dated January 1, 2000, which is to be superceded by the contract attached hereto as Exhibit E as of the Closing.

SCHEDULE 7.1.15

Contracts

1. Web Hosting and Distribution Agreement with ARAG Services, LLC dated April 21, 2000.
2. Telephone Support and Full Support Agreement with ARAG Services, LLC dated April 21, 2000.
3. Advertising Agreement with FindLaw, Inc. and Mylawyer.com, Inc., expires July 31, 2000.
4. Employment Agreement between Mylawyer.com, inc., and Richard S. Granat dated January 1, 2000.
5. Various web hosting and internet payment processing contracts that are immaterial.
6. Subcontractor Agreements for conversion of document to Rapidocs format and for web page services which can be terminated at any time.

SCHEDULE 7.1.18

Absence of Material Changes or Events

NONE.

SCHEDULE 7.1.26

LIST OF COMPANY NAMES

Network Legal Solutions, Inc.

My Legal Asssistant.Com, Inc.

American Law On-Line, Inc.

My Lawyer.Com, Inc.

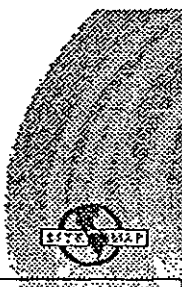
SCHEDULES 7.1.27

Website Information

Attached.

MYLAWYER.COM, INC.

A Better Way To Solve Legal Problems



Last Revision:
January 19, 2000
12:15:59 AM

[Corporate Profile](#) | [Services](#) | [Partners](#) | [Clients](#) | [News and Events](#) | [Careers](#)

[Corporate Due Diligence](#) **NEW**

[Shareholder Table](#) **NEW**

[Terms of Epoch Transaction](#) **NEW**

[Web Site Domains Owned and Under Development](#) **NEW**

[Web-Enabled Personal Legal Information Services](#)

[Competitive Analysis](#)

MYLAWYER.COM, INC. delivers personal legal information services to individuals and small business over the Internet. We provide an integrated set of legal information, document assembly, and diagnostic tools that help our customers substitute digital information products for the costly and labor intensive services of a private attorney. Of course not in every case, but in many situations, an intelligent legal digital product can be a solution to a legal problem.

The value proposition for our business is simple. We convert legal knowledge into a digital product, using a variety of Internet and expert systems technologies, in a way that creates benefits for consumers (convenience, cost-effective access). We provide a much less costly, speedier, and more efficient way to solve some of the legal problems of individuals and small business than solutions provided by a private attorney. Our goal is to carve out a portion of the legal services market and substitute our digital information products for the services of a private attorney.



**[core concepts]
Business Planning Assumptions and
Concepts (PowerPoint Presentation).**

Enabling Technologies:

Document Assembly Technologies -
A Killer Application When Used on the
Web to Serve Consumers Directly - See
Background Paper by Marc Launtsen, a
member of the Company's **Board of
Advisors**.

Web-Based Expert Legal Systems from
Jnana Corporation.

**Delivering "Unbundled"
Legal Services Over the
Internet**

PowerPoint Presentation to
Computer and Law Society,
Glasgow, Scotland, May 10,
1999.

**From Legal Services to Information
Services**

A white paper on the impact of the
Internet on the delivery of legal services.
A Legal Kiosk on the Net - an early
exposition of the ideas underlying the
company with identification of targeted
marketing opportunities..

**Re-Training Lawyers for a
Digital Age**

A White Paper on skills
lawyer's need to survive in
the coming decades.

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Last Time this Page was Revised Was: 01/19/00
For information: info@digital-lawyer.com

General Background

History

Corporate Data

State of Incorporation and Date Incorporated

Corporate Ownership

Board of Directors and Board of Advisors

List of Web Sites

Contracts and Leases

History: mylawyer.com, inc., (previously, American Law On-Line, Inc.) evolved from Interactive Legal Media, Inc., which was first incorporated in 1992 to provide software and program support to DocuPrep, Inc., a network of independent paralegal operated offices operating in the North eastern and Mid-Atlantic United States. During this period over 100 Legal Questionnaires and Legal Documents systems where created.

Corporate Data: A new company was organized in Maryland in 1994, known as Network Legal Solutions, Inc., to develop similar approaches using the Internet as a delivery system.

State of Incorporation and Date Incorporated:

In April, 1998, Network Legal Solutions, Inc., was incorporated in Wyoming and became the successor corporation of Network Legal Solutions, Inc. (Maryland Corporation). **The Maryland Corporation is no longer in existence.**

In June, 1998, Interactive Legal Media, Inc., was sold to Network Legal Solutions, Inc., for \$30,000 and its intellectual property assets absorbed by Network Legal Solutions, Inc., Interactive Legal Media, Inc., is no longer in existence.

In July, 1998, and the name of the company was changed from Network Legal Solutions, Inc., to MyLegalAssistant.com, Inc.

In July, 1999 the company changed its named to American Law On-Line, Inc.

In November, after acquiring the domain name - mylawyer.com, the name of the corporation was changed to Mylawyer.com, Inc.

All intellectual property, including all, copyrights, trademarks, web sites and all domains names are owned by Mylawyer.com, Inc.

The Center for Law Practice Technology, Inc., also a Wyoming corporation, was merged into MyLawyer.com, Inc., on January 5, 2000, in exchange for 20,440 shares of

MyLawyer.com, Inc., Class B Common Stock, which was issued to Richard Granat, the sole owner of the Center for Law Practice Technology, Inc.

Corporate Ownership:

There two classes on common stock: Class B and Class C. There was a Third Class A Common Stock owned by another shareholder that has been retired and is now Treasury stock. Both outstanding classes have the same voting rights.

There are 100,000 shares of voting stock authorized in each class.

See Shareholder Table.

List of Key Personnel : See Human Resource Section
[Not Revised since August 15, 1999, Will be revised]

List of Internet web sites and domain names operated by the Company.

Contracts and Leases: There are no contracts or leases nearing expiration, except for the following:

1. Three month hosting contracts with HostAmerica, Inc., and Legal Technology Solutions, Inc. that automatically renew.
 2. 6 Month Advertising Agreements with FindLaw, Inc., that automatically renew and which presently run at the rate of \$790.00 a month. Other Advertising Agreements run at the rate of an additional \$200.00 a month.
 3. Merchant Agreement with Paymentech, Inc., a subsidiary of Bank One.
 4. Commerce Processing Agreement with IBILL, Inc.
-

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[Corporate Profile](#) | [Clients](#)

| [Partners](#)

| [News and Events](#)

| [Careers](#)

Domains Owned and Under Development:

Operating Web Sites: Total: 6

<http://www.divorcelawinfo.com>

<http://www.digital-lawyer.com>

<http://www.pro-selaw.org>

<http://www.marylandlawonline.com>

<http://www.pennsylvanialawonline.com>

<http://www.mylawyer.com> [development]

Primary Domains Names: (11)

<http://www.mylawyer.com>

<http://www.divorcelawinfo.com>

<http://www.mylegalassistant.com>

<http://www.mylawyer2.com>

<http://www.mylegaldocs.com>

<http://www.mylegaldocuments.com>

<http://www.mylegaladvice.com>

<http://www.mylegaladvice.net>

<http://www.mylegaladvice.org>

[americanlawonline.com](http://www.americanlawonline.com)

[americallawonline.com](http://www.americallawonline.com)

State Domain Names: (17)

[californialawonline.com](http://www.californialawonline.com)

[floridalawinfo.com](http://www.floridalawinfo.com)

[georgialawonline.com](http://www.georgialawonline.com)

illinoislawonline.com

massachusettslawonline.com

<http://www.marylandlawonline.com>

michiganlawonline.com

newjerseylawonline.com

newyorklawonline.com

northcarolinawonline.com

ohiolawonline.com

<http://www.pennsylvanialawonline.com>

rhodeislandlawonlne.com

texaslawonline.com

valawonlne.com

virginialawonline.com

washingtonlawonline.com

Specialties: (16)

divorcelawinfo.com

divorceselfhelp.com

elderlawinfo.com

employeelawinfo.com

teenlaw.com

willforms.com

the-law-store.com

legaltechnologyonline.com

mediate-net.com

<http://www.namechangelaw.com>

<http://www.pro-selaw.org>

<http://www.selfhelp.law.com>

guardianshipinfo.com

lemonlawinfo.com

livingtrustlawinfo.com

probatelawinfo.com

professional-net.com

Total Law-Related Domain Names: 46

Markets and Advertising Concepts

[# of Sales by Month](#)

of Sales Processed per Month
First Six Months of 1999.

[One and Five-Year Forecast](#)

[Click for Monthly Unit Sales Table](#)

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[Marketing and Advertising Methods](#)

One and Five Year Forecast

[Affiliate Program](#)

One Year:
[State Analysis](#)
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[Projected One Year Profit and Loss Statement](#)
[Staffing Projection for Initial Phase](#)

[Links from Other Sites](#)

[Statistics Analysis](#)

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[Real Names](#)

[Mirror Domains](#)

Marketing Methods and Advertising Concepts

Target: The Company markets its products and services exclusively on the Internet and targets its products and services to individuals who have access to the Internet.

Marketing methods include banner ads, the development of affiliate programs whereby other sites send visitors to the company's web sites, participation in linkage exchange programs or relationships with other sites, and careful and consistent monitoring of search engine positioning and placement of the company's web site strategically within search engine rankings.

We use a tool called Search Engine Position to monitor our ranking in the search engine.

All of the following methods need to be developed more fully. A shortage of staff and resources has prevented the full development of a more aggressive marketing program.

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Affiliate Program:

We have installed an [Affiliate Program in the Divorce Law Information Center website](#). This is a new development, so it is too early to evaluate the results of this program. We presently have ten affiliates relationship with other web sites that send visitors to

our site. If any visitor purchases a service or product, the affiliate site owner receives a 20% commission. The commission is paid monthly. No commission has been paid thus far, but we are very early in this program.

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Links From Other Sites:

Links from other sites are a very effective method of generating traffic to our sites. See example from The Mining Company at:
<http://law.miningco.com/msub12.htm>

Here is an example of a banner ad on Findlaw:
<http://www.findlaw.com/01topics/15family/statefam.html>

This is a new banner ad, so it is too early to evaluate the results from this Ad.

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Statistics Analysis:

We monitor statistics daily. For example go to:
<http://www.divorcelawinfo.com/stats/9906a.html>

for July statistics for the Divorce Law Information Center website. Once you are on that page, go to referrer report which shows which search engines are sending visitors to the site.

In March we installed a java statistics tracker from <http://www.hitbox.com> which provides additional tracking statistics including number of unique visitors. We are still experimenting with this tracker and it will be upgraded to hitbox's new java applet sometime this month or early next month. Hitbox is a product of websidestory which also functions as a specialized portal and gives us another estimate of traffic flow to the Divorce Law Information Center web site.

If you click to:

<http://www.hitbox.com/wc/LawFrame.html>

you will see that the Divorce Site ranks 21 in traffic when compared with 274 other law-related sites. More importantly we are averaging 150 unique visitors a day. Our average sales have been about 5 sales a day, so this tells me that we are getting a purchase conversion rate of .033 per cent. Anything over .02 is considered very good, but I am not satisfied with .033. Our purchase rate is lower than it should be because we have Divorce Kit products for only 13 states. Our purchase rate will become much higher as we increase the amount

of product on the site.

This site is now generating sufficient traffic that an advertising program could be put in place to sell advertising from this site, increasing its value. We are now searching for an individual to handle advertising sales on a part-time basis.

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Real Names:

We also use Real Names to generate traffic from the some of the Search Engines. We own the following real names:

Divorce Law
Divorce Forms

An referrer analysis shows that this is working in terms of generating traffic to the Divorce Site.

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Alternative Web Site Domains:

An alternative website domain that we own called:
<http://www.divorceselfhelp.com> also sends traffic to our divorce site. This is an alternative method of reaching the
<http://www.divorcelawinfo.com> web site.

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State Projections

State	Population-07/01/98	#of Households	#Internet @Home	.01%-Members	49.95-2000
Georgia	7,642,207	3,821,104	1,528,441	15,284	\$763,456
Florida	14,910,980	7,455,490	2,982,196	29,822	\$1,489,607
Maryland	5,134,808	2,567,404	1,026,962	10,270	\$512,967
New Jersey	8,115,011	4,057,506	1,623,002	16,230	\$810,690
New Mexico	1,736,931	868,466	347,386	3,474	\$173,519
Pennsylvania	12,001,451	6,000,726	2,400,290	24,003	\$1,198,945
Virginia	6,791,345	3,395,673	1,358,269	13,583	\$678,455
	56,332,733	28,166,367	11,266,547	112,665	\$5,627,640

Business Operations

Basic State Document Collection

Basic State Document Collection

This is a list of development document templates that include input questionnaires, instructions, and form documents.

Step-by-Step Sales Process

Step-by-Step Sales Process

Purchase Cycle:

Customer pays for product or service in one of three ways:

a) with a credit card that is processed by IBILL, which transfers funds to the Company's merchant account which is maintained by Paymentech. Paymentech transfers funds to Company's bank account every 24-48 hours. Customer downloads product directly from server.

b) Customer can charge products, but not services, to their home telephone through a facility maintained by ECHARGE. Customer downloads product directly from server.

c) Customer can pay for a product or service by on-line check through a secure server maintained by Checkman. Company sends product to customer as an attachment to an email.

Customer receives customized email message upon purchase.

Customer interaction is continuous in that customers can get direct access to staff through EMAIL and a 1-888-2-LEGAL-9 direct telephone support phone number. Customer's can request specific assistance about using our products by email during the period when they are preparing and filing their own documents.

Thus the products are not mere digital books, but constitute an interactive, web-based personal legal information service.

We respond to all emails within an 8 hour period - maximum. Almost all emails are responded to within a 4 hour window.

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Customer Contacts: All customer questions and customer complaints are handled by email within 8 hours after receipt. We offer a 100% refund guarantee if a customer is dissatisfied in any way. Customer refunds are processed through IBILL and the customer's account is credited or a refund check is sent by snail mail.

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Nature of Sales:

All company business results from the sale of services and products from the Company's web sites.

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Equipment Owned by the Company:

Pentium 235 Computer.
Pentium 235 Computer running Windows NT™
Pentium 165 Computer
Scanner
HP Laser Jet Series Printer
Canon Ink Jet Printer
ISND Modem
Cable Modem
Network Cards
Network Hub
Supporting Software Collection

Future Equipment Requirements:

[Not complete].

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Basic State Document Collection (partial list) 08/01/99	Price
Family Law Documents	
No-fault divorce	29.95
Marital Separation Agreements	24.95
Child Support and Child Support Modification	19.95
Child Custody and Child Custody Modification	19.95
Visitation	19.95

Name Change Kit	19.95
Pre-Nuptial Agreement	unpriced
Step-Parent Adoption	29.95
Guardianship (adult)	19.95
Guardianship (Minor)	19.95
Elder Law/Asset Protection Family	
Simple Will	Free with Subscription
Will Preparation Service	\$29.95 (package of four documents).
Living Will	Free with Subscription
Health Care Power of Attorney	Free with Subscription
General Power of Attorney	Free with Subscription
Limited Power of Attorney	Free with Subscription
Revocation of Power of Attorney	Free with Subscription
Probate Documentation	unpriced
Declaration of revocable trust	unpriced
Declaration of life insurance trust	unpriced
Declaration of irrevocable trust	unpriced
Revocation of Trust	
Real estate	
Lease (residential)	\$10.00 or free with subscription
Lease (Commercial)	\$10.00 or free with subscription
Mortgage	\$10.00 or free with subscription
Deed (Warranty)	\$10.00 or free with subscription
Release of Lease	\$10.00 or free with subscription
Sale of Residence	\$10.00 or free with subscription
Sub Lease Agreement	\$10.00 or free with subscription
Agreement for Lease Extension	\$10.00 or free with subscription
Notice of Overdue Rent	\$10.00 or free with subscription
Option Agreement for sale of real property	\$10.00 or free with subscription
Property management Agreement	\$10.00 or free with subscription
Rent Receipt	Free
Rent Application	Free

Alternative Dispute Settlement	
Small Claims Court Kit	\$19.95
On-Line Mediation	unpriced
On-Line Claims Evaluation	\$75.00 per party
Arbitration Agreement	free
Credit and Bankruptcy	
Chapter 7 Bankruptcy Forms and Instructions	\$49.95
Challenges to a credit report	Free with subscription
Promissory Note	Free with subscription
Request for credit report	Free with subscription
Notice Letters to Creditors	Free with subscription
Note Assignment	Free with subscription

Commercial Documents	
Contract for Child Care	Free with subscription
Contract for Home Repair	Free with subscription
Equipment Lease	Free with subscription
Escrow Agreement	Free with subscription
General Bill of Sale	Free with subscription
General Release	Free with subscription
General Security Agreement	Free with subscription
Indemnification Agreement	Free with subscription
Non-Disclosure Agreement	Free with subscription
Sale of Motor Vehicle	Free with subscription
Employment Agreement	Free with subscription
Independent Contractor Agreement	Free with subscription
Small Business- Corporations	
Business Start-Up Kit- Incorporation Kit including By-Laws	\$29.95
Trademark Application	\$65.00
TradeName Application	Free with subscription
Appointment of Resident Agent	Free with subscription
Application for Reservation of corporate name	Included in Kit or free with subscription
Assignment of Stock Certificate	Included in Kit or free with subscription
BD of Directors Minutes	Included in Kit or free with subscription
Shareholder's Agreement	Included in Kit or free with subscription
Shareholder's consent to initial election of Bd.	Included in Kit or free with subscription
Stock Purchase agreement	Included in Kit or free with subscription
Subscription Agreement	Included in Kit or free with subscription
Miscellaneous Documents	Included in Kit or free with subscription
Waiver of Notice (annual, first meeting)	Included in Kit or free with subscription
Federal and State Start-Up Rules	Free/ front of web site.
Small Business Start-Up and Legal Information	Free/ front of web site.

[illegible]

Human Resources and Key Employment Relationships.

Introduction:

Organization Design: The corporation is a virtual organization in the sense that we seek competent employees and advisors where ever they are located -- not necessarily in Baltimore. We are able to recruit from law schools all over the country for competent research assistants which enables us to scale up rapidly for a larger workload.

By using such internet -based tools as Frontpage which supports group web-authoring; ThirdVoice, internet-based project management software, ICG for on-Line Chat, we are able to support collaborative work among individuals who are located in different places.

At this point we are an embryonic organization of part-time employees. However, the organization is designed from the ground up as a web legal publishing and web-based legal information services company. Eventually we will add web advertising and metrics personnel; web surfer and web position personnel, and expanded legal editorial support, and and expanded customer service staff. It is anticipated that all of these individuals will be dispersed, many of whom will be working out of their home.

Resumes of some Key personnel (all of these individuals work part-time as independent contractors).:

Elden Carnahan, Manager, Divorce Law Information Center Web Site.

Lowell Wilson, Esq. Editor, Intellectual Property Counsel, Researcher.

Michael Frishberg, Research Assistant, law student.

Peter Holland, Esq. Researcher

Jennifer Carter, Research Assistant, law student.

Alysa Zeltzer, Web Surfer, law student.

Additional Information:

1. The has been no remuneration paid to a Shareholder or Director since the Organization of the Company, but see item #3 below.
2. The company currently pays no salary or wages to any employee. All existing staff are independent contractors covered by an independent contractor agreements with non-competition and non-disclosure clauses.
3. The only outstanding employment agreement is a 5 year employment agreement with Richard Granat, as President and Chief Executive Officer, which is dated January 1, 1999,

Financial Considerations

1. Financial Statements. Financial statements are being prepared through December 31, 1999. The initial tax return for the Corporation for 1998 was filed by August 15, 1999, and will show a profit of approximately \$500.00. The Corporation is in still in a start-up stage, but is generating approximately \$5,000 a month in sales revenue.

2. The company has no unused tax loss carry forward.

3. There are no outstanding receivables.

4. There are no outstanding accounts payable in excess of 45 days.

5. Outstanding Liabilities:

1. The company's only outstanding liability to an outsider is a promissory note to a previous shareholder that was created when the Corporation purchased his stock in a stock redemption transaction. The balance of the Note as of February 1, 2000 is \$22,912.00. The Note requires a Monthly Payment of \$1,444.00 to be paid over the next 15 months. The Note can be pre-paid with penalty at any time. The Note is unsecured.

2. The Company has no other borrowings, short or long-term.

Risk Management

1. **Insurance Policies:** Internet Insurance Policy Applied For.
2. **Web Contents:** Apart from links to other sites, there is no other work on the Company's web site that was not generated by a company employee.
3. **Sales Taxes:** The Company is incorporated in Wyoming and takes the position that Wyoming is the Company's principal place of business.. The Company is required to pay sales taxes on sales to Wyoming residents only. The Company meets all Wyoming Tax Requirements.

Legal Matters

- 1. Licenses and Agreements.** The company has no licenses or agreements with third parties.
- 2. Ownership Of Copyrights and Trademarks.** See Copyright File.
- 3. List of Trade Secrets.** All of the Company's trade secrets appear in this Web site.
- 4. Legal Challenges.** There have been no third party challenges to the company's transactions in business of providing legal services via the Internet, at any point in its history.
- 5. Pending or Potential Litigation.** There is no potential or pending litigation.

Agreements

1. Distribution Agreement Between ARAGGROUP, LLC and American Law On-Line, Inc., for Wills Project.

2. Linking and Web Site Affiliation Agreement Between ARAGGROUP, LLC and American Law ON-Line, Inc.

3. Development Agreement Between The Technology Group, Inc., and American Law On-Line, Inc.

4. Sample Will Agreements [click here] to be attached to item (2) and item (4).

These sample agreements are for an estate with more than \$1,000,000 in assets and include a marital deduction trust and a credit shelter trust. I will generate a simpler set of documents to include as an Appendix to both agreements. My opinion is that that system should be use to generate documents for individuals whose estates are under 625,000. For individuals whose estates are over \$625,000, a questionnaire could be used to collect data from the web site, but the development and creation of these documents should be an attorney generated product with more interaction between the client and the attorney.

In more complex cases, the document can be generated off-line by the attorney and sent to the client as an attachment to an email. More complex documents should be separately priced and should sell for a higher rate.

Appendix C Linking and Affiliate Web Site Agreement

This Agreement contains the terms and conditions that apply to ARAG, LCC's participation in the americanlawonline.com Affiliates Program (the "Program"). As used in this Agreement, "we", "the destination site," or "our" means American Law On-Line, Inc., and "you" or "host site" means ARAG, LLC. "Destination Site" means one or more World Wide Web sites operated by American Law On-Line, Inc.

1. Links on Your Site

ARAG may provide one or more of the following types of links to our site:

- General Link to the Home Pages of Our web Sites: You may provide a general link on your site to the home pages of any of our web sites. We will provide you with guidelines and graphical artwork to use in linking to our home page.
- Product Links: You may select one or more Products to list on your site. A "Product" is any Document Kit or Document Preparation Service. For each selected Product, you will display on your site a short description, review, or other reference. You will be responsible for the content, style, and placement of these references. You will provide a Special Link (as defined below) from each Product reference on your site to the corresponding online catalog entry or section of the our web site where this product is described or listed. You may add or delete Products (and related links) from your site at any time without our approval. Products that are individually listed and linked as described above are referred to as "Individually Linked Document Kits or Document Assembly Services." We will send you the code to link to these individual products.
- To permit accurate tracking, reporting, and commission fee accrual, we will provide you with special "tagged" link formats to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes such special link formats. Links to our site placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will only earn commission fees with respect to activity on our site occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts which would otherwise be paid to you pursuant to this Agreement.

2. Framing and Deep Linking. ARAG may use "framing" or similar boundary control techniques to display the contents of the Destination Site to visitors that click on the Link. Frames will be distinctly noticeable to users and will not imply ownership, sponsorship or endorsement of the Destination Site. Commercial advertisements may not be displayed by ARAG in the frame border. Deep linking

to content appearing in files below the Destination Site's URL referenced in Section 1 ("The Link") is permitted.

3. **Link Placement.** During the Term, each party's Link will be the only link placed on a specific, mutually acceptable page by the Host Site. The Host Site will also consider in good faith all reasonable requests of the Destination Site concerning placement and appearance of the Link. Except as stated, the Host Site reserves the right in its sole discretion to make the final determination concerning placement of links at its site.

4. **Privacy of User Data.** Neither party will collect, use or disclose any personal information of site visitors, except: (a) as functionally necessary to process visitor instructions and transactions; (b) for efficient internal operation, subject to adequate data security; (c) for appropriate sharing between the two Sites for their own internal marketing purposes if the visitor consents after being given notice of intended uses of the information; (d) to enforce this Agreement or comply with legal process, and (e) in emergencies when physical safety is believed at risk. Except as stated, personal information may not be disclosed to third parties. "Personal information" includes personal identity, billing information and navigation of site visitors.

5. **Order Processing**

We will process Product orders placed by customers who follow Special Links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products using Special Links from your site to our site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

6. **Commissions**

We will pay you (in accordance with Sections 5 and 6 below) commission fees on certain Product sales to third parties. For a Product sale to be eligible to earn a commission fee, the customer must follow a Special Link from your site to our site, select and purchase the Product using our automated ordering system, and remit full payment to us. We will pay you commission fees for any purchase that is made within 48 hours of the third party user arriving on one of our websites.

7. **Commission Fee Schedule**

You will earn commission fees based on Qualifying Revenues according to commission fee schedules to be established by us. "Qualifying Revenues" are revenues derived by us from our sales of Qualifying Products, excluding costs for shipping, handling, taxes, service charges, credit card processing fees, and bad debt. The current commission fee schedule for ARAG, LLC is:

- **50% of Qualifying Revenues from the sale of any Product that is listed on our web sites.**

8. **Commission Fee Payment**

We will pay you commission fees every month. Approximately 5 days following

the end of each month, we will send you a check for the commission fees earned on our sales of Qualifying Products that were shipped during that prior month, less any taxes that we are required by law to withhold. If a Product that generated a commission fee is returned by the customer, we will deduct the corresponding commission fee from your next monthly payment. If there is no subsequent payment, we will send you a bill for the commission fee.

9. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of our web sites. Accordingly, all americanlawonline.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you already have listed on your site, you may not include price information in your Product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

10. Limited License

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 8 and such other images for which we grant express permission, solely for the purpose of identifying your site as a Affiliate Program participant and to assist in generating Product sales. You may not modify the graphic image or text, or any other of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

11. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment
- creating and posting Product descriptions on your site and linking those descriptions to our catalog
- the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials)
- ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on your site are not libelous or otherwise illegal
- We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

12. Term of the Agreement

The term of this Agreement will begin upon execution of this Agreement and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and

all trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with this Agreement. You are only eligible to earn commission fees on our sales of Qualifying Products occurring during the term, and commission fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

14. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commission fees paid or payable to you under this Agreement.

15. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

16. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER COMMISSIONS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

17. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Maryland, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Baltimore, Maryland, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

American Law On-Line, Inc.

The ARAG, Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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Digital Legal Services

Each of our planned web sites will offer an array of digitally-based services or "legal knowledge products.". A great deal of legal information will be provided for free. Other services will require a small transaction fee, or the service will be included as part of an annual subscription fee.

Each planned web site will have community-building aspects, infomediary functions such as objective legal referral or auction functions.

Mass customization services: Users will be able to maintain their data profile in a secure file, together with originals of their legal documents. Using expert system technology, such as developed by INANA Corporation, a user will complete a diagnostic interview schedule which will provide data for recommending specific preventive legal actions over time or specific legal documents. Using document assembly technology, a user will be to select a legal document from a menu and immediately merge their personal data into the document template.

Additional queries will customize the document to the individual's particular need.

The goal is to create a customized legal web space experience for the user.

The range of law-related digitally-based services or "legal knowledge products" could include:

[click on links for examples].

[Specific Legal Information](#)

[On-Line Self-Help Book Store](#)

[Legal Document Assembly Services](#)

[Diagnostic Checklists](#)

[Legal Document Storage Facilities](#)

[Legal Information Research Services](#)

[Pro Se Docket and Date Tickler Support](#)

[Useful Calculators, such as Child Support Calculators.](#)

[Discussion Forums](#)

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CLIENTS OF digital-lawyer.com

As of January 5, 2000, The Center for Law Practice Technology, Inc., became a wholly-owned subsidiary of Mylawyer.com, Inc. This organization is the training and consulting division of MyLawyer.com, Inc., and publishes the The Law Practice Technology Web Site.

This web site, also known as Legal Technology Online, whose web addresses are: <http://www.legaltechnologyonline.com>, or <http://www.digital-lawyer.com>

The Center provides training and strategic planning consulting to law firms and had undertaken certain web site development projects for private and public clients.

Clients include:

The National Center on Poverty Law
Pro Se Information Clearinghouse of the JudgeLink Project at
Chicago-Kent School of Law.

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For information: info@digital-lawyer.com

Competitive Analysis

Company	Focus	Referral	Legal Information	Telephone Advice	Pre-Paid Legal Insurance Plans	Safe Deposit Box	Gateway to eSelf-Help Kits and eforms	Le R Se
<u>Nolo.com</u> Your Self Help Law Center	Self-Help		X				X	
<u>Law.com</u> (American Law Media, Inc.) Your Portal to the Law	Portal	X	X					
<u>Lawoffice.com</u> (West) Enter the World of Legal Solutions	Legal Referral	X	X					
<u>lawyers.com</u> (Martindale-Hubell) Your connection to legal information & resources.	Legal Referral	X	X					
<u>Findlaw.com</u> no tag line	Portal	x	x					
<u>Mylawyer.com</u> Your personal lawyer on the web. Unique Differentiators are in Red	Your Web-Based Lawyer	X	X	XXX	XXX	XXX	XX	X

Lexis. com - research center.- directed to lawyers primarily.

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Board of Directors and Others

Board of Directors:

MyLawyer.com, Inc., is governed by a Board of Directors. The Board consists of four individuals:

Richard S. Granat, Chairman of the Board and CEO.

Ivan Inerfeld, formerly National Media Partner for Coopers & Lybrand; founding partner of Internet Capital Group and VerticalNet, and presently, American representative for the Irish Internet Development Fund.

Arthur Brill, Of Counsel, Roberts & Holland, New York, New York. Counsel.

Peter Granat, Presently, Vice President, Business Development, MediaMap, Inc. MediaMap is the leading PR software and information provider for Corporate Communications departments. Mr. Granat has been at MediaMap since 1992 and is responsible for strategic direction, partnerships and new internet based information services. Mr. Granat also has extensive experience in developing and managing partnerships with leading news and content companies including, Dow Jones Interactive, PR Newswire Europe, and BusinessWire.

Nancy Granat, Secretary of the Corporation, Manager, Sylvan Learning Centers, Baltimore Region, Wife of Richard Granat.

Advisors

In addition to the Board of Directors, a Group of Advisors has been organized to advise on how the Internet will impact on the practice of law. This Advisory Group functions as a "brain trust" to the company.

This Board of Advisors includes, among others:

Edgar S. Cahn, the first Dean of the Antioch School of

Law, and the founder of the National Legal Services Program, presently, President of the Time Dollar Institute.

Dan Evans, nationally known expert and author on automating an states practice and Editor of Elder Law content for American law On-Line, Inc.

Professor Ethan Katsh is the co-director of the Online Ombuds Office, one of the first dispute resolution projects aimed at using the network to reduce conflict. He was co-founder of the University of Massachusetts Mediation Project and author of The Electronic Media and the Transformation of Law.

Marc Lauritsen, President, Capstone Practice Systems, Inc., is a lawyer and educator with extensive experience in practice, teaching, management, and research. He has built dozens of CAPS and Hot Docs applications for law firms, legal departments, publishers, and government agencies. Marc led practice system research projects at Harvard Law School and chair of the ABA's Document Assembly Interest Group for many years. See Lauritsen article on document assembly technologies and resources for more information.

Strategic Partners:

Steven Stern, President, Legal Technology Solutions, Inc., provides backend hosting and programming services on a contract basis to the company. Mr. Stern is a lawyer with a background in computer programming, and a graduate of University of Maryland School of Law. See web site for more details.

Atrieva Corporation - virtual safe deposit box facility.

Employees:

Elden Carnahan, Senior Legal Editor, recent second career graduate of University of Maryland School of Law; webmaster for Operating Divisions of Ft. Meade, Maryland, Army Base. Proficient programmer; manager of the Divorce Law Information Center website.

Michael Frishberg, Research Assistant, Law Student.

[As of August 1, 1999]. See Human Resources Table in Corporate Profile.

SCHEDULE 7.1.28

Center for Law Practice Technology

Attached; Amounts are part of consolidated tax audit for 12/31/98 and 12/31/99

Center for Law Practice Technology, Inc
Income Statement for the Year Ending 12/31/1999
(Unaudited from Management Accounts)

Revenues **\$53,420.51**

Expenses:

Subcontracts	\$20,530.29
Research _Camahan	\$2,328.24
Office Supplies	\$2,022.82
Outside Services	\$10,440.00
Insurance	\$385.27
Other Supplies	\$605.00
Travel	\$4,299.01
Office Repairs	\$2,127.90
Subscriptions & Pubs	\$440.00
Hosting	\$1,057.26
Bank Charges	\$77.25
Telephone	\$548.05
Interest	\$4.15
	<hr/>
	\$44,865.24

Pre-Tax Net Income **\$8,555.27**

Statements of Assets and Liabilities
Center for Law Practice Technology, Inc.
Year Ending 12/31/1999

Assets

Cash	
Loan to MyLawyer.com, Inc.	\$379.20
Total	<hr/>
	\$9,379.59
	<hr/>
	\$9,758.79

Liabilites & Equity

Capital Stock	\$1,203.52
Retained Earnings Account	\$8,555.27
[Before Taxes]	<hr/>
	\$9,758.79

SCHEDULE 7.1.29

See Schedule 4.2

SCHEDULE 7.1.30

List of Intellectual Property

1. Trademark application pending for Mylawyer.com
2. Copyright application filed for contents of:
 - a. <http://www.divorcelawinfo.com>
 - b. <http://www.digital-lawyer.com>.
3. All proprietary rights to content of websites, content of legal forms and ownership of domain names.

SCHEDULE 7.1.31

Intercompany Transactions

1. As of 4/4/2000, Mylawyer.com, Inc., owes The Center for Law Practice Technology, Inc., as an inter company loan the sum of \$4,767.00 which would be eliminated upon consolidation.

SCHEDULE 12.1.10

Information on Epoch Group

1. The business was started by Grahame Cohen as a sole trader and was eventually transferred to Epoch Software LTD and incorporated on September 11, 1994. The business of the corporation was the production of interactive multimedia titles. Sales were made by Grahame Cohen through third party distributors and Epoch received payment directly for these products. The business was operated by Grahame Cohen, who is the Co-CEO and Director of Epoch Software Holdings, PLC., the present holding company. Richard Cohen the present CO-CEO and Director of the Epoch Software Holdings, plc, worked on the DesktopLawyer project since 1996 without compensation until February 1999 when he became a paid employee of Epoch Software Holdings Plc.
2. Grahame Cohen was responsible for developing the specifications for the company's products, directed all company operations, and was responsible for all company sales and marketing.
3. Epoch Software Group LTD, was the original holding company, but became the intermediate holding company in June, 1999 when Epoch Software Holdings Plc was formed for the purposes of the June, 1999 private placing through Durlacher.
4. Epoch Software, LTD continued to trade as a subsidiary of Epoch Software Group, Ltd., which in turn is a wholly-owned subsidiary of Epoch Software Holdings, PLC., during 1999 principally to collect its debts, and its business was carried forward by other subsidiaries within the Epoch Software Group, Ltd. (which was incorporated on December 23, 1998)
5. The original key employees of Epoch Software Ltd, the original company, now work as executives for the present holding company (or other subsidiaries of the group) which is known as Epoch Software Holdings, Plc. (incorporated on November 30, 1998). These employees include: Grahame Cohen, who is the existing co-CEO; Gabriel Friedman, Director of Operations, and Nicola Casali, web designer. Any independent contractors who worked on the project when the operating company was Epoch Software Ltd., assigned ownership of all their intellectual rights to Epoch Software Group, LTD.