

UNANIMOUS SHAREHOLDER AGREEMENT

FOR

LIBRARYCO INC.

June 1, 2007

UNANIMOUS SHAREHOLDER AGREEMENT

THIS AGREEMENT made as of the 1st day of June 2007.

BETWEEN:

THE LAW SOCIETY OF UPPER CANADA, a non-share corporation governed by the laws of the Province of Ontario, ("LSUC")

- and -

COUNTY & DISTRICT LAW PRESIDENTS' ASSOCIATION, a non-share capital corporation governed by the laws of the Province of Ontario, ("CDLPA")

- and -

TORONTO LAWYERS ASSOCIATION, a non-share capital corporation governed by the laws of the Province of Ontario, ("TLA")

- and -

LIBRARYCO INC., a share capital corporation governed by the laws of the Province of Ontario, (the "Corporation").

WHEREAS the Corporation has been incorporated and organized to undertake the central management of the Ontario county courthouse law library system in accordance with the objectives, policies and principles established and approved by LSUC from time to time, in consultation with CDLPA and TLA;

AND WHEREAS the authorized capital of the Corporation consists of an unlimited number of common shares and an unlimited number of special shares;

AND WHEREAS the issue and outstanding shares in the capital of the Corporation consist of 100 common shares and 100 special shares;

AND WHEREAS the parties to this agreement are the holders of the following number of issued and outstanding shares in the capital of the Corporation:

<u>Holder</u>	<u>Number and Class of Shares</u>
LSUC	100 common

CDLPA

75 special

TLA

25 special

AND WHEREAS the parties to this agreement wish to make arrangements regarding certain aspects of the organization of the affairs of the Corporation and their respective rights and obligations to the Corporation and each other;

NOW THEREFORE this agreement witnesseth that, in consideration of the mutual covenants and agreements contained in it, the parties agree with each other as follows:

ARTICLE I PRELIMINARY MATTERS

1.1 Recitals.

Each party acknowledges and declares that the foregoing recitals, insofar as they relate to it, are true and correct.

1.2 Prior Agreements.

Any other agreements regarding the matters contained in this agreement, whether written or oral, are terminated.

1.3 Corporation's Confirmation of Knowledge.

The Corporation confirms its knowledge of this agreement and agrees to be subject to and abide by the provisions hereof, to the full extent of its capacity and ability at law to do so.

1.4 Unanimous Shareholder Agreement and Inconsistencies.

The provisions of this agreement shall govern the operation and affairs of the Corporation to the maximum extent permitted by law, notwithstanding any conflicting provision in the articles or by-laws of the Corporation. In the event of a conflict between this agreement and any provision in the articles or by-laws of the Corporation, the parties hereto shall take or cause to be taken all such steps and proceedings as may be permitted under the Act to amend the articles or by-laws of the Corporation, as the case may be, to resolve such conflict so that the provisions of this agreement shall prevail to the maximum extent permitted by law. To the extent that this agreement specifies that any matter is to be approved by any of the shareholders of the Corporation, such shareholders shall have all of the rights, powers, duties and liabilities of the directors of the Corporation, and the discretion and power of the directors of the Corporation to manage and supervise the management of the Corporation is hereby restricted and the directors of the Corporation are hereby relieved of their duties and liabilities in respect thereof.

1.5 Endorsement and Share Certificates.

The share certificates representing shares in the capital of the Corporation shall bear the following legend:

“The shares represented by this certificate are subject to all the terms and conditions of a unanimous shareholder agreement made as of the 1st day of June 2007, and are transferable only in accordance with the provisions of such agreement.”

ARTICLE II DEFINITIONS AND INTERPRETATION

2.1 Definitions.

As used in this agreement, the following terms shall have the following meanings:

- (a) “**Act**” means the *Business Corporations Act* (Ontario), as the same may be amended, restated or replaced from time to time;
- (b) “**Board**” means the board of directors of the Corporation;
- (c) “**Business day**” means a day on which banks are open for business in the City of Toronto, but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (d) “**County Law Library**” means each county and district law library established by a county or district law association in pursuance of LSUC By-law # 30 and Regulation 708, R.R.O. 1990.;
- (e) “**Extraordinary Resolution**” shall mean a resolution of the Board of Directors requiring no fewer than five (5) directors of the directors present at any duly called and constituted meeting of directors.
- (f) “**Fiscal Year**” means the fiscal year of the Corporation, which shall end on December 31st in each year;
- (g) “**Head Office**” means the offices of the Law Society of Upper Canada, 130 Queen Street West, Toronto, Ontario, M5H 2N6;

(h) **“Material Decision”** means any decision involving:

- (i) the sale or disposition, directly or indirectly, of any material assets or property by the Corporation during any Fiscal Year, unless such sale or disposition has been expressly provided for in the Budget for that Fiscal Year;
- (ii) the Corporation making or committing to make during the Fiscal Year any material capital expenditure from its assets, unless such expenditure has been expressly provided for in the Budget for that Fiscal Year;
- (iii) the Corporation establishing, acquiring or otherwise becoming involved in any corporate entity or any partnership, joint venture or similar arrangement;
- (iv) the allotment or issuance, directly or indirectly, of any shares (or other securities) in the capital of the Corporation;
- (v) the Corporation taking any steps to wind-up, dissolve, reorganize or terminate its existence or taking any steps under any bankruptcy, insolvency, corporation or other applicable law in any jurisdiction in respect of its bankruptcy, liquidation, winding-up or dissolution or suspension of its general operations;
- (vi) the Corporation entering into any material contract, agreement, commitment or gift out of the ordinary course during any Fiscal Year, unless such contract, agreement or commitment has been expressly provided for in the Budget for that Fiscal Year;
- (vii) the Corporation borrowing any money or incurring any material other than in the ordinary course, unless such borrowing or incurrence has been expressly provided for in the Budget for that Fiscal Year;
- (viii) the creation of any mortgage, lien, charge or other form of encumbrance with respect to any of the assets of the Corporation or the granting of any guarantee by the Corporation; and,
- (ix) the Corporation altering the nature of its undertaking;

- (i) **“Person”** means an individual, partnership, unincorporated association, organization, syndicate, corporation, trustee, executor, administrator or other legal or personal representative;
- (j) **“this agreement”** means this agreement and all amendments and supplements hereto and all restatements and replacements hereof.

2.2 **Construction.**

In this agreement, except as otherwise expressly provided:

- (a) all words and personal pronouns relating to those words shall be read and construed as the number and gender of the party or parties require, and the verb shall be read and construed as agreeing with the required word and pronoun;
- (b) the division of this agreement into Articles and sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any its provisions;
- (c) references in this agreement to Articles and sections are references to Articles and sections of this agreement; and
- (d) when calculating the period of time within which or following which any act is to be done or step is to be taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

ARTICLE III BOARD OF DIRECTORS AND MANAGEMENT OF THE CORPORATION

3.1 **Composition of the Board of Directors.**

The board of directors of the Corporation shall consist of a maximum of eight (8) directors appointed by the Shareholders as follows:

- (a) LSUC may appoint up to four (4) directors;
- (b) CDLPA may appoint up to three (3) directors; and
- (c) TLA may appoint one (1) director.

3.2 **Election or Appointment of Directors.**

The shareholders and directors of the Corporation shall take all actions that may be required to ensure the election, appointment or replacement of the nominees contemplated by this Article. Notice of appointments to the board shall be given to the President of CDLPA, the President of TLA and the Treasurer of LSUC prior to such appointment being made. Although there is no legal requirement to do so, the parties shall in good faith attempt to coordinate the nomination of directors in order to reflect geography, expertise and experience.

3.3 **Board of Directors.**

Immediately upon execution of this Agreement, the board of directors of the Corporation shall be constituted as follows:

<u>Director</u>	<u>Nominator</u>	<u>Expiry of Term</u>
Abraham Feinstein, Q.C.	LSUC	May 31, 2008
Paul J. Henderson	LSUC	May 31, 2009
Ross W. Murray, Q.C.	LSUC	May 31, 2009
Gerald A. Swaye, Q.C.	LSUC	May 31, 2008
Michael Johnston	CDLPA	May 31, 2008
Lise S. Parent	CDLPA	May 31, 2009
David S. Thompson	CDLPA	May 31, 2009
T. Bruce Hutchison	TLA	May 31, 2009

3.4 **Term of Directors.**

The directors named in Section 3.3 shall hold office for a term expiring on the date set forth opposite such director's name in the chart set out in section 3.3. Each subsequently elected or appointed director shall hold office for a term expiring at the end of the first complete fiscal year of the Corporation following their appointment. Nothing in this Agreement shall prevent or inhibit an outgoing director from being re-appointed for a subsequent term by the Shareholder that she or he represents.

3.5 **Replacement of Directors.**

Each of LSUC, CDLPA and TLA shall be entitled to replace its nominee, prior to the expiration of his or her term, upon delivery of a written notice to that effect to the board of directors of the Corporation and LSUC subject to the consultative requirements of section 3.2.

Upon resignation of any director or the expiration of his or her term in office, the relevant appointing Shareholder may, subject to the provisions of Section 3.2 hereof:

- (a) Replace the resigning director with a new director of their choosing; or
- (b) In the case of a director whose term has expired, re-appoint that director to a new term or replace them with a new director of their choosing.

3.6 Audit and Other Committees of the Board.

The board of directors of the Corporation shall appoint from their numbers an audit committee and delegate to such committee such powers of the directors as it deems advisable from time to time.

Subject to section 3.8, the board of directors may appoint from their number such other committees of the board as it deems necessary or advisable from time to time and delegate to such committees any of the powers of the directors.

3.7 Meetings of the Board.

Meetings of the Board of the Corporation may be called at any time by the Chair of the Board and will be held at the Head Office. If, in the event that no meeting has been held within the last three months, any director may call for a meeting of the Board, and such meeting shall be held at the Head Office. LSUC agrees to make a suitable meeting room available at the Head Office as and when required for meetings of the board of the Corporation. At least 15 business days before each meeting of the Board, each director shall receive a written notice from the individual calling the meeting indicating the time and place of the meeting, and providing a summary of the matters to be considered. A director may waive notice of a meeting by an instrument in writing delivered to the Corporation at or prior to the meeting and the attendance of a director at a meeting shall constitute a waiver of notice of the meeting (except where a director attends a meeting for the express purpose of objecting to the transaction of business on the grounds that the meeting is not properly called). Notwithstanding the foregoing, the Chair of the Board shall ensure that the Board meets no less than once each fiscal quarter. The quorum for meetings of the Board of the Corporation shall be a majority of the directors then in office. Board meetings may be held by conference call, teleconference or other communication tool where all directors can be present, can hear each other, and can participate in the discussion by speaking.

3.8 Decisions of the Board.

All decisions of the board of directors of the Corporation shall be by a majority vote, other than Material Decisions which shall be by Extraordinary Resolution and thereafter require the consent of LSUC.

3.9 Officers of the Corporation.

The initial officers of the Corporation shall be:

<u>Name</u>	<u>Office</u>
Abraham Feinstein, Q.C.	Chair of the Board
David S. Thompson	Vice Chair

The Board may replace these officers at any time and may appoint such additional officers as it thinks fit from time to time, provided that, the Chair of the Board shall be an appointed director under section 3.1. The Chair shall alternate every two years among appointees of LSUC, CDLPA and TLA. The roles and responsibilities of each of the officers of the Corporation shall be determined by the Board from time to time.

ARTICLE IV PURPOSE OF THE CORPORATION AND MANDATE OF THE BOARD

4.1 Governing Principles and Policy Framework.

The shareholders recognize and agree that lawyers require access to current and historical legal information in order to properly practise law and that local libraries play a fundamental role in this regard. Lawyers are entitled to receive the best quality library and information services possible in accordance with the funding which lawyers are willing to provide. The shareholders will encourage the Board to deliver quality local library services and to provide access to information in a cost effective and efficient manner for the lawyers of Ontario. Notwithstanding the foregoing, the shareholders recognize the changing nature of legal information services and that this dynamic will undoubtedly impact on its decision making.

Purpose of the Corporation

The Corporation has been created for the purpose of carrying on the central management of the Ontario county law library system on a not-for-profit basis and in accordance with guiding principles that may be amended or replaced from time to time by Extraordinary Resolution.

Guiding Principles

The Guiding Principles for the Corporation shall be as follows:

- (a) The Corporation shall:
 - i) establish policies and strategies for the delivery of library and legal information services for the law library system in Ontario;

- ii) fund its activities in accordance with its budget as formulated under section 5.4 and funded through levies set and collected from LSUC members;
 - iii) ensure each county law library receives a portion of its budget through the section 5.4 grant in a consistent and fair process after appropriate consultation and advice by, and from, the special shareholders; and
 - iv) without obligation, consider funding, and receiving the input of, the CDLPA Library committee which committee is comprised of lawyers, library professional and association staff from across Ontario.
- (b) The shareholders acknowledge the principle that the County Law Libraries, a current list of which is attached hereto as Schedule "A":
- i) be and remain the employer of their respective employees;
 - ii) receive appropriate staff and resources to support member needs as assessed by the Board from time to time; and,
 - iii) maintain space within Ontario court houses, at no cost to the Corporation, local law association, LSUC, CDLPA, TLA or its members, for the purposes of housing a library and other legal information facilities.

4.2 Board General Manager

The Corporation shall employ and direct a Board General Manager ("Board Manager") who shall perform the duties of corporate secretary and to the Board and provide assistance and support to the Board for its obligations under this shareholders agreement and the respective obligations and rights under the Administrative Services Agreement. The Board Manager's assistance and support for the Board shall include: research and policy development; facilitation of discussion of library and legal information issues; the preparation of meeting agendas and minutes; assisting the Board in the monitoring of the Administrative Services Agreement; and consultation with shareholders and other parties as may be required by the Board.

4.3 Administrative Services Provided by LSUC.

The Corporation and LSUC will enter into and maintain an Administrative Services Agreement between them so as to enable the Corporation to carry out its responsibilities and obligations. The current approved form of the Administrative Services Agreement is attached as Schedule "B" ("Administrative Services Agreement").

The Corporation will pay LSUC appropriate service fees to reimburse LSUC for the services it performs pursuant to the Administrative Services Agreement (“**Service Fee**”). The Service Fee will be negotiated and allocated on an annual basis as part of the annual budgeting process.

During the currency of the Administrative Services Agreement, all administrative support and services will be provided to the Corporation by LSUC, including financial, budgeting, and central administrative activities such as necessary liaison with the member libraries, resource development, technical services applications, and other matters, and including but not necessarily limited to (“**Administrative Services**”):

- Development and implementation of technical services.
- Acquisitions, cataloguing, information technology infrastructure decisions and implementation.
- Provision of a roving librarian(s) to visit Ontario county law libraries and provide assistance and support in the on-going services for members.
- Contract and other negotiations with information services/products providers to all of the Ontario county law libraries (for instance, LexisNexis, Carswell, etc.).
- Assisting the Corporation and the Board in day-to-day interactions and activities with the Ontario county law libraries necessary to facilitate the timely and efficient application of information resources for the benefit of the members.
- Implementation of strategic plans and activities as directed and approved by the Board.
- Administering the annual budgeting preparation and processes.
- Maintain such accounts as necessary and in support of quarterly and annual reporting to the Board and Convocation of LSUC.
- Monitoring of the finances allocated to LibraryCo, payment of transfers of funds to counties, payments to vendors and suppliers.
- Administer banking, funds investment, grant payments and allocations.
- Reporting to the Board on the status of the administration and other activities.
- Assisting the Board to develop and bring plans for library and information services forward to the membership (development, implementation, communications, marketing, etc.).

4.4 Incorporation of By-law 30.

By-law 30 (County Law Libraries) of LSUC, as amended from time to time, is hereby incorporated into this agreement by reference and shall govern the business and affairs of the Corporation.

4.5 Performance Criteria.

The Board of the Corporation in formulating policies and strategy shall establish business objectives and performance criteria for the delivery of legal information and library services by the local libraries and LSUC under the Administrative Services Agreement.

A summary of these policies, strategies, objectives and performance criteria together with a report as to performance as against the aforementioned shall be included by the Corporation in its Annual Report, provided for in Section 5.2 hereof, as: (i) a requirement of annual funding for the Corporation and shall be delivered on an annual basis to shareholders; and, (ii) a continuation of the Administrative Services Agreement with LSUC.

**ARTICLE V
RECORDS AND REPORTING**

5.1 Books and Records.

Proper books of account and records shall be kept by the Corporation at its registered office and entries shall be made therein in accordance with generally accepted accounting principles. Each of the shareholders and the directors of the Corporation and their respective representatives shall have access at all reasonable times to examine and copy such book of account and records. In addition, the Chief Financial Officer of LSUC may, at any time and from time to time, request access to any financial and corporate information relating to the Corporation's operations. The Corporation may request access, from time to time, to LSUC books and records related to the Administrative Services Agreement, the process of the setting and collection of library levies and the provision of central management services.

5.2 Annual Report.

Within 90 days after the end of each fiscal year of, the Corporation shall prepare, and the Board shall approve, an annual report that sets out the following information:

- (a) audited financial statements for the Corporation as well as details of all expenditures and investments of the Corporation's monies during the Fiscal Year;

- (b) a report setting out the major activities of the Corporation during the Fiscal Year and any analysis of the extent to which the Corporation is achieving its policy and strategic objectives;
- (c) a summary of the major activities that the Corporation proposes to undertake during the current Fiscal Year and the status of the long-range planning activities of the Corporation.

The annual report of the Corporation must be delivered first to the Board and thereafter to the Finance and Audit Committee of the LSUC.

5.3 Periodic Reports.

The Corporation shall be responsible to prepare quarterly financial reports during the fiscal year on the operations and affairs of the Corporation. These periodic reports first must be presented to the Board, and thereafter to the Finance and Audit Committee of the LSUC, CDLPA and TLA.

At least ninety (90) days prior to the commencement of each Fiscal Year of the Corporation, the Board shall oversee the preparation of and approve a detailed operating plan and budget for the operation of the Corporation for the upcoming Fiscal Year (the "**Budget**"). The Budget shall include the request from the Corporation in respect of the library levy for the next ensuing Fiscal Year. Once approved, the Budget shall be forthwith presented to LSUC for its approval. If LSUC does not approve the Budget as presented, the Board and LSUC shall co-operate in good faith to resolve any disputes with a view to developing a Budget that is mutually acceptable, prior to the commencement of the Fiscal Year. In the event a mutually acceptable Budget is not developed within a reasonable period of time, nothing herein shall fetter the budgetary discretion of LSUC to determine the level of funding for the Corporation.

5.4 Annual Grants to County Law Libraries.

Included in each annual Budget will be an annual grant for each local library for the budgeted fiscal year for the purposes of funding staff and purchase or update of resources used in the library, to be used by a County Law Library as it sees fit ("**Annual Grant**"). The list of Annual Grants will be appended to the Budget as an appendix or schedule. The Annual Grants shall require the approval of the Board.

Annual Grants paid to any County Law Library which are not used in the budgeted fiscal year will be (i) returned to the Corporation, or (ii) carried forward and taken into account by the Corporation in setting the next ensuing Annual Grant.

In order to receive an Annual Grant, each County Law Library shall have to adopt and maintain such fiscal and other management policies and procedures as the Corporation may require from time to time, including budgeting, financial controls, and reporting to the Corporation. Every County Law Library receiving an Annual Grant shall be subject to audit by

LSUC from time to time in respect of those receipts and expenditures related to the Annual Grant.

5.5 Auditor.

An auditor for the Corporation shall be appointed by LSUC.

**ARTICLE VI
DISTRIBUTIONS BY THE CORPORATION**

6.1 Dividends and other Distributions.

The Board may not declare, and the Corporation may not pay, any dividends of any kind whatsoever on its shares or otherwise distribute any cash, property or assets to any of its shareholders (whether in their capacity as shareholder or otherwise).

6.2 Repurchase or Redemption of Shares.

The Board may not authorize the Corporation to repurchase or redeem, and the Corporation may not repurchase or redeem, any of its outstanding shares at any time or from time to time, except for a nominal amount with the prior written approval of LSUC and the shareholder whose shares are being repurchased or redeemed.

6.3 Dissolution.

In the event that the Corporation is liquidated or dissolved (whether voluntarily or involuntarily), immediately prior to such liquidation or dissolution, the Corporation shall transfer (and be deemed to have transferred) all of its remaining cash, property and assets, if any, to any non-profit corporation operating in Ontario (other than any shareholder of the Corporation) as determined by LSUC.

6.4 Income.

Without limiting the other provisions of this Article, the Corporation shall not make any income payable to, or otherwise available for the benefit of, or distribute any property to any shareholder of the Corporation.

**ARTICLE VII
TRANSFER OF SHARES**

7.1 Warranty as to Ownership.

Each shareholder of the Corporation represents and warrants that it is the registered and beneficial owner of that number of shares set forth beside its name in the recitals

to this agreement, free and clear of all liens, claims, charges, security interests, encumbrances or rights in favour of other Persons.

7.2 Prohibition on Unauthorized Transfers.

Except with the unanimous written consent of each of the shareholders of the Corporation and the unanimous approval of the directors on the Board, no shareholder shall transfer any shares in the capital of the Corporation. In the event that any shareholder of the Corporation proposes to transfer, directly or indirectly, any shares in accordance with this section, it shall be a condition of such transfer that this agreement be amended to recognize the new shareholder and to reflect any other amendments that the parties deem necessary or advisable in the context of such transfer.

**ARTICLE VIII
GENERAL CONTRACT PROVISIONS**

8.1 Term of Agreement.

This agreement shall take effect on the date hereof and shall remain in full force and effect until such dates as may be designated by LSUC.

8.2 Implementation of this Agreement.

The parties hereto shall sign such further and other documents, cause such meetings to be held, cause such resolutions to be passed and such by-laws to be enacted, exercise their votes and influence and do and perform (and cause to be done and performed) such further and other acts or things as may be necessary or desirable in order to give full effect to this agreement and every part of it.

8.3 Notices.

Except as expressly provided in section 3.7, all notices, requests, demands or other communications required or permitted to be given by one party to another under this agreement shall be given in writing by personal delivery, facsimile or by registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

- | | |
|----------------------|---|
| (a) if to LSUC: | <p>The Law Society of Upper Canada
130 Queen Street West
Toronto, Ontario
M5H 2N6</p> <p>Attention: Chief Executive Officer</p> |
| (b) if to CDLPA: | <p>County & District Law Presidents' Association
100 Cavell Avenue
Hamilton, Ontario
L8L 7E5</p> |

Attention: Chair

(c) if to TLA: Toronto Lawyers Association
Court House Library
361 University Avenue
Toronto, Ontario
M5G 1T3

(d) if to the Corporation: LibraryCo Inc.
130 Queen Street West
Toronto, Ontario
M5H 2N6

Attention: Chair

or at such other address of which written notice is given and such notices, requests, demands or other communications shall be deemed to have been received when personally delivered, on the next business day after sending if sent by facsimile, or, if mailed, on the fourth business day after the mailing thereof; provided that if any such notice, request, demand or other communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities on or before the fourth business day after the mailing thereof, such notice, request, demand or other communication shall be deemed to have been received only upon personal or facsimile delivery.

8.4 Counterparts.

This agreement may be executed in counterparts and each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument.

8.5 Time of the Essence.

Time shall be of the essence of this agreement and of every part hereof.

8.6 Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. All of the parties to this agreement hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

8.7 Entire agreement.

This agreement constitutes the entire agreement between the parties with respect to the matter herein. The execution of this agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations, promises, agreements or statements whatsoever not incorporated herein and made a part hereof. This agreement shall not be amended, altered or qualified except by a memorandum in writing signed by all the parties.

8.8 Waiver.

Except as expressly provided in section 3.7, no party to this agreement shall be deemed or taken to have waived any provision of this agreement unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver.

8.9 Severability.

If any Article, section or portion of any section of this agreement is determined to be unenforceable or invalid, that unenforceability or invalidity shall not affect the remaining portions of this agreement and such unenforceable or invalid Article, section or portion thereof shall be deemed to be severed from the remainder of this agreement.

8.10 Equitable Remedies.

The parties acknowledge that the provisions contained in this agreement are reasonable, and if any party breaches the terms of this agreement the remaining parties, in addition to any other rights and remedies, shall be entitled to equitable remedies that may include an injunction to stop the contravention of this agreement or an order for specific performance to compel compliance with this agreement.


8.11 Assignment and Binding Effect.

This agreement shall not be assignable by any of the parties hereto. This agreement shall enure to the benefit of the parties hereto and their respective successors and administrators.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above stated.

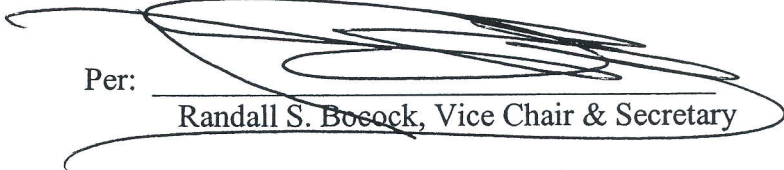
THE LAW SOCIETY OF UPPER CANADA

Per: 
Gavin A. MacKenzie, Treasurer

Per: 
Malcolm L. Heins, Chief Executive Officer

**COUNTY & DISTRICT LAW
PRESIDENTS' ASSOCIATION**

Per: 
Paul J. S. Kowalyshyn, Chair


Per: 
Randall S. Bosock, Vice Chair & Secretary

TORONTO LAW ^{YERS} ASSOCIATION

Per: 
Richard R. Wozenilek, President

Per: 
William Whittaker, Q.C., Vice President

LIBRARYCO INC.

Per: 
Abraham Feinstein, Q.C., Chair of the Board

**Schedule "A" – County Law Libraries
as of February, 2007**

LibraryCo Libraries - 2007

Algoma District 444 Queen St. East Sault Ste. Marie, ON P6A 1Z7 705-946-5691 1-866-840-2540 705-946-5630 (fax) algomalaw@shaw.ca	Brant 70 Wellington St. Brantford, ON N3T 2L9 519-752-1744 1-866-759-2038 519-752-8808 (fax) brantlawassoc@bellnet.ca
Bruce County Court House 207 Cayley St. P.O. Box 818 Walkerton, ON N0G 2V0 519-881-2384 1-866-486-4365 519-881-2384 (fax) 519-881-3988 (res) brucelaw@wightman.ca	Carleton Court House, Law Library 2004-161 Elgin St. Ottawa, ON K2P 2K1 613-233-7386 1-866-637-3888 613-238-3788 (fax) karen.maclaurin@ccla.ottawa.on.ca
Cochrane Court House 48 Spruce St. N. P.O. Box 274 Timmins, ON P4N 7E2 705-267-3580 705-268-8082 (fax) cochlaw@onlink.net	Dufferin 51 Zina Street Orangeville, ON L9W 1E5 519-942-1860 1-866-862-9931 519-942-1860 (fax) 519-940-0458 (res) dufferin2@on.aibn.com
Durham Region Law Library, Court House 601 Rossland Road East Whitby, ON L1N 9G7 905-668-2177 1-866-742-4316 905-668-0692 (fax) mschjott@speedline.ca	Elgin County Court House 8 Wellington St. St. Thomas, ON N5R 2P2 519-631-7650 1-866-545-6335 519-631-7650 (fax) ela@bellnet.ca
Essex County Court House 245 Windsor Ave. Windsor, ON N9A 1J2 519-252-8418 1-866-815-1112 519-252-9686 (fax) essexlaw@mnsi.net	Frontenac Law Library 5 Court Street Kingston, ON K7L 2N4 613-542-0034 1-866-893-2010 613-531-9764 (fax) library@cfla.on.ca

Grey County 611 - 9th Avenue East Owen Sound, ON N4K 6Z4 519-371-5495 1-866-578-5841 519 371-4606 (fax) greyco@bellnet.ca	Haldimand Law Library P.O. Box 459 55 Munsee Street North Cayuga, ON N0A 1E0 905-772-7114 1-866-528-5779 905-772-7114 (fax) haldimandlaw@mountaincable.net
Halton 491 Steeles Ave. East Milton, ON L9T 1Y7 905-878-1272 1-866-838-5139 905-878-8298 (fax) hcla@bellnet.ca	Hamilton 45 Main St. East, Suite 500 Hamilton, ON L8N 2B7 905-522-1563 1-866-213-6867 905-572-1188 (fax) ckycinsky@hamiltonlaw.on.ca
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