

### ASSET PROTECTION COUNCIL™

### Dear Attorney,

Welcome to the **Asset Protection Council<sup>TM</sup>** (APC). The Asset Protection Council<sup>TM</sup> exists to support Attorneys, Financial Advisors, CPA's and other Professional Advisors who wish to guide their clients towards effective Asset Protection solutions, as well as grow their own practice around Asset Protection.

Understanding the complicated options available to protect your client's assets has become a critical component of your job as an advisor to your clients. <u>*Clients are asking to be informed and educated about Asset Protection.*</u> Your role as a primary advisor is greatly enhanced if you can be the source of that education.

The Asset Protection Council <sup>TM</sup> is designed to provide you with the tools and information needed to educate your clients in this complex area of law, including:

- 1) Understanding *Offshore* options: Offshore LLC's, Foreign Asset Protection Trust (FAPT), and when these are appropriate for your clients
- 2) Understanding the *Domestic* tools: Corporations, Limited Partnerships, LLC's, Domestic Asset Protection Trust (DAPT), other irrevocable trusts, and when these tools apply to your clients.
- 3) Understanding unique and specific tools such as the **Bridge Trust**<sup>®</sup> which combines the protection of an offshore structure with the simplicity of a domestic trust.

In addition to providing you with access to the resources you need to be knowledgeable on Asset Protection, affiliate Attorney Members of the APC may immediately Co-Counsel with one of the nation's most experienced Asset Protection Law Firms, and creators of the **Bridge Trust**<sup>®</sup>, **Lodmell & Lodmell, P.C.** <sup>®</sup> (L&L).

Co-counsel fee sharing is based on work done by each firm. During the initial phases, your firm will carry approximately 25% of the workload, and accordingly receive 25% of the fee. If you desire, and once you become proficient (a minimum of 5 co-counsel cases involving the Bridge Trust <sup>®</sup>) the work share can be adjusted and you may take on more responsibility and receive up to 40% of legal fees.

As an APA affiliate you will immediately become an Asset Protection attorney providing services at the highest level without taking years to develop the skills and experience necessary to do it alone. In Turn-Key fashion, you expand your legal practice with sophisticated Asset Protection tools by quickly adding critical capacity - *our capacity* - to your offerings.





ASSET PROTECTION COUNCIL™

Membership in the APC is simple and begins with the attached application and agreement. Once this is completed and returned we will schedule a conference call with you to discuss how the APC can best serve you in your goals. We seek to combine our resources with yours, integrating asset protection strategies appropriate to your planning and counsel.

Once you are accepted as a member you will receive login credentials to the ATP website at <u>www.assetprotectioncouncil.com</u>. which will allow you access to *members-only* resources and support that includes:

- Personalized Web Page listing your profile and areas of business and expertise for access by both Members and potential clients
- Use of our proprietary client management system and data Vault
- Access to the Asset Protection video library for embedding on your website
- Asset Protection Webinars

- PowerPoint Presentations, Flyers and Brochures for branding
- Articles for printing and distribution
- Speaking Outlines
- Internal Articles posted by other members for professional consumption
- External Blogging opportunities
- Access to Affiliate Partner Resource

These resources are designed to give you the best possible information about Asset Protection, as well as the Marketing and Sales support to grow your own client base.

## JOIN THE ASSET PROTECTION COUNCIL TM

The application process is inclusive and allows access to Attorney Affiliates and Advisor Members with a sincere desire to utilize the benefits of the Council productively. The APC seeks qualified members that meet the Professional and Ethical requirements of their profession. Experience in Asset Protection is not necessary.

## > Complete, Sign and Submit the APC Application and Member Agreement Today!

Please contact Kitty Lucarini directly at (800) 231-7112 if you have further questions or would like to discuss this program. You may also visit the Asset Protection Council<sup>TM</sup> website at <u>www.assetprotectioncouncil.com</u>.

In Service,

Douglass S. Lodmell, J.D., LL.M. Managing Director of Asset Protection Council, L.L.C.



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# **Affiliate Attorney Agreement**

**Lodmell & Lodmell, P.C.** <sup>(e)</sup> (L&L) through its affiliate attorney program the **Asset Protection Council TM** (APC), and \_\_\_\_\_\_ ("Affiliate Attorney", "Affiliate" or "Member Attorney") have agreed to enter into a mutual co-counsel Affiliate Attorney relationship. Affiliate agrees to the following:

1. During the time of the affiliation any clients of the Affiliate Attorney who choose to use services provided by L&L shall be serviced on a co-counsel basis. The Affiliate Attorney agrees to be responsible for a minimum of 25% of the legal work for each case and would be entitled to 25% of the Net Legal fee for services provided by L&L, payable when 100% of the legal fee has been collected by L&L.

<u>Please Note:</u> After your first five (5) clients together in which the Bridge Trust® is involved, the fee share may be re-evaluated. If you feel comfortable and are interested in taking on additional work, then an increase in the fee split to 40% of the legal work may be discussed.

- 2. The Affiliate Attorney responsibilities include: integrating the new Asset Protection planning into any current planning already created as part of their co-counsel; reviewing all documentation; communicating and answering client questions; and reviewing all issues with co-counsel.
- 3. Affiliate is familiar with and agrees to abide by all fee sharing restrictions set by his or her respective Bar Associations and agrees to inform L&L of any restrictions or limitations which are unique or conflict with the terms as set forth herein.
- 4. Affiliate Attorney agrees to maintain the professional and ethical standards set forth by their own Bar Association, board, or other licensing or governing body. The services you provide in connection with your Affiliation with the APC will be of the highest professional and ethical standards in your field and shall at all times meet the reasonable professional service and quality standards associated with the APC.
- 5. During the time in which this agreement is in effect, the Affiliate shall be considered a Member of the Asset Protection Council <sup>™</sup>. An annual membership fee is required to remain a member of the APC in good standing. This affiliation and your membership in the APC may be cancelled at any time by either party with or without notice at their sole discretion. All affiliate fees currently in process at the time the relationship is terminated will survive the termination and be due when fully collected. You acknowledge that APC is free to do business with whomever they please and that admission to and membership in APC is subject to APC's sole and exclusive discretion.



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- 6. During affiliation, the Affiliate Attorney has the express permission to use certain designated Asset Protection Council<sup>TM</sup> materials, documents, trademarks and/or copyrighted material ("Materials" and "Licensed IP" as defined in the Intellectual Property Licensing Agreement and Permission of Use Standards and Instructions, which is incorporated herein). Your usage of the Materials and Licensed IP are governed solely by the attached Intellectual Property Licensing Agreement and Permission of Use Standards and Permission of Use Standards and Instructions, which is incorporated herein).
- 7. Affiliate will not transfer or assign this Agreement or delegate its rights or obligations hereunder, in whole or in part, whether by merger, change in control, operation of law, or otherwise, to any person or entity without the prior written consent of Licensor, such consent shall be subject to Licensor's sole and exclusive discretion. Any purported transfer or assignment of this Agreement in breach of this Agreement shall be null and void. Subject to the foregoing, this Agreement will inure to and bind all successors and permitted assigns.
- 8. No other rights or duties incur as a result of this affiliation, which will last only so long as both parties continue to agree.

Douglass S. Lodmell J.D., LL.M. Managing Director of Asset Protection Council, L.L.C. Date

Affiliate Attorney Name:

Date



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