
**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CROWELL & MORING INTERNATIONAL, LLC**

a Delaware Limited Liability Company

Dated as of September 15, 2022

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Exhibits

A Members

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
CROWELL & MORING INTERNATIONAL, LLC**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Crowell & Moring International, LLC, a Delaware limited liability company (the “Company”), is entered into effective as of September 15, 2022, by and among the Company, Crowell & Moring LLP, a District of Columbia limited liability partnership (“C&M LLP” or the “Initial Member”), and each party who may hereafter become a Member in accordance with the terms of this Agreement.

RECITALS

A. On May 20, 1987, Crowell & Moring International, Inc. was formed as a Delaware stock corporation by filing a Certificate of Incorporation with the Secretary of State of the State of Delaware.

B. On December 31, 2015, following the required corporate and shareholder approvals, respectively, Crowell & Moring International, Inc. converted into Crowell & Moring International, LLC, a Delaware limited liability company, by the filing of a Certificate of Conversion and Certificate of Formation with the Secretary of State of the State of Delaware.

C. The original Limited Liability Company Agreement of the Company was adopted on December, 31, 2015 (the “Original Agreement”).

C. The parties desire to enter into this Agreement to regulate the affairs of the Company and the conduct of its business, and to govern relations between the Company and its members and managers, and to amend and restate the Original Agreement to address certain tax law changes adopted subsequent to the date of the Original Agreement and make certain other technical modifications.

NOW, THEREFORE, in consideration of the premises contained herein, it is agreed as follows:

ARTICLE I

Definitions

1.1 Definitions. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Delaware Limited Liability Company Act, as amended from time to time.

“Adjusted K-1 Election” means an election made by the Company in accordance with Section 6226 of the Code.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such first Person. A

Person shall be deemed to control an Entity if such Person possesses, directly or indirectly, the power to direct or cause direction of the management and policies of such Entity, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Agreement, together with the Exhibits hereto, as the same may be amended from time to time.

“Board” or “Board of Managers” shall have the meanings set forth in Section 7.1.

“Capital Contributions” shall mean, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to and accepted by the Company with respect to the interest in the Company held by such Member.

“Certificate” shall mean the Certificate of Formation of the Company, as filed with the Secretary of State of the State of Delaware effective as of December 31, 2015.

“Class A Member” shall mean C&M LLP and any other Member that may hereafter hold Class A Membership Interests.

“Class A Membership Interests” shall mean such number of Membership Interests of the Company representing Class A Membership Interests as set forth under the column heading “Class A Membership Interests” on Exhibit A hereto and as such amounts may be adjusted on the books and records of the Company from time to time.

“Class B Member” shall mean any Member holding Class B Non-Voting Membership Interests.

“Class B Non-Voting Membership Interests” shall mean such number of Membership Interests of the Company representing Class B Non-Voting Membership Interests as set forth under the column heading “Class B Non-Voting Membership Interests” on Exhibit A hereto and as such amounts may be adjusted on the books and records of the Company from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“Company” shall have the meaning given in the preamble.

“Designated Individual” shall have the meaning set forth in Section 5.3(b)(vi).

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization, government or governmental organization, or other association or organization.

“Fiscal Year” shall mean the Company’s fiscal year, which shall be a year ending December 31.

“Gross Asset Value” shall mean the fair market value of any asset contributed by a Member at the time it is accepted by the Company, unreduced by any liability secured by such asset, as determined by the Board.

“Initial Member” shall have the meaning given in the preamble.

“Manager” shall have the meaning set forth in Section 7.1.

“Member” shall mean the Initial Member and each party who may hereafter become a Member in accordance with the terms of this Agreement, as identified on Exhibit A hereto, which may be amended from time to time.

“Member Services Agreement” shall mean an agreement between the Company and a Class B Member that sets forth certain rights and obligations relating to such Class B Member’s service as a Class B Member of the Company.

“Membership Interest” shall mean a Member’s entire interest in the Company, including such Member’s economic interest and the right (if any) to vote on, consent to, or otherwise participate in any decision or action of or by the Member granted pursuant to this Agreement and the Act, and the right to inspect the books and records of the Company. Membership Interests shall include Class A Membership Interests, Class B Non-Voting Membership Interests and any other class of Membership Interests authorized and issued from time to time in accordance with this Agreement.

“Partnership Audit Procedures” shall have the meaning set forth in Section 5.3(b)(v).

“Partnership Representative” shall have the meaning set forth in Section 5.3(b)(i).

“Person” shall mean any individual, person or Entity, and the legal representatives, successors and assigns of the “Person” when the context so permits.

“Property” shall mean all real and personal property contributed to or acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Protected Party” shall have the meaning set forth in Section 9.5.

“Treasury Regulations” or “Treas. Regs.” shall include temporary and final regulations promulgated under the Code in effect on the date of this Agreement and the corresponding sections of any regulations subsequently issued that amend or supersede those regulations.

ARTICLE II

Formation of Company

2.1 Formation. The Company was organized in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Crowell & Moring International, LLC

2.3 Principal Place of Business. The principal place of business of the Company shall be 1001 Pennsylvania Avenue, N.W., Washington, DC 20004. The Company may locate its place of business at any other place or places as the Board may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's registered office and the name of its initial registered agent are as forth in the Certificate. The Company may change its registered office and its registered agent in accordance with the Act from time to time as the Board deems advisable.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with the provisions of this Agreement and/or the Act.

2.6 Authorized Persons. Each Manager, and any Person authorized by any Manager, is designated as an authorized person within the meaning of the Act to execute, deliver and file any certificates or documents, and any amendments of such certificates or documents, necessary for the Company to conduct business in a jurisdiction in which the Company may wish to do business.

ARTICLE III

Purpose and Powers of the Company

3.1 Purpose. The purpose of the Company shall be to engage in any business, purpose or activity that a limited liability company may lawfully conduct under the Act.

3.2 Powers of the Company. The Company shall have the power and authority to do all things permitted by the Act that are necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the business of the Company.

3.3 No Partnership or Joint Venture Intended for Non-Tax Purposes. The Initial Member has formed the Company under the Act and expressly does not intend hereby to form a joint venture or a partnership under any state partnership or limited partnership act. The Members are not intended to be, and shall not be, partners or joint venturers as to one another, or partners or joint venturers as to any third party.

ARTICLE IV

Capital Contributions to the Company

4.1 Capital Contributions. Except for the Initial Member, each Member shall contribute such cash and/or property as is set forth next to such Member's name on Exhibit A as such Member's initial Capital Contribution. The Members may, but are not required to, make additional Capital Contributions. Any additional Capital Contributions shall be set forth in written agreements between the Company and the Members. Any Person who becomes a Member of the Company after the date of this Agreement shall make a Capital Contribution in the amount established for such new Member by the Board pursuant to Article XI.

4.2 Loans to Company. Nothing in this Agreement shall prevent the Members or any of their Affiliates from making loans to the Company, as approved by the Board.

4.3 Interest and Withdrawal.

(a) No Member shall be entitled to and shall not receive interest on his/her/its Capital Contribution.

(b) No Member may withdraw any Capital Contribution to the Company except as expressly provided herein.

ARTICLE V

Records, Books, and Accounting

5.1 Records and Books. The Company shall maintain at its principal place of business all records required to be kept pursuant to the Act and books of account that accurately and completely record all items of income and expenditure relating to the business of the Company and disclose the results of the operations of the Company. Such books of account shall be maintained in accordance with a modified cash basis of accounting used for United States federal income tax purposes and on the basis of the Fiscal Year. Any Class A Member and any Class B Member who holds ten (10) or more Class B Non-Voting Membership Interests, but no other Member, shall have the right, upon not less than five (5) days advance notice to the Board, at such Member's own expense, to inspect, copy, and audit the Company's books and records at any time during normal business hours and subject to having first entered into a confidentiality undertaking in a form reasonably acceptable to the Board. All accounts, books and other relevant Company records shall be maintained and preserved as required by law or regulation.

5.2 Reports. Within one hundred twenty (120) days after the close of each Fiscal Year, the Board shall furnish to each Class A Member and each Class B Member who holds ten (10) or more Class B Non-Voting Membership Interests copies of the income and loss statement and the balance sheet of the Company for such Fiscal Year. Notwithstanding the foregoing, such Members may from time to time request from the Board, and the Board may from time to time provide to such Members, interim updates on the operations and the financial condition of the Company.

5.3 Tax Matters.

(a) The Board of Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company may be required to file a return. Copies of the returns, or pertinent information from the returns, shall be furnished to each Class A Member and to each Class B Member who holds ten (10) or more Class B Non-Voting Membership Interests within a reasonable time after the end of the Company's Fiscal Year. Except as otherwise provided herein, all elections permitted to be made by the Company under federal or state laws shall be made as directed by the Class A Members.

(b) The following provisions shall apply for all periods for which the Company is classified as a partnership for U.S. federal income tax purposes.

(i) The partnership representative for purposes of Code Section 6223 (the "Partnership Representative") shall be C&M LLP. The Company shall notify the IRS of the change in Partnership Representative in the manner and at the time that the IRS requires; the former

Partnership Representative shall cooperate with the Board of Managers in making any necessary filings with the IRS regarding such change. As a condition of appointment as the Partnership Representative, the Partnership Representative agrees or shall agree that, in the event such person ceases to be the Partnership Representative, all correspondence or notifications from or by the IRS received by such person in such person's capacity (or former capacity) as the Partnership Representative for the Company shall be promptly forwarded to the Board of Managers and shall, if contacted by the IRS, inform the IRS that such person no longer is authorized by the Company to act as the Partnership Representative of the Company.

(ii) The Partnership Representative may not (i) commence a judicial action with respect to a federal income tax matter or appeal an adverse determination of a judicial tribunal, or (iii) enter into any settlement agreement which affects the amount, deductibility or credit of any Company item, in each case without the prior consent of the Board of Managers. In the event of any pending tax action, investigation, claim or controversy involving the Company which proposes an adjustment with respect to any item reported on a federal income tax return of a Member, the Partnership Representative shall provide to the Members copies of all notices and other written communications received by the Partnership Representative from the IRS or sent by the Partnership Representative to the IRS, relating to the Company. The Partnership Representative is entitled to reimbursement by the Company for all expenses reasonably incurred by it in representing the Company in any administrative or judicial proceeding relating to the tax treatment of Company items. The terms and conditions of Section 9.6 applicable to a Manager shall apply to the Partnership Representative, *mutatis mutandis*.

(iii) The Members agree that, if the Company receives a notice of final partnership administrative adjustment that would, with the passing of time, result in an "imputed underpayment" imposed on the Company as that term is defined in Section 6225 of the Code, then, (i) the Partnership Representative may request any applicable modifications to such imputed underpayment pursuant to Section 6225(c) of the Code, (ii) each Member shall take all actions requested by the Partnership Representative to facilitate any applicable modification to such imputed underpayment pursuant to Section 6225(c) of the Code (other than the filing of amended returns) and (iii) if the Partnership Representative determines to do so, the Company shall make an Adjusted K-1 Election and comply with all of the requirements and procedures required in connection with such election to make inapplicable to the Company the requirement in Section 6225 of the Code that the Company pay such "imputed underpayment" as that term is used in that section; provided, however, that the Board of Managers may determine not to make such Adjusted K-1 Election.

(iv) In all situations, without regard to the specific elections made, each Member agrees to reasonably cooperate with the Partnership Representative, the Company, and other Members by providing such information and taking such actions as may be reasonably necessary to mitigate, to the fullest extent possible, the potential tax exposure of the Company as well as the potential tax exposure of the other Member or Members relating to the Company.

(v) Any taxes, penalties, and interest payable by the Company or any entity disregarded for United States income tax purposes in which the Company owns an interest under Subchapter C of Chapter 63 of Subtitle F of the Code and the Treasury Regulations pursuant thereto ("Partnership Audit Procedures") shall be treated as specifically attributable to the Members, and the Board of Managers shall use reasonable best efforts to allocate the burden of

(or any diminution in distributable proceeds resulting from) any such taxes, penalties or interest to those Members to whom such amounts are specifically attributable (whether as a result of their status, actions, inactions or otherwise), as determined by the Board of Managers. Notwithstanding the foregoing, such apportionment of liability shall also take into account the extent to which the Company's imputed underpayment was modified by adjustments under Code Section 6225(c) (to the extent approved by the IRS) and attributable to (x) a particular Member's tax classification, tax rates, tax attributes, the character of tax items to which the adjustment relates, and similar factors, or (y) the Member's filing of an amended return or complying with the "alternative procedure" to filing an amended tax return for the Member's taxable year that includes the end of the Company's reviewed year and payment of required tax liability in a manner that complies with Code Section 6225(c)(2). In connection with the foregoing, to the extent that the Company is assessed amounts under the Partnership Audit Procedures, each current or former Member to which the assessment relates shall remit to the Company, within 30 days' written notice by the Partnership Representative, an amount equal to such Member's allocable share of the assessment, including such Member's allocable share of any interest imposed on the Company. The foregoing sentence shall survive the dissolution of the Company, the withdrawal of any Member from the Company and the Transfer of any Member's Membership Interests.

(vi) If the Partnership Representative is an entity, the Partnership Representative shall, at its sole discretion, appoint the "designated individual" of the Partnership Representative within the meaning of Treas. Reg. Section 301.6223-1(b)(3)(ii) (the "Designated Individual"), provided that any such appointee shall agree to be bound by the terms, conditions and other provisions of this Agreement to the extent that such terms, conditions and other provisions are expressly imposed upon the Partnership Representative as provided herein.

(vii) These procedures shall apply, mutatis mutandis, to any State, local or foreign tax audit regime that centralizes the conduct of a tax audit of the Company. The Partnership Representative shall serve in a similar capacity for any such audit.

5.4 Bank Accounts. The Board may establish and maintain one or more separate accounts in the name of the Company in one or more federally insured banking institutions of its choosing into which shall be deposited all funds of the Company and from which all Company expenditures and other disbursements shall be made. Unless otherwise decided by the Board, funds may be withdrawn from such accounts on the signature of a Manager and such other Persons, if any, as the Board shall determine.

ARTICLE VI

Members

6.1 Names and Addresses of Members. The names and addresses of the Members are as set forth on Exhibit A hereto, as may be amended from time to time

6.2 Membership Interests. A Member's interest in the Company shall be represented by the Class A Membership Interests or the Class B Non-Voting Membership Interests held by such Member as set forth on Exhibit A hereto, as may be amended from time to time. No provisions regarding the right to vote on, consent to, or otherwise participate in any decision of the

Members or the Board shall be interpreted or construed to include such rights for a holder of Membership Interests who has not been admitted as a Class A Member.

6.3 Powers of Members. Except as expressly provided in this Agreement or the Act, the Members shall take no part in the management of the business and shall have no power to sign for or bind the Company solely in their capacity as Members; *provided, however*, that Members shall have the approval and consent rights as described in this Agreement and as provided under the Act. Except as required by the Act, Class A Members shall have the sole and exclusive right to vote on all matters submitted to a vote of the Members. Class B Members shall not have any right, and Class B Non-Voting Membership Interests shall not convey or include any entitlement, to vote upon or approve any such matters, except as may otherwise be expressly required by the Act. Except as specifically provided in this Agreement, with respect to any action of the Company submitted to a vote of the Class A Members, any Class A Member may vote or refrain from voting for or against any such action of the Company, in such Member's sole and absolute discretion, considering such factors as such Member's desires, including such Member's own interests or the direction of any other Person, and shall have no duty or obligation to give any consideration to any interest of or factor affecting the Company or any other Person.

6.4 Acts Requiring Member Approval. Notwithstanding any other provision in this Agreement, the following actions require, and shall not be undertaken by the Company without, approval of Class A Members holding a majority of the Class A Membership Interests then outstanding:

- (a) admitting a new Member to the Company;
- (b) merging or consolidating the Company with or into another Entity;
- (c) selling, leasing or exchanging 80% or more of the Company's assets in a single transaction or series of related transactions;
- (d) making an assignment of the Company's assets for the benefit of creditors;
- (e) filing a petition of bankruptcy on behalf of the Company;
- (f) undertaking any action that would subject a Manager or any Member to liability for the debts, liabilities or obligations of the Company;
- (g) amending this Agreement or the Certificate;
- (h) filing an election to be taxed as a corporation for any tax purpose; and
- (i) the election/appointment or removal of Managers.

6.5 Meetings. The Class A Members may, but shall not be required to, hold any annual, periodic or other formal meetings. Meetings of the Class A Members may be called at any time and for any purpose by any member of the Board and shall be called at the request of Class A Member(s) holding Membership Interests representing at least a majority of the Class A Membership Interests then outstanding.

6.6 Place of Meetings. Meetings of the Class A Members will be held at such place within or without the State of Delaware as may be fixed from time to time by the Board and stated in the notice of meeting.

6.7 Notice of Meetings; Waiver. Written notice of a meeting of the Class A Members, stating the place, day and hour of a meeting and the purpose or purposes for which the meeting is called, shall be delivered to each Class A Member entitled to vote at such meeting not less than three (3) nor more than fifty (50) days before the date of the meeting. Such notice may be delivered personally or by fax, courier or by electronic or U.S. mail. If all Class A Members entitled to vote meet and consent to the holding of a meeting at such time and place, such meeting shall be valid without prior notice. When any notice is required to be delivered to a Class A Member in advance of a meeting, such Class A Member may waive in writing the requirement for such notice, whether before, at or after the meeting for which such notice is given. In addition, attendance of a Class A Member at a meeting shall constitute a waiver of notice for such meeting, except when a Class A Member attends a meeting for the express purpose of objecting to the meeting on the grounds that the meeting is not lawfully convened, and such Class A Member delivers written notice to the Board of such objection.

6.8 Record Date. For the purpose of determining Class A Members entitled to notice of or to vote at any meeting of Class A Members or any adjournment thereof, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring any action is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Class A Members entitled to vote at any meeting of Class A Members has been made as provided in this Section 6.8, such determination shall apply to any adjournment thereof.

6.9 Quorum. Except as otherwise provided by the Act or this Agreement, at all Member meetings, Class A Members holding at least a majority of the Class A Membership Interests entitled to vote thereat, in person or by proxy (which proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law), shall constitute a quorum for the transaction of business at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Class A Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. If the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. 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 noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Class A Membership Interests whose absence would cause less than a quorum.

6.10 Vote of Members. At all meetings of Members, each Class A Member will be entitled to one vote for each Class A Membership Interest owned by such Member as set forth on Exhibit A hereto (as amended to date). Class A Members may vote in person or by proxy (which proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law) on any matter before the Members. If a quorum is present, the affirmative vote of Class A Members holding at least a majority of the Class A Membership Interests present thereat

shall be the act and resolution of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act or by this Agreement.

6.11 Member Action by Written Consent. On any matter that is to be voted on, consented to or approved by the Members, the Members may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by Class A Members holding sufficient Class A Membership Interests to approve such action at a meeting at which all Class A Members entitled to vote thereon were present and voted. A consent transmitted by electronic transmission by a Class A Member shall be deemed to be written and signed for purposes of this Section 6.11, as permitted by the Act and applicable law. Action taken under this Section 6.11 is effective when the requisite Class A Members have signed the consent or approval, unless the consent specifies a different effective date.

6.12 Telephonic Participation by Members at Meeting. Class A Members may participate in and hold a meeting of Class A Members by means of conference telephone or similar communications equipment as long as all Members participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting, except where a Class A Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII

Management of the Company

7.1 Board of Managers. The powers of the Company shall be exercised by, and the business and affairs of the Company shall be managed under the direction of a board of managers (each manager individually, a “Manager,” and all managers together, the “Board” or “Board of Managers”). Except when the approval of the Members is expressly required by the Act, the Certificate or this Agreement, the Board of Managers shall have full, complete and exclusive authority, power and discretion to manage and control the business, properties and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business, properties and affairs.

7.2 Reliance by Third Parties. Subject to Section 7.6, third parties dealing with the Company shall be fully protected when relying upon any action taken or instrument authorized by the Board of Managers in accordance with this Agreement.

7.3 Number, Appointment and Term of Managers. The Board of Managers as of the effective date of this Agreement consists of six (6) Managers. Thereafter, the number of Managers constituting the entire Board of Managers may be increased or decreased from time to time by the Class A Members by a majority vote. The Managers as of the effective date of this Agreement are Philip T. Inglima, Chairman, Kate Clemans, Ellen M. Dwyer, Glen G. McGorty, Kris D. Meade and Chahira Solh. Each Manager shall serve on the Board until his or her successor is duly appointed and qualified or until his or her earlier death, resignation or removal.

7.4 Vacancies. Vacancies and newly created positions on the Board of Managers resulting from any increase in the authorized number of Managers shall be filled by the Class A Members by majority vote, and the Managers so chosen shall hold such position until their successors are duly appointed and qualified or until their earlier death, resignation or removal.

7.5 Resignations and Removals. Any Manager may resign from the Board at any time by delivering written notice of his/her resignation to the Board of Managers. Such resignation shall be effective upon the date specified in the written notice or if no time is specified therein, immediately upon its receipt, and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. The Class A Members may remove any Manager at any time for any reason by a majority vote.

7.6 Limitation on Powers of Managers. Notwithstanding any other provision in this Agreement, in addition to any approval that may be required from the Members under Section 6.4 or by law, the following actions require, and shall not be undertaken by the Company without approval by a majority of the Board of Managers:

- (a) selling or otherwise disposing of any Property of the Company other than in the ordinary course of business;
- (b) mortgaging, pledging, or granting a security interest in any Property of the Company;
- (c) forming or acquiring subsidiaries of the Company or causing or permitting the Company to enter into partnerships or joint ventures;
- (d) merging or consolidating the Company with or into another Entity;
- (e) incurring any liability or making any single expenditure or series of related expenditures in an amount exceeding \$150,000;
- (f) hiring or engaging any person to serve as an employee or independent contractor of the Company with annual total compensation in excess of \$150,000;
- (g) entering into or authorizing an amendment of any Member Services Agreement with a Class B Member;
- (h) making an assignment of the Company's assets for the benefit of creditors;
- (i) filing a petition of bankruptcy on behalf of the Company;
- (j) undertaking any action that would subject a Manager or any Member to liability for the debts, liabilities or obligations of the Company;
- (k) admitting a new Member to the Company;
- (l) amending this Agreement or the Certificate;

(m) electing to dissolve the Company, or filing or electing to file a certificate of cancellation; or

(n) taking any other action that, under another provision of this Agreement, is specified to be approved or taken by the Board.

7.7 Meetings of the Board of Managers. The Board of Managers may, but is not required to, hold any annual, special or other periodic formal meetings. Meetings of the Board may be called at any time and for any purpose by any Manager. The place of Board meetings shall be the principal office of the Company unless otherwise agreed by the Managers.

7.8 Notice of Board Meetings; Waivers. Written notice of a meeting of the Board of Managers, stating the place, date and time of the meeting, shall be delivered to each Manager not less than twenty-four (24) hours prior to such meeting. Such notice may be delivered personally or by fax, courier, electronic mail, or U.S. mail. Unless required by law, neither the business to be transacted at, nor the purpose of, the meeting need be specified in the notice of the meeting. If all Managers meet and consent to the holding of a meeting at such time and place, such meeting shall be valid without prior notice. When any notice is required to be delivered to a Manager in advance of a meeting, such Manager may waive in writing the requirement for such notice, whether before, at or after the meeting for which such notice is given. In addition, attendance of a Manager at a meeting shall constitute a waiver of notice for such meeting, except when a Manager attends a meeting for the express purpose of objecting to the meeting on the grounds that the meeting is not lawfully convened, and such Manager delivers written notice to the Board of such objection.

7.9 Quorum. At all meetings of the Board of Managers, the presence of a majority of the Managers shall constitute a quorum for the transaction of business at a meeting of the Board. If a quorum is not present at a scheduled meeting, the Managers present may adjourn the meeting from time to time without any notice other than announcement at the meeting.

7.10 Vote of Managers. At all meetings of the Board of Managers, each Manager shall be entitled to one vote. The act of a majority of the Managers present at any meeting at which there is a quorum shall be the act and resolution of the Board, except as may be otherwise specifically provided by the Act or by this Agreement.

7.11 Board Action by Written Consent. On any matter that is to be voted on, consented to or approved by the Board, the Board may take such action without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers are present. A consent transmitted by electronic transmission by a Manager shall be deemed to be written and signed for purposes of this Section 7.11, as permitted by the Act and applicable law. Action taken under this Section 7.11 is effective when the requisite Managers have signed the consent or approval, unless the consent specifies a different effective date.

7.12 Telephonic Meeting. Managers may participate in and hold a meeting of the Board by means of conference telephone, video conference, or similar communications equipment as long as all persons participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting, except where a Manager

participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII

Officers

8.1 Officers; Qualifications. The Company shall have officers who shall be responsible for the day-to-day business affairs of the Company, subject to the overall direction and control of the Board of Managers. The officers of the Company shall include a Chair of the Board, Chief Executive Officer, President, a Secretary, a Treasurer and such other officers as the Board of Managers may from time to time determine. All officers may be, but need not be, full-time employees of the Company; the Chair of the Board must be a Manager. The Chair of the Board, President, Secretary, and Treasurer shall report to the Board of Managers. Other officers, if any, shall report to the Board of Managers or to other officers, as determined by the Board of Managers. Two or more offices may be held by the same individual.

8.2 Appointment of Officers. The officers of the Company shall be appointed by the Board of Managers.

8.3 Duties of Officers.

(a) Chair of the Board. The Chair of the Board shall preside at all meetings of the Board of Managers and Members at which he or she is present. The Chair of the Board shall be authorized to execute on behalf of the Company any and all contracts, subcontracts, purchase orders, leases, bonds, insurance policies, bills of sale and other instruments or documents pertaining to the Company, except as such authorization may be modified or restricted by the Board of Managers and subject to such approvals as may be required under this Agreement or the Act by the Members or the Board of Managers. As of the effective date of this Agreement, Philip T. Inglima is the duly appointed Chair of the Board.

(b) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Company and shall exercise general supervision over the conduct of the Company's affairs and direct the day-to-day operations of the Company, subject to the direction and authority of the Chair of the Board and the Board of Managers. The Chief Executive Officer shall be authorized to execute on behalf of the Company any and all contracts, subcontracts, purchase orders, leases, bonds, insurance policies, bills of sale and other instruments or documents pertaining to the Company, except as such authorization may be modified or restricted by the Board of Managers and subject to such approvals as may be required under this Agreement or the Act by the Members or the Board of Managers. As of the effective date of this Agreement, Robert Holleyman is the duly appointed Chief Executive Officer.

(c) President. The President shall make recommendations to the Chief Executive Officer on all day-to-day operations of the Company which would normally be reserved for the final executive responsibility of the Chief Executive Officer. The President shall also perform such duties and have such powers as shall be designated by the Board of Managers. The position of President and Chief Executive Officer may be held by the same person. As of the effective date of this Agreement, Robert Holleyman is the duly appointed President.

(d) Secretary. The Secretary shall keep the minutes of the meetings of the Board and of the Members in appropriate books. The Secretary shall also keep a record of all actions taken, with or without a meeting by the Members, the Board or any committee of the Board. The Secretary shall attend to the giving of notice of meetings of the Board and the Members. The Secretary shall be custodian of the records of the Company and shall keep a record of the Members containing the names of all Members, their places of residence, the interests held by each and the dates when each became an owner of record. The Secretary shall keep a record of all written communications to Members generally within the past three (3) years. The Secretary shall keep all records open for inspection, during usual business hours, within the limits prescribed by the Act. At the request of a person entitled to an inspection thereof, the Secretary shall prepare and make available a current list of the officers and Managers of the Company and their business addresses. The Secretary shall perform all the other duties incident to the office of Secretary. As of the effective date of this Agreement, Chahira Solh is the duly appointed Secretary.

(e) Treasurer. The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Company, and shall deposit funds and securities in the name of the Company in such banks or safe deposit companies as the Board may designate, and shall perform all such other duties incident to the office of Treasurer. As of the effective date of this Agreement, John Oliverio is the duly appointed Treasurer.

(f) Other Officers. The other officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Board of Managers and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Managers.

8.4 Tenure of Officers. The officers of the Company shall hold office until their respective successors are appointed and qualified, except in case of their prior resignation, death or removal.

8.5 Resignations; Removals and Vacancies. Any officer of the Company may resign at any time by delivering written notice of his/her resignation to the Board of Managers. Such resignation shall be effective upon the date specified in the written notice or if no time is specified therein, immediately upon its receipt, and unless specified therein, the acceptance of a resignation shall not be necessary to make it effective. The Board of Managers may remove any officer at any time with or without cause, but such removal shall be without prejudice to the contractual rights of such officer, if any. A vacancy, however created, in any office may be filled by the Board of Managers.

ARTICLE IX

Duties and Limitation of Liability of Managers, Members, and Officers; Indemnification

9.1 Duty of Managers. In performing its obligations hereunder, each Manager and officer of the Company shall at all times perform such obligations in good faith and with that level of competence, skill, and prudence as would be employed by the Manager or officer in carrying on activities for his or her own account.

9.2 Duties of Members. The Members shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances; *provided* that a Class A Member shall be entitled to vote and perform such Member's duties in a manner consistent with the interests of such Member when the interests of such Member are not, or may not be, consistent with the interests of the Members as a whole. A Member does not, in any way, guarantee the return of any Members' Capital Contributions or a profit for the Members from the operations of the Company.

9.3 Limitation of Liability. No Manager, officer of the Company or Member shall have any liability by reason of being or having been a Manager, Officer or a Member of the Company. No Manager, officer of the Company or Member shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, willful misconduct, or a wrongful taking by the Manager, officer or Member. No amendment, repeal or modification hereof shall affect this Section 9.3 with respect to any act or omission occurring before the effective date of such amendment, repeal or modification.

9.4 Managers, Members and Officers Have No Exclusive Duty to Company. Except as may otherwise be provided in a Member Services Agreement with respect to a given Class B Member, (i) the Managers, officers of the Company and Members shall not be required to manage the Company as their sole and exclusive function; (ii) they may have other business interests and may engage in other investments or activities in addition to those relating to the Company; (iii) neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other business interests, investments or activities of any Manager, any Member, or any officer, or to the income or proceeds derived therefrom; and (iv) no Manager, Member, or officer shall incur liability to the Company or to any Member solely by reason of engaging in any other business, investment or activity permitted by this Section 9.4.

9.5 Protection of Members, Managers and Officers.

(a) As used in this Section 9.5, the term "Protected Party" refers to the Managers, Members and officers of the Company.

(b) A Protected Party shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Protected Party reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(c) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the Company, to any other Protected Party or to any third party for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a

Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party to the extent permitted by law.

(d) Whenever in this Agreement a Protected Party is permitted or required to make a decision (i) in its “discretion” or under a grant of similar authority or latitude, the Protected Party shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person, or (ii) in its “good faith” or under another express standard, the Protected Party shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

9.6 Indemnification and Insurance.

(a) Right to Indemnification. Each Person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit, proceeding or alternative dispute resolution procedure, whether (i) civil, criminal, administrative, investigative or otherwise, (ii) formal or informal or (iii) by or in the right of the Company, other than a proceeding arising out of a dispute subject to resolution as provided in Section 14.15 (collectively, a “proceeding”), by reason of the fact that he, she or it (or a Person of whom he, she or it is the legal representative) is or was a Manager, Member, officer, employee or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, trustee, employee or agent of another foreign or domestic limited liability company, or of a foreign or domestic corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as such a Manager, Member, officer, employee or agent of the Company or in any other capacity while serving as such other manager, director, officer, partner, trustee, employee or agent, shall be indemnified and held harmless by the Company against all judgments, penalties and fines incurred or paid, and against all expenses (including attorneys’ fees) and settlement amounts reasonably incurred or paid, in connection with any such proceeding; *provided, however*, that there shall be no indemnification of any such Person as to matters in respect of which it shall be finally adjudged in such action that such Person has committed an act of fraud, deceit or willful misconduct or has engaged in a wrongful taking. Until such time as such a final judgment has been entered, a Person shall be presumed to be entitled to be indemnified and held harmless under this Section 9.6(a).

(b) Advancement of Expenses. The right to indemnification conferred in this Section 9.6 shall include the right to require the Company to pay the expenses (including attorneys’ fees) reasonably incurred in defending any such proceeding in advance of its final disposition, *provided, however*, that, if the Board so determines, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Company of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall be finally determined that such indemnitee is not entitled to be indemnified for such expenses under Section 9.6(a) or otherwise.

(c) Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Section 9.6 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, any provision of this Agreement or of any contract, agreement, or insurance policy or arrangement, or any vote of the Members, or

otherwise. The Board is expressly authorized to adopt and enter into indemnification agreements for the Managers, the Members and officers of the Company.

(d) Insurance. The Board of Managers may cause the Company to purchase and maintain insurance on behalf of any Person who is or was or has agreed to become a Manager, officer, employee or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, partner, trustee, employee or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against any liability asserted against such Person and incurred in any such capacity or arising out of such status, whether or not the Company would have the power to indemnify such Person.

(e) Effect of Amendment. No amendment, repeal or modification of this Section 9.6 shall adversely affect any right or protection provided hereby with respect to any act or omission occurring prior to the date when such amendment, repeal or modification became effective.

ARTICLE X

Transferability; Withdrawal and Termination/Expulsion

10.1 Transferability. A Member shall not have the right to:

(a) Sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration all or any part of his/her/its Membership Interests, or

(b) Gift or otherwise transfer for no consideration (whether or not by operation of law) all or part of its Membership Interests.

10.2 Voluntary Withdrawal. Subject, in the case of a Class B Member, to the terms of any Member Services Agreement to which he or she is a party, any Member may dissociate from the Company upon at least ninety (90) days' prior written notice given to the Board, unless the Board waives such notice or accepts a shorter notice. Any such withdrawal shall be effective at the end of the third (3rd) full calendar month after such notice is delivered or such subsequent calendar month as is specified in such notice, unless the Board approves in writing some other effective date. Upon the effective date of withdrawal, all of the withdrawing Member's Membership Interests in the Company shall terminate, and such party thereafter shall cease to be a Member.

10.3 Death. The death of a Class B Member shall immediately terminate all his or her Membership Interests in the Company, and such party thereafter shall cease to be a Member.

10.4 Permanent Disability. The determination by the Board that a Class B Member is permanently disabled shall terminate all his or her Membership Interests in the Company. Any such determination shall be subject to the terms of any Member Services Agreement to which such Class B Member is a party. As of the time of such determination, such Class B Member shall no longer be a Member and shall no longer have any duties to perform with respect to any professional employment of the Company, nor shall such Class B Member be privileged to perform any services in any such matter.

10.5 Termination and Expulsion of Class B Members. Any Class B Member may be terminated and expelled as a Member, with or without determination of any cause therefor, at the discretion of the Board. Upon such termination and expulsion, the Class B Member so terminated and expelled shall no longer be a Member; and subject to the provisions of any Member Services Agreement to which he or she is a party, such Class B Member (i) shall have no right or interest thereafter in the Company or any of its assets, clientele, files, records or affairs, and (ii) shall have no further professional duties to the Company or, through the Company, to any of its clients. Unless the Board specifies otherwise, such terminated and expelled Class B Member shall immediately remove himself or herself and his or her personal effects from the Company's offices.

10.6 Payments in Event of Departure of Class B Member. A Class B Member whose membership is terminated because of voluntary withdrawal, death, disability, termination and expulsion or on any other basis (i) shall be paid his or her undistributed earnings and compensation (as determined pursuant to Section 12.2) accrued through the date of termination, (ii) shall have his or her previously unreturned Capital Contribution distributed to him or her without interest not later than six (6) months following the date of termination, and (iii) shall be entitled to such other payments, if any, as may be required under the terms of any Member Services Agreement to which he or she is a party.

10.7 Payments in Event of Departure of Class A Member. A Class A Member whose membership is terminated because of voluntary withdrawal or on any other basis (i) shall receive the undistributed share of its applicable participation in the annual earnings of the Company for each fiscal year up to and including the year in which such termination occurs, and (ii) shall have its previously unreturned Capital Contribution distributed to it without interest not later than six (6) months following the date of termination; *provided, however*, that if its membership terminates prior to the end of a fiscal year, such Class A Member's participation in the earnings of the Company for such partial year shall be computed by multiplying the participation such Class A Member would have received for such fiscal year if its membership had not terminated by a fraction having as its numerator the number of days of such fiscal year elapsed to the date of such termination and as its denominator 365.

10.8 Full Settlement. The payments made as provided in Section 10.6 in the case of a Class B Member and Section 10.7 in the case of a Class A Member shall be in full settlement and discharge of any and all rights and claims of such Member in and to any and all assets of the Company and under this Agreement.

ARTICLE XI

Additional Members

With the approval of the Class A Members in accordance with Section 6.4, the Board may cause the Company to issue additional Membership Interests at any time or from time to time to any Person who may be a Member or to other Persons and to admit them to the Company as additional Members.

ARTICLE XII

Compensation of Members; Allocations of Profits and Losses; Distributions

12.1 Class A Members. All of the Company's profits and losses, after deduction of amounts owing to Class B Partners pursuant to Section 12.2, shall be allocated to the Class A Members. If there is more than one Class A Member, the Board of Managers shall determine, and may from time to time modify, the share (expressed as a percentage interest) of each and all Class A Members in the annual earnings of the Company.

12.2 Class B Members. Subject to terms of any Member Services Agreement to which such Class B Member is a party, the Board shall determine, and may from time to time modify, the compensation of each Class B Member, which compensation shall be established on the basis of a fixed dollar amount set by the Board, or on such other basis as the Board may determine. Such determination of the Board shall be final and binding, and may be set forth in a Member Services Agreement.

12.3 Distributions. Subject to the terms of any Member Services Agreements, the Board of Managers in its discretion shall determine the time and manner of distribution to the Members of the annual earnings of the firm for each fiscal year.

ARTICLE XIII

Dissolution and Termination

13.1 Dissolution. The Company shall be dissolved and shall terminate and wind up its affairs upon (a) the vote of the Board of Managers to dissolve, wind up and liquidate the Company, or (b) such time as dissolution is required under the Act. Upon the dissolution of the Company, the Board shall promptly notify the Members of the dissolution.

13.2 Winding Up, Liquidation, and Distribution of Assets. Following an event giving rise to dissolution of the Company pursuant to Section 13.1, the Board of Managers shall immediately proceed to wind up the affairs of the Company. The business affairs of the Company, in the event of the dissolution of the Company, shall be wound up and liquidated as promptly as business circumstances and orderly business practices will permit. The net assets and the proceeds of the liquidation shall be applied in the following order:

(a) to creditors, including Members and Managers who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities to Members for distributions and compensation;

(b) to the payment to the Class B Members of their right to receive their undistributed earnings and compensation (as determined pursuant to Section 12.2), if any, from the Company accrued through the date of dissolution of the Company or such later date as may be established by the Board on a case by case basis;

(c) to the distribution to each of the Members of his/her/its Capital Contributions to the Company, if any, to the extent not previously returned to such Member and

(d) to the distribution to Class A Members (computed on the basis of their respective percentage participations, if any, at the date of termination of the firm) of all the remaining net assets and proceeds.

13.3 Certificate of Cancellation. When all debts, liabilities, and obligations have been paid and discharged or provisions have been made therefor in accordance with the Act and all of the remaining property and assets have been distributed to the Members, a certificate of cancellation shall be executed in the manner set forth in the Act and filed with the Secretary of State of the State of Delaware. Upon the filing of the certificate of cancellation, the existence of the Company shall terminate and the Certificate shall be deemed canceled, except for the purpose of suits, other proceedings, and appropriate action as provided in the Act. The Board of Managers shall have authority to convey or distribute any Company property discovered after termination and take any other action as may be necessary or appropriate on behalf of and in the name of the Company.

13.4 Return of Contribution; Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, the Members shall have no recourse against the Managers or any other Member, except to the extent any other Member has an unsatisfied obligation to make Capital Contributions to the Company pursuant to Section 4.1.

ARTICLE XIV

Miscellaneous Provisions

14.1 Entire Agreement. This Agreement, together with the Exhibit hereto, constitute the entire agreement relating to the subject matter hereof and supersedes all prior contracts or agreements, whether oral or written, relating to such subject matter.

14.2 Further Assurances. At any time and from time to time after the date of this Agreement, each Member will, upon request of the Board of Managers, perform, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required to effect or evidence the transactions contemplated hereby or to comply with any laws, rules or regulations.

14.3 Amendment or Termination of this Agreement. This Agreement may not be amended, modified or terminated except by a signed writing duly executed by the Company, all Class A Members and a majority of the Class B Members, if any.

14.4 Assignment. No party to this Agreement may assign, delegate, license or convey, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the other party to this Agreement.

14.5 Notice. All notices and other communications made under this Agreement shall be in writing and shall be deemed to have been given (i) on the date of delivery, if personally delivered to the intended recipient, (ii) on the date of delivery, if delivered by facsimile or electronic mail and receipt by the intended recipient is confirmed by telephone or electronic mail, (iii) one (1) day

after mailing by overnight courier, if overnight delivery is requested by the sender and confirmed by the courier, or (iv) five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, in all cases addressed as follows:

If to the Company:

Crowell & Moring International, LLC
1001 Pennsylvania Avenue, N.W.
Washington, DC 20004
Attn: Chair of the Board and President

If to any Member, at the address set forth next to such Members name on Exhibit A hereto:

From time to time any party may designate a new address or facsimile number for the purpose of notice hereunder by notice to the other parties in accordance with the provisions of this Section 14.5.

14.6 Waiver. Waiver of any term or condition of this Agreement shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition, of this Agreement.

14.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its doctrine of conflict of laws.

14.8 Signatures. For purposes of this Agreement, signatures may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method, and any such signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14.9 Limitation on Rights of Others. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the parties hereto and their respective legal representatives, and permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions contained herein, as a third party beneficiary or otherwise. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any other third party. Except and only to the extent provided by applicable law, no such creditor or other third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

14.10 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.11 Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties

hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors, and assigns.

14.12 Rules of Construction. Unless the context otherwise requires:

- (a) a defined term has the meaning assigned to it;
- (b) “or” is not exclusive;
- (c) references in the singular or to “him,” “her,” “it,” “itself,” or other like references, and references in the plural, the feminine or masculine, as the case may be, shall also, when the context so requires, be deemed to include the plural, the singular, the masculine or the feminine reference, as the case may be;
- (d) references to Articles and Sections shall refer to articles and sections of this Agreement, unless otherwise specified;
- (e) the headings in this Agreement are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof; and
- (f) this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party or parties that drafted or caused this Agreement to be drafted.

14.13 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the Property of the Company.

14.14 Effect of Waiver or Consent. No waiver or consent, express or implied, by the Company or any party to or of any breach or default by the Company or any party in the performance by the Company or such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Company or such party of the same or any other obligations of the Company or such party hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. Failure on the part of the Company or a party to complain of any act of any party or to declare the Company or any party in default, irrespective of how long such failure continues, shall not constitute a waiver by the Company or such party of its rights hereunder until the applicable statute of limitation period has run.

14.15 Arbitration.

(a) In the event that any dispute arises between or among the parties to this Agreement, or between one or more such parties and the Company, pertaining to the subject matter of this Agreement, and the parties to the dispute are unable to resolve such dispute within a reasonable time through negotiations, such dispute shall be resolved by arbitration. Any party to the dispute may submit the matter to arbitration by written notice to that effect. If within 15 days after the election of one of the parties to the dispute to submit the matter to arbitration the parties

have not agreed on the identification of a single arbitrator to resolve the dispute, the arbitrator shall be designated by the American Arbitration Association in Washington, DC. If the arbitrator becomes disabled, resigns or is otherwise unable to discharge the arbitrator's duties, the arbitrator's successor shall be appointed in the same manner as the arbitrator was appointed.

(b) The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that:

- (i) the arbitration shall take place in Washington, DC;
- (ii) the arbitrator shall not have authority to award punitive or treble damages; and
- (iii) the parties to the dispute share equally all costs (other than costs incurred by the parties themselves) related to the arbitration, including the reasonable fees and expenses of the arbitrator.

(c) Any determination of the arbitrator shall be binding and conclusive upon the parties. Application may be made by any party to any court having jurisdiction thereof for judicial confirmation of any determination by the arbitrator, as the case may be, and for an order of enforcement of any such decision.

14.16 Authorization and Enforceability. Each Member represents and warrants to each of the other Members that this Agreement has been duly authorized, executed and delivered by that Member and constitutes a valid and legally binding agreement of that Member, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization and similar laws and to general equity principles.

14.17 Confidentiality. No Member shall use or disclose to third parties any of the Company's trade secrets or other confidential information. The term "trade secrets or other confidential information" includes, by way of example, matters of a technical nature, such as scientific, trade and engineering secrets, "know-how," data, technical information, formulae, secret processes or machines, inventions, computer programs (including documentation of such programs) and research projects, and matters of a business nature, such as proprietary information about costs, profits, markets, sales, lists of customers or prospective customers, and other information of a similar nature to the extent not available to the public, and plans for future development. After termination of affiliation with the Company, no Member shall use or disclose trade secrets or other confidential information unless such information becomes a part of the public domain other than through a breach of this Agreement or is disclosed to the Member by a third party who is entitled to receive and disclose such information.

14.18 Public Announcements. Except as may be required by law, none of the parties shall make any public announcement or filing with respect to the transactions provided for herein without the prior consent of the other parties hereto.

14.19 Effect of Agreement; Severability and Reformation. It is the express intention of the Members that, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to the Code or the Treasury Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern the relations among the Members, the

Managers and the Company. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the extent permitted by law; (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances or (ii) in any other jurisdiction; and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the least degree possible in order to make this Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to make valid any provision of this Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. To the extent any provision of this Agreement is held invalid or unenforceable, the Members shall negotiate, in good faith, concerning an amendment to this Agreement that will achieve, to the extent possible consistent with applicable law, the intended effect of the invalid or unenforceable provision.

14.20 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered, all as of the day and year first above written.

CROWELL & MORING LLP

By: 
Philip T. Inglima, Chair

Acknowledged and Accepted:

CROWELL & MORING INTERNATIONAL, LLC


By: 
Philip T. Inglima, Chair of the Board

Exhibit A**MEMBERS**

| <u>Name and Address</u> | <u>Initial Capital Contribution</u> | <u>Class A Membership Interests</u> | <u>Class B Non-Voting Membership Interests</u> |
|---|---|-------------------------------------|--|
| Crowell & Moring LLP 1001 Pennsylvania Avenue, NW Washington DC 20004 Attn: Chairman | To be based on the Gross Asset Value of the assets deemed to have been contributed by C&M LLP in connection with the conversion of Crowell & Moring International, Inc. into the Company on 12/31/2015. | 100 | 0 |