November 29, 2023

Third Amended and Restated Limited Liability Partnership Agreement
of Harris, St. Laurent & Wechsler LLP

This Third Amended and Restated Limited Liability Partnership Agreement (this "Agreement") is intended to govern the management of a law firm, Harris, St. Laurent & Wechsler LLP (the "Firm" or the "Partnership"). This Agreement is entered into by the Firm and the Equity Members listed on Schedule A, shall be effective as of January 1, 2022, and supersedes and replaces the Partnership Agreement of Harris, O'Brien, St. Laurent & Houghteling LLP effective as of February 1, 2013, including, without limitation, any modifications or amendments of any kind entered into subsequently. The Firm, the Equity Members, and any Additional Equity Members who execute this Agreement shall be bound by the terms and conditions contained herein, as this Agreement may from time to time be amended consistent with Section 2.4(k).

Capitalized terms used in this Agreement have the meanings specified in Article 11 or elsewhere in this Agreement. In referring to provisions of the Code or Treasury Regulations, it is intended that the terms "partner" and "partnership" (or variations thereof) appearing therein shall be read, respectively, as Equity Member or Firm (or variations thereof).

Article 1
Organizational Matters

1.1 Registration. The Firm has been registered as a New York limited liability partnership in accordance with Section 121-1500(a) of the Partnership Law. The Equity Members hereby ratify the registration of the Firm under the name "Harris St. Laurent & Wechsler LLP" as a limited liability partnership. The Firm may change the name of the Partnership from time to time upon approval of a Super Majority in Interest. The Firm may register the Partnership and form subsidiaries or affiliated entities as required or desirable under the laws of other jurisdictions where the Firm maintains offices or conducts business.

1.2 Term. The term of the Firm commenced upon the registration of the Firm under the Partnership Law on May 18, 2009, and shall end upon the dissolution of the Firm.

1.3 Purpose. The purpose of the Firm is to engage in the practice of law with such operations as are customary in the practice of law, and such other lawful acts or activities for which limited liability partnerships may be registered under the Partnership Law and for which the Firm has determined that it is in the best interests of the Partnership to pursue. The Partnership shall possess and may exercise all the powers and privileges granted by the Partnership Law or by any other law, together with any powers incidental thereto, insofar as such powers and privileges are reasonably necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Partnership.

1.4 Principal Office. The principal office of the Firm shall be located at 40 Wall Street, 53rd Floor, New York, NY 10005, or at such other place as the Firm may designate. The Firm may maintain offices at such other place(s) as it deems advisable. The address of the registered office of the Firm

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shall be 40 Wall Street, 53rd Floor, New York, NY 10005 or such other place as the Firm may designate.

1.5. Insurance. The Firm shall maintain professional liability insurance and other insurance sufficient to comply with the Partnership Law and the Rules, and as required by the laws of other jurisdictions where the Firm maintains offices or conducts Firm business, and as otherwise deemed advisable by the Managing Partner after consultation with the Management Committee (as defined in Article 2.2(a)).

Article 2
Management

2.1 Managing Partner.

(a) The Firm shall have a managing partner (the "Managing Partner"). The Managing Partner shall devote so much of his or her time to the affairs of the Partnership as shall be reasonably necessary to fulfill the role. The initial Managing Partner shall be Jonathan Harris ("Harris"). The Managing Partner shall consult periodically with the MC and with the Equity Members. The Managing Partner shall have authority to act on behalf of the Firm with respect to all "day-to-day operating decisions," which shall include all decisions which individually or in a series of closely related decisions involve less than the greater of (a) $400,000 or (b) 2.00% of the prior fiscal year's total Firm Revenue (as defined in Schedule B). Decisions to be made by the Equity Members shall be by a Majority in Interest, unless a different vote is specified by this Agreement. This Agreement is intended to delegate all decision making authority involving the Firm to either the Managing Partner, a Majority in Interest, or a Super Majority in Interest. To the extent any decisions fall outside the scope of those so delegated by this Agreement (including the Schedules to this Agreement) they shall be made by the Managing Partner subject to review and reversal by a Super Majority of the Equity Members.

(b) Harris shall be Managing Partner until such time as he resigns such position, retires from the Firm, suffers a Disability or dies (each a "Departure"), or such time as he is removed as Managing Partner upon the determination by a Super Majority in Interest that such removal is in the best interests of the Firm.

(c) A Managing Partner shall not be disqualified from any vote of the Equity Members by reason of his or her interested status or for any reason other than Disability or death. Upon the Departure or removal of a Managing Partner, a new Managing Partner shall be selected by a Majority in Interest. The term of any new Managing Partner shall be set by the Equity Members and shall not be less than 1 year or greater than 3 years, and may be renewed for successive terms. Any such new Managing Partner may be removed upon their Departure or upon a determination by a Super Majority in Interest that such removal is in the best interests of the Firm.

(d) In addition to any compensation of any kind received by the Managing Partner from the Firm as an Equity Member (e.g. Guaranteed Payments or Distributions), the Managing Partner shall be compensated for work as Managing Partner at a rate recommended by the MC and set by

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the Equity Members and shall be reimbursed for all reasonable out-of-pocket expenses incurred on behalf of the Firm. It is anticipated that the compensation for the Managing Partner shall be targeted at approximately $200,000 per year. The Managing Partner may delegate to any Equity Member, Associated Attorney or employee of the Firm authority to act on behalf of the Firm with respect to specific matters, including executing agreements on behalf of the Firm.

2.2. Management Committee

(a) The Firm shall have a management committee (the "MC") consisting of the Managing Partner and four other Equity Members, Associated Attorneys or Firm employees. The MC is intended to be primarily a consultative and working body that works with the Managing Partner and makes recommendations to the Managing Partner and to the Equity Members. The Managing Partner shall always be a member of the MC and the other initial MC members shall be Andrew St. Laurent, Addy Schmitt, Kim Michael and Yonaton Aronoff, whose terms shall be staggered as follows: Andrew St. Laurent and Addy Schmitt until December 31, 2025; and Kim Michael and Yonaton Aronoff until December 31, 2024. Thereafter, MC members shall have two year terms, and successor members shall be selected by a Majority in Interest. Any Equity Member, Associated Attorney or other Firm employee may be appointed or elected to the MC. There shall be no limit on the number of terms a member of the MC can serve. A member of the MC may resign upon written notice to the other members of the MC, and a member of the MC may be removed by a Super Majority in Interest. In the event of any such resignation, Departure, Dissociation, or removal of an MC Member, a replacement for the remainder of such MC Member's term shall be elected by a Majority in Interest.

(b) The MC shall be a consultative, working and advisory group, not a voting body, with matters requiring a vote under this Agreement being brought to the Equity Members. To the extent this Agreement calls for recommendations by the MC, the MC shall aim for consensus, and if unable to achieve consensus, shall present the issue to the relevant decision making person or body, describing the differing views of the members of the MC. Where this Agreement states that the Managing Partner shall consult with the MC, the Managing Partner shall so consult and may ask the MC for a recommendation, but shall not be required to ask for a recommendation, and it is not expected that there would be a vote of the MC. No MC Member shall be disqualified from participating in MC discussions on any issue because he or she is interested, however, the MC Member must disclose his or her interest.

(c) The Managing Partner, after consultation with the MC, may establish other committees, such as Finance, Hiring, Tax, and/or Contingency case committee(s), either on a temporary or permanent basis, composed of Equity Members, Associated Attorneys, and/or other employees. Such committees shall have power to advise the Managing Partner, the MC, and the Equity Members, it being understood that ultimate control over any action by the Firm will remain with the Equity Members or the Managing Partner as per this Agreement.

2.3. Decisions Requiring Approval By a Majority In Interest and the Managing Partner. The approval of a Majority in Interest and the Managing Partner shall be required for all decisions which individually or in a series of closely related decisions involve the greater of $400,000 or 2%

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of the prior fiscal year's Firm Revenue, including the leasing of real property or the hiring of any individuals making more than $400,000 (or 2% of the prior fiscal year's Net Revenue) per annum; it being understood that a Super Majority of Interests may authorize such decisions without the approval of the Managing Partner (in which case, the Equity Partners may separately vote whether to remove the Managing Partner and elect a new Managing Partner).

2.4 Decisions Requiring Approval By a Super Majority of Interests. The following decisions require approval by a Super Majority in Interest:

(a) The addition of an Equity Member;

(b) The termination of an Equity Member (with or without Cause) or a reduction in the Equity Interest of an Equity Member other than through (i) dilution caused by the addition of a new Equity Member, (ii) the failure of an Equity Member to make a Capital Contribution, or (iii) the failure of an Equity Member to pay amounts due to the Firm when owing;

(c) The removal of the Managing Partner;

(d) A material change in the allocation of Firm Revenue as provided for in Schedule B, but only to the extent such change reduces the allocation to one or more Equity Members below that provided by Schedule B;

(e) The purchase of real property;

(f) Any merger with another law firm or practice, or any change in the name of the Firm:

(g) any assignment for the benefit of creditors, the filing of a voluntary petition in bankruptcy, the appointment of a receiver, or the liquidation, dissolution, or winding up of the Firm;

(h) the entry into any borrowings or incurrence of any indebtedness by the Firm resulting in total borrowings in excess of the greater of $500,000 or 5% of the prior fiscal year's total Firm Revenue;

(i) the making by the Firm of any loan or advance to any Person resulting in total loans or advances being in excess of the greater of $500,000 or 5% of the prior fiscal year's total Firm Revenue; or

(k) any material amendment to this Agreement.

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Article 3
Equity Members, Associated Persons, Capital Accounts; Obligations, Liability

3.1. Equity Members and Associated Persons. The current Equity Members of the Firm are listed on the attached Schedule A, along with their current Equity Interests. The Firm may admit additional persons as Equity Members ("Additional Equity Members"). Additional Equity Members shall agree to the terms of this Agreement. In case of any inconsistency between this Agreement and any other agreement entered into by the Firm with an Equity Member, this Agreement shall control unless specifically stated otherwise in such separate agreement. Schedule A shall be updated periodically to reflect the admission of Additional Equity Members, the Dissociation of any Equity Member(s), and any changes in the Equity Interests of any Equity Member, and such updated schedule shall be distributed to the Equity Members.

3.2. Associated Attorneys. Other attorneys may become associated with the Firm as non-equity or contract Members or Partners, Counsel, Of Counsel, associates or such other titles and positions as the Firm may agree (collectively "Associated Attorneys"). Associated Attorneys, including non-equity or contract Members or Partners, shall not have any rights or obligations under this Agreement except as may be specifically agreed by the Firm in writing with such Associated Attorney.

3.3. Initial Capital Contributions. The Equity Members have made or shall cause to be made their respective Capital Contributions in the amounts and according to the payment schedule reflected on Schedule A, including the required "New Equity Member Initial Capital Contributions". Any Equity Member failing to timely make his or her New Equity Member Initial Capital Contribution in accordance with Schedule A shall forfeit his or her Equity Interest retroactive to January 1, 2022.

3.4 Member Loans / Capital Calls.

(a) In the event the Managing Partner determines, after consultation with the MC and the Equity Members, that a capital call is in the best interests of the Firm (a "Capital Call"), all Equity Members will be given the opportunity to participate in such Capital Call on the same terms *pro rata* based on their Equity Interests. In the event that any Equity Member does not participate in the Capital Call (in whole or in part), the Equity Interests of all the Equity Members shall be adjusted to reflect the Capital Contributions of those Equity Members that do participate in the Capital Call, and to reduce the Equity Interest of any Equity Member failing to make the full pro rata Capital Call.

(b) No Equity Member shall be obligated to fund any loan to the Firm. If the Managing Partner determines that obtaining additional capital is in the best interests of the Firm, the Managing Partner may permit any Equity Member, with disclosure to all Equity Members, to advance all or a portion of the required funds to or on behalf of the Firm. Any such advance will constitute a loan from such Equity Member to the Firm, will bear interest at a lawful rate agreed upon by the advancing Equity Member and by the Managing Partner, will not constitute a Capital

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Contribution (but rather shall be a debt due from the Firm), and shall be repayable in accordance with the agreed terms of the loan.

3.5 Capital Accounts. The Firm shall establish and maintain capital accounts (each, a "Capital Account") for each Equity Member in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv), as may be amended from time to time. No Equity Member shall be entitled to receive any interest on any Capital Contributions or on his or her Capital Account and no such interest shall accrue. Except as otherwise provided in this Agreement, no Partner shall have the right to receive any return of any Capital Contribution. The Managing Partner has discretion to authorize withdrawals from an Equity Member's Capital Account where such Equity Member has a disproportionately large (non pro-rata) Capital Account compared to his or her Equity Interest with disclosure to all Equity Members; provided, however, that no Equity Member shall be entitled to withdraw or receive any part of his or her Capital Account or receive any Distribution except as provided in this Agreement.

3.6 Advances, Guaranteed Payments and Distributions. The Firm shall make Advances, and guaranteed payments to the Equity Members in accordance with the compensation structure set forth on Schedule B, as the same may be updated from time to time. Amounts paid pursuant to this Section 3.6 and Schedule B as guaranteed payments are intended to constitute guaranteed payments within the meaning of Section 707(c) of the Code, shall be treated consistently therewith by the Partnership and all Equity Members, and shall not be treated as Distributions for purposes of computing the Equity Members' Capital Accounts. Distributions shall be made to Equity Members in accordance with the provisions of Article 5 (and Schedule B).

3.7. Duties and Expectations of Equity Members; Adjustments of Equity Interests.

(a) Full time. Subject to such policies for vacations, maternity and paternity leave and such other modified work arrangements as may be in force from time to time, each Equity Member agrees that he or she will devote substantially his or her full time to the Partnership business until the earlier of his or her Retirement, Dissociation, death or Disability, or until the Partnership dissolves. In addition, each Equity Member agrees that, prior to such Equity Member's Dissociation, he or she shall not work for any other firm engaged in the practice of law or compete with the Partnership, and that he or she shall offer all matters that might constitute opportunities for the Partnership to the Partnership.

(b) Expectations of Equity Members. Equity Members are expected to contribute to the Firm both as attorneys and as equity owners in the Firm. As attorneys, Equity Members are expected to follow all applicable ethical considerations and Rules and to comport themselves with the highest standards of the profession. Equity Members are expected to originate legal business, handle client matters professionally and competently, and supervise Associated Attorneys. Equity Members are expected to devote substantial time to the development of his or her practice, the handling of his or her matters, the training of Associated Attorneys and the marketing of his or her practice and the Firm. Equity Members are also expected to devote such time to the management and operations of the Firm as reasonably requested by the MC. Subject to the provisions of this Agreement, each Equity Member is further expected to provide capital to, and invest capital in,

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the Firm when needed. It is the expectation that each Equity Member will substantially more than cover their proportionate cost of running the Firm through the contribution of revenue. To the extent an Equity Member fails to meet these professional or firm expectations, the Managing Partner, after consultation with the MC, is authorized to propose an adjustment in such Equity Member's Equity Interest. Similarly, to the extent an Equity Member fails to substantially practice law full time, the Managing Partner is, after consultation with the MC, authorized to propose an adjustment in such Equity Member's Equity Interest. Any reduction in an Equity Member's Equity Interest pursuant to this Paragraph is subject to approval by a Super Majority in Interest.

(c) Matters. Equity Members shall circulate conflict information and notify the MC and all Associated Attorneys in a reasonable and prompt manner prior to undertaking or performing legal services for any new matter or client, and shall participate as needed in discussions of all new matters. The MC shall advise the Managing Partner whether the Firm shall handle any matter or any client or withdraw from the representation of any matter or client, and whether the Firm shall advance or fund expenses for any matter or client. This shall apply to all matters and clients. Any Equity Member who originates a matter or client that after consultation with the MC, the Managing Partner does not approve shall have the right to have a review of that decision by Equity Members. Such decision may be overturned by a Majority in Interest.

(d) Working Together. Equity Members shall not unreasonably decline to assist in the provision of legal services with respect to a matter or client originated by another Equity Member or Associated Attorney. Equity Members have no obligation to ask other Equity Members, Associated Attorneys or the Firm to participate in opportunities that do not involve the provision of legal services.

(e) Confidential Information.

(i) Client Confidential Information. Equity Members (and Dissociated Members) shall follow, while with the Firm and thereafter, all applicable ethical considerations and Rules governing the handling of confidential client and matter related information, including without limitation, privileged communications, information learned confidentially from Firm clients, and information learned subject to confidentiality orders or otherwise obtained confidentially in the performance of the Firm's services for clients ("Confidential Client Information"). Each Equity Member also agrees, after Dissociation, to make Client Confidential Information immediately available to the Partnership if requested by the Managing Partner, and to the extent permitted by the Rules and all applicable ethical considerations including any legally binding directive from any clients, to make Client Confidential Information immediately available to the Partnership.

(ii) Firm Confidential Information. Equity Members (and Dissociated Members) shall hold confidential, while with the Firm and thereafter, all confidential information relating to the business, affairs or financial condition of the Firm, including without limitation business information, work product, trade secrets, processes or confidences of the Partnership, including the Partnership's attorney-client privilege and accountant-client privilege with its lawyers and accountants and the contents of this Agreement ("Confidential Firm Information"). No Equity Member or Dissociated Member shall, without advance disclosure to the MC and consent of the

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Managing Partner, disclose to any person or entity, including, but not limited to, the press, media or any public body, any Confidential Firm Information. In the event that an Equity Member or Dissociated Member is served with lawful process requiring him or her to make disclosure of Confidential Firm Information, such Equity Member or Dissociated Member will notify the Managing Partner of such process sufficiently in advance for the Firm to have the opportunity to contest such disclosure; provided, however, that nothing contained in this provision shall prevent such Equity Member or Dissociated Member from complying with such process.

(f) Transactions with the Firm. An Equity Member does not violate a duty or obligation to the Firm merely because the Equity Member's conduct furthers his or her own interest. An Equity Member may lend money to and transact other business with the Firm, in which case the rights and obligations of such Equity Member are the same as those of a person who is not a Member of the Firm. No Equity Member shall be disqualified from voting on an issue subject to a vote of the Equity Members because he or she is interested. An Equity Member is, however, obligated to disclose his or her interest prior to any vote.

(g) Actions Regarding Partnership Obligations. Except as provided herein, no Equity Member shall incur, in the Firm's name or on the Firm's behalf (or in the name or on behalf of any other Equity Member), any obligation, make or endorse any note, become a guarantor or surety, or sell, assign, transfer, pledge, mortgage, encumber or otherwise dispose of any of the business or assets of the Firm or the other Equity Members, as the case may be, without the approval of a Super Majority in Interest.

(h) Amounts Due to the Firm. In the event that an Equity Member fails, when due, to reimburse the Firm for any amounts which have been advanced or fails to make when due any other payment owed to the Firm (or otherwise required to be made by such Equity Member to the Firm), then, in addition to any other right or remedy available at law or otherwise, the Managing Partner shall have the right, after consultation with the MC, to (i) setoff the owed amounts from any amounts (including Advances, Guaranteed Payments or Distributions) due to the Equity Member from the Firm, (ii) treat such amounts due as loans at a rate of interest up to the maximum rate allowed by law, or (iii) subject to approval by a Majority in Interest, recommend a reduction in such Equity Member's Equity Percentage.

3.8 Compensation from The Practice of Law and Outside Sources. Except as provided in this Section 3.8, all compensation received by an Equity Member from any source for services of any nature directly related to the practice of law or instruction or teachings pertaining to the practice of law, including without limitation directors' fees and commissions of executors and trustees, honoria, and/or expert witness fees shall, except as may be agreed by the Managing Partner (after consultation with the MC) in special cases, be paid over to the Partnership. An Equity Member shall not be required to pay over to the Partnership any compensation paid to such Equity Member from business ventures, investments, or services unrelated to the practice of law.

3.9 Conflicts of Interest. No Equity Member shall enter into or approve any transaction (other than incur a Discretionary Expense of less than $5,000) or vote on any transaction involving the Firm in which the Equity Member has an interest without first disclosing that interest to the MC

or, if such transaction exceeds $500,000, to the Equity Members. No such contract or transaction shall be void or voidable solely because an Equity Member has an interest, provided that such financial interest was disclosed in advance as required under this Section 3.9.

3.10 Meetings of the Equity Members. Meetings of the Equity Members may be called by the Managing Partner or any group of Equity Members holding collectively 20% or more in Equity Interests, and shall be held at such reasonable place, date and time as the Person(s) calling the meeting shall determine. The Firm shall deliver notice to each Equity Member reasonably in advance, but in any event not less than one day before the date of the meeting. Equity Members may participate by means of video or telephonic conferencing. A quorum shall require the presence of a Majority in Interest, whether in person, by video or telephonic conferencing, or by proxy, except for actions requiring a Super Majority in Interest (in which case a Super Majority will constitute a quorum) or where a larger quorum is required by law; provided that any Equity Member may consent to the transaction of business at a meeting at which he or she is not present. Any matter to be voted on at such meeting shall be decided by the vote of a Majority in Interest, unless the matter is one upon which, by express provision of the Partnership Law or this Agreement, a different vote is required. Any action which could be taken at a meeting can be taken by written or email consent executed by the Equity Members with sufficient votes to approve or ratify such action.

3.11 Board Memberships. Should an Equity Member be appointed to the board of directors of a non-profit organization or a for-profit company, the Equity Member shall notify the MC in advance, so that the MC may assess any impact on the Partnership's professional liability insurance coverage and obtain appropriate insurance approvals or endorsements. After consulting with the MC, the Managing Partner may condition approval on obtaining additional endorsements from the Partnership's insurers, or on the requesting Equity Member, non-profit organization, or for-profit company obtaining and paying for appropriate insurance to protect the Partnership. If the Managing Partner does not approve for any reason other than impact on the Partnership's professional liability insurance coverage, the affected Equity Member may ask the Equity Members to review the decision, and such decision may be overturned by a Majority in Interest.

Article 4
Allocations

4.1 Allocation of Income and Loss. Except to the extent such item is otherwise subject to allocation pursuant to this Article 4, the Firm shall allocate each item of income, gain, loss, deduction and credit to the Equity Members in accordance with their Equity Interests.

4.2. Capital Account Allocation. To the extent not inconsistent with Treasury Regulation Section 1.704-1(b)(2)(iv), the following shall apply: (a) the Capital Account of each Equity Member shall be credited with (i) an amount equal to such Equity Member's cash contributions and the Value of any property contributed to the Firm (net of liabilities assumed by the Firm) and (ii) such Equity Member's share of the Firm's Net Profits (or items thereof); and (b) the Capital Account of each Equity Member shall be debited by (x) the amount of cash Distributions to such Equity Member and the agreed fair market value of property distributed to such Equity Member (net of liabilities

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assumed by such Equity Member and liabilities to which such distributed property is subject) and (y) such Equity Member's share of the Firm's Net Losses (or items thereof); and (c) Capital Accounts shall be adjusted in accordance with Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations to reflect any adjustment to the Value of the assets of the Firm.

4.3. Tax Allocation. In accordance with Code Section 704(c) and the Treasury Regulations thereunder, the items of income, gain, loss, deduction, and credit as determined for federal and other income tax purposes with respect to any property contributed to the capital of the Partnership or any other property whose value is reflected on the books of the Partnership used to calculate the balance in the Capital Accounts at a value that differs from the adjusted tax basis of such property shall, solely for tax purposes, be allocated among the Equity Members so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and the fair market value of such property by applying the traditional method under Treasury Regulation Section 1.704-3(b). Allocations pursuant to this Section 4.3 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, an Equity Member's Capital Account.

4.4 Substantial Economic Effect. It is intended that the allocations pursuant to this Article 4 be made in such manner as will have substantial economic effect or otherwise be in accordance with the Equity Member's interests in the Partnership in accordance with Treasury Regulations Section 1.704-1(b) and 1.704-2. Without limiting the foregoing, the provisions of such Regulations regarding "partner nonrecourse deductions," "nonrecourse deductions," limitations imposed on the deficit balance in an Equity Member's capital account and "qualified income offset," "partnership minimum gain," and "partner nonrecourse debt minimum gain," as such terms are defined in Regulation Sections 1.704-2(i)(2), 1.704-2(b)(1), 1.704-1(b)(2)(ii)(d), 1.704-2(b)(2) and 1.704-2(i)(2), respectively, are incorporated herein by reference, and shall apply to the Equity Members in their capacities as holders of Units for federal income tax purposes.

4.5 Miscellaneous.

(a) For purposes of determining items of income, gain, loss, deduction, and credit allocable to any period, such items shall be determined on a daily, monthly, or other basis, as determined by the Managing Partner using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

(b) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Equity Members in accordance with their Equity Interests.

(c) The Equity Members are aware of the income tax consequences of the allocations made by this Article 4 and hereby agree to be bound by and utilize those allocations as reflected on the information returns of the Partnership in reporting their shares of the Partnership's income and loss for income tax purposes. Each Equity Member agrees to report his or her distributive share of the Partnership's items of income, gain, loss, deduction and credit on his or her separate return in a manner consistent with the reporting of such items by the Partnership.

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Article 5
Distributions

5.1 Distributions Other Than Tax Distributions. Except as set forth in Schedule B or Section 5.2, any Distributions that the Managing Partner may in his or her discretion authorize after consultation with the MC shall be made to the Equity Members in accordance with their respective Equity Interests.

5.2 Tax Distributions. To the extent funds of the Partnership are available for Distribution (as determined by the Managing Partner after consultation with the MC), the Partnership shall distribute to each Equity Member with respect to each fiscal year of the Partnership an amount of cash (a "Tax Distribution") which, in the good faith judgment of the Managing Partner, equals: (a) the amount of taxable income allocable to such Equity Member in respect of such fiscal year multiplied by (b) the combined federal, state and local income tax rate to be applied with respect to such taxable income (adjusted for any relevant factors including, without limitation, the payment of PTET by the Firm) and taking into account the character of such taxable income and the deductibility of state income tax for federal income tax purposes and the applicability of any other federal or state tax, that would be applicable to the Partnership's taxable income. Distributions made pursuant to this Section 5.2 shall be applied against amounts otherwise distributable to the Equity Members.

5.3. Withholding Against Distributions.

(a) The Partnership shall have the right to withhold from any Distribution to an Equity Member the amount of any federal, state, local or foreign tax required by the taxing jurisdiction imposing the same to be withheld from such Distribution, and any amount so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if it had been Distributed to such Equity Member. To the extent that the aggregate of such deemed payments to an Equity Member for any period exceeds the Distributions that such Equity Member would have received for such period but for such withholding, the Partnership shall notify such Equity Member as to the amount of such excess and such Equity Member, within 30 days' of such notice, shall make payment to the Partnership of such amount.

(b) If the Partnership is required under applicable law to withhold or pay any tax or other amount that is specifically attributable to an Equity Member (or the status of an Equity Member), including foreign, federal or state withholding taxes, state personal property taxes, and state unincorporated business taxes, then such Equity Member shall indemnify and reimburse the Partnership for the tax or other amount (including any interest, penalties and expenses associated with such payment). An Equity Member's obligation to indemnify and make contributions to the Partnership under this Section 5.3 shall survive the Equity Member's Dissociation or winding up of the Partnership.

5.4. Limitation Upon Distributions. Notwithstanding any provision in this Agreement to the contrary, the Partnership shall not make any Distribution or payment of any kind to any Equity

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Member if such Distribution or payment would violate the Partnership Law or other applicable law.

Article 6
Restrictions on Transfer; Dissociation

6.1. General Restrictions on Transfers. All rights and interests of an Equity Member are and shall remain personal to such Equity Member. No Equity Member may transfer his or her Equity Interest or any right, title, or interest therein or thereto (including, without limitation, any interest held or claimed by the Equity Member in the Firm's assets, receivables, records, documents, or files), except in accordance with, and as permitted or as required by, this Agreement. Any transfer or attempt to make a transfer of any Equity Interest or any right, title or interest therein in violation of this Agreement shall be null and void ab initio, and the Partnership shall not give effect to any such transfer. Each Equity Member acknowledges the reasonableness of the prohibitions contained in this Agreement in view of the purposes of the Partnership and the relationship of the Equity Members, and agrees that the restrictions on transfer contained herein shall be specifically enforceable.

6.2 Dissociation. Subject to the applicable notice provisions below in this section, an Equity Member shall cease to be an Equity Member (and shall become a "Dissociated Member") upon the occurrence of any of the following:

(a) Death.

(b) Retirement or Disability, with "Retirement" meaning an Equity Member voluntarily stating, in a written notice to the Firm, his or her intention to retire from the practice of law for the foreseeable future; and "Disability" meaning any physical or mental disability within the meaning of any disability income insurance policy maintained by the Firm, or any physical or mental illness, injury, or other incapacitating condition as a result of which an Equity Member is unable to perform, with reasonable accommodation, for a period of one hundred eighty (180) consecutive days, all or some important portion of the duties normally expected of Equity Members, with such condition and the time of commencement of Disability determined by the Managing Partner after consultation with the MC. An affected Equity Member may ask the Equity Partners to review a determination of Disability and such decision may be reversed by a Majority in Interest, but the affected Equity Member may not participate in that vote.

(c) Termination for Cause, with "Cause" meaning (i) a material breach by the Equity Member of this Agreement or any other agreement between the Equity Member and the Firm; (ii) the Equity Member's commission of fraud, dishonesty, embezzlement, or theft against the Firm or a current or former client of the Firm or in connection with any Firm matter or business; (iii) an Equity Member's conviction (or the entry of a plea of *nolo contendere*) for any felony or any crime involving fraud or dishonesty; (iv) the Equity Member's violation in any material respect of any Firm policy that results or could reasonably be expected to result in material injury to the Firm or its reputation; or (v) the disbarment of the Equity Member, or such Equity Member otherwise no longer being licensed to practice law in a State of the United States; in each case, that is not cured

despite being capable of being cured within ten days after written notice thereof from the Managing Partner after consultation with the MC, it being understood that any Retirement or Withdrawal by an Equity Member during such cure period shall be deemed a Termination for Cause. The Managing Partner, after consultation with the MC, may recommend termination of an Equity Member for Cause. Any such recommendation must be approved by a Super Majority in Interest.

(d) An Equity Member's withdrawal from the Firm by written notice, which notice does not state that such Equity Member intends to retire from the practice of law ("Withdraws" or "Withdrawal").

(e) In the event an Equity Member's Interest becomes subject to a charging order or tax lien that is not dismissed or resolved within thirty days after such assessment or attachment, or the filing of a voluntary or involuntary bankruptcy petition by or with respect to such Member, which filing remains in effect for sixty days or more, in each case except as may be agreed to by a vote of a Supermajority in Interest.

(f) Termination of an Equity Member from the Firm without cause, or any other removal of an Equity Member in accordance with this Agreement.

The effective date of Dissociation shall be: in the case of Section 6.2(a) the date of Death; and in the case of Disability, a Termination for Cause, or a Dissociation under 6.2(e) or 6.2(f), as determined by the Managing Partner after consultation with the MC. An Equity Member may Retire or Withdraw upon giving at least sixty (60) days written notice to the MC, and in such case the Date of Dissociation shall be the latter of 60 days from such notice or the actual date of Retirement or Withdrawal, unless an earlier date is determined by Managing Partner.

6.3. Effect of Dissociation. The Dissociated Member's Equity Interest shall be immediately and automatically forfeited upon Dissociation, and such Dissociated Member shall have no further rights as an Equity Member of the Firm, except to receive the amounts provided for in this Article 6.

6.4. Post Dissociation Revenue Share. A Dissociated Member (or his or her estate) shall receive, upon actual collection thereof, that portion of any Net Firm Revenue (as defined in Schedule B) received by the Firm for legal work originated or performed by such Equity Member with respect to any matter prior to the date of such Member's Dissociation, with such payment to be made and allocated in a manner consistent with this Agreement, any other agreement between the Firm and such Dissociated Member, and the terms of Schedule B then in effect (the "Post Dissociation Revenue Share"); provided, however, that there shall be no Post Dissociation Revenue Share due in the case of any Dissociation pursuant to Section 6.2(c) (Cause), Section 6.2(d) (Withdrawal) unless such Withdrawing Equity Member is a Good Leaver, or Section 6.2(e) (charging Lien).

6.5 Post Dissociation Trail. A Dissociated Member (or his or her estate) shall also receive a trail (the "Post Dissociation Trail") with respect to all clients and matters originated by such Equity Member equal to the origination credit on Schedule B for all collected fees for such matters (i) for a period of 18 months following such Dissociation for all hourly or cash fees, and; (ii) for all

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contingent matters, until the conclusion of such matter; provided, however, that there shall be no Post Dissociation Trail in the case of any Dissociation pursuant to Section 6.2(c) (Cause), Section 6.2(d) (Withdrawal), or Section 6.2(e) (charging Lien).

6.6 Post Dissociation Profit Share. Dissociated Member (or his or her estate) shall also be eligible to receive, in the discretion of the Managing Partner after consultation with the MC, a payment in an amount up to such Dissociated Member's share of the Firm's Net Profits for the fiscal year in which Dissociation takes place based on such Dissociated Member's Equity Interest, pro-rated for the number of days such person worked for Firm during such year ("Post Dissociation Profit Share"). There shall be no entitlement to any such payment, and any such payment shall be entirely discretionary, provided the Managing Partner (unless authorized by a Super Majority in Interest) shall not have discretion to award any Post Dissociation Profit Share in the case of any Dissociation pursuant to Section 6.2(c) (cause), Section 6.2(d) (Withdrawal), or Section 6.2(e) (charging Lien).

6.7 Post Dissociation Redemption of Equity Interest and Return of Capital Account. With respect to any Equity Member who Dissociates from the Firm, all of such Equity Member's Equity Interest shall be forfeited (as set forth in Section 6.3) and redeemed by the Firm by operation of this Agreement and without the necessity for any notice, the payment of any redemption price or the return of any Capital Account, except as set forth in this Section 6.7.

(a) Death. The Partnership may purchase insurance on the life of any Equity Member (each such Equity Member, an "Insured Member" and each such policy, a "Life Policy") as determined by the Managing Partner after consultation with the MC. The Partnership currently holds term life insurance policies on Jonathan Harris and Andrew St. Laurent. If an Equity Member dies (a "Deceased Equity Member"), then all of such Deceased Equity Member's Equity Interest shall be redeemed by the Firm at a price (the "Deceased Member Redemption Price") equal to (i) such Deceased Equity Member's Capital Account (calculated as of the date of death) plus (ii) the after tax proceeds collected by the Firm on any Life Policies on such Equity Member. The closing shall be held within sixty days after the date on which the legal representative of the deceased Member's estate is qualified. At such closing, the estate shall certify that the Deceased Member's Equity Interest is free and clear of any Liens (other than those arising hereunder) and that such estate is the beneficial owner of the Equity Interest, and all parties shall execute such additional documents as are necessary or appropriate to consummate such transaction. Payments to be made by the Firm pursuant to (x) Section 6.7(a)(i) may be made over the course of up to a year, in equal quarterly payments in the discretion of the Managing Partner; and (y) Section 6.7(a)(ii) shall be made within 15 days after receipt by the Partnership of any proceeds under the Life Policies.

(b) Retirement, Disability, or Withdrawal as a Good Leaver. If an Equity Member Retires, suffers a Disability, Withdraws as a Good Leaver, or is terminated without Cause, such Equity Member's Interest shall be redeemed by the Firm at a price equal to such Equity Member's Capital Account as of the date of Retirement, Disability, Withdrawal or Termination. The closing shall be held within sixty days after such date. At such closing, the Equity Member shall certify in writing that the Equity Interest is free and clear of any Liens (other than those arising hereunder) and that he or she is the beneficial owner of such Equity Interest, and all parties to the transaction shall execute such additional documents as are necessary or appropriate to consummate such

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transaction. The Managing Partner may elect to have the Firm make the payments under this Section 6.7(b) over a period of up to 1 year, in equal quarterly payments.

(c) Terminations for Cause and Withdrawals Other than As a Good Leaver. Equity Members who are Terminated for Cause or who Withdraw other than as a Good Leaver shall forfeit their Equity Interests (under Section 6.3) and be entitled to no payments for their equity interest or otherwise under this Article 6; provided, however, that (i) to the extent such Equity Member has a positive Capital Account on the date of Dissociation and such Equity Member's total Capital Contributions to the Firm as an Equity Member exceed the total amount of Distributions they have received from the Firm as an Equity Member ("Excess Capital Contributions"), the Firm shall return such Excess Capital Contributions up to an amount not to exceed such Dissociated Member's Capital Account); and (ii) to the extent such Equity Member has a negative Capital Account on the date of Dissociation, an amount equal to said capital deficit shall be an obligation to be repaid to the Firm by such Dissociated Member within 30 days of Dissociation. The Managing Partner may elect to have the Firm make any payments under this Section 6.7(c) over a period of up to 3 years, in equal quarterly payments. In order to be eligible for any such payments the Dissociated Member shall certify in writing that Equity Interest is free and clear of any Liens (other than those arising hereunder) and that he or she is the beneficial owner of such Equity Interest, and all parties to the transaction shall execute such additional documents as are necessary or appropriate to consummate such transaction.

6.8 Good Leaver. "Good Leaver" shall mean an Equity Member who gave the Firm at least 60 days' notice of his or her Withdrawal and who, in the reasonable judgment of the Managing Partner after consultation with the MC, has withdrawn from the Firm in a professional manner that does not cause harm to the Firm, including not soliciting clients prior to such Withdrawal, and fully cooperating with and assisting the Firm in a transition of his or her clients and matters and the collection of receivables. A decision by the Managing Partner that the Dissociated Member was not a Good Leaver may, at the request of such Dissociated Member, be reviewed by the Equity Members and reversed by a Majority in Interest (with the withdrawing Member not entitled to vote).

6.9 Offsets. Notwithstanding a Dissociation, a Dissociated Member shall remain liable for all amounts due to the Firm, and shall remain liable to the Firm and the other Equity Members for such Dissociated Member's pro rata share of all Partnership liabilities incurred prior to the date of Dissociation. In addition to any other remedies the Firm may possess, any payments due to a Dissociated Member (including any payments due under any provision of this Article 6) may be conditioned by the Firm, at any time, upon receipt of a general release in a form reasonably satisfactory to the Firm, and any amounts due to a Dissociated Member may be offset or withheld by the Firm against: (i) amounts due from the Dissociated Member to the Firm; (ii) uncollected receivables or unreimbursed expenses on matters originated or managed by the Dissociated Member, and (iii) the amount of any Deficit Capital Balance in the Capital Account of the Dissociated Member at the time of Dissociation. In making any determination with respect to Section 6.9(ii), the Managing Partner, in consultation with the MC, may consider whether the Dissociated Member has taken actions to assist with (or interfere with) the Firm's efforts to collect any uncollected receivables. In the event a Dissociated Member receives payment of a fee or

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expenses, including a contingent fee or expenses, for work done in whole or in part at the Firm, the Dissociated Member shall turn over the Firm an equitable portion of such fees. In addition, in the event a Dissociated Member receives payment(s) for legal services from a client (or former client) of the Firm while such client (or former client) owes the Firm money related to services performed prior to the time of Dissociation, the Dissociated Member shall turn over such payment(s) to the Firm until the Firm has received full payment of the amounts owed by the client (or former client).

Article 7
Tax Matters; Access to Books, Records and Inspection

7.1 Tax Matters Partner / Partnership Representative.

(a) The Managing Partner shall act as the "partnership representative" as defined in Section 6223 of the Code, as amended by the Bi-partisan Budget Act of 2015 (the "Partnership Representative"), unless and until a successor is nominated by the Managing Partner and approved by a Majority in Interest. In such capacity, the Partnership Representative shall have all of the rights, authority, and power, and shall be subject to all of the regulations of, a partnership representative to the extent provided in the Code and the Treasury Regulations. If any foreign, state, or local tax law provides for a tax matters partner or person having similar rights, powers, authority, or obligations, the Partnership Representative shall also serve in such capacity.

(b) The Partnership Representative shall have authority in his or her reasonable discretion to make decisions regarding tax matters, provided, however, that the Partnership Representative shall not (i) settle any material tax matter or agree to the extension of the statute of limitations for making a material assessment on behalf of the Partnership without first consulting with the MC and obtaining the consent of a Majority in Interest, or (ii) to the extent the Partnership Representative is acting as the tax matters partner within the meaning of the Code, bind any other Equity Member to a settlement agreement in tax audits without obtaining the concurrence of such Equity Member.

(c) As to any taxable year for which the Partnership is subject to an IRS audit, in the case of any adjustment to the Partnership's income, gain, loss, deduction or credit, unless a Majority in Interest determines otherwise and to the extent permitted by applicable law, the Partnership Representative shall use the procedures described in Section 6226 of the Code, and no Equity Member shall prevent the use of such procedures.

7.2 Other Tax Matters

(a) No Equity Member shall file a notice with the IRS in connection with such Equity Member's intention to treat an item on such Equity Member's U.S. federal income tax return in a manner that is inconsistent with the treatment of such item on the Partnership's U.S. federal income tax return, unless such Equity Member has, not less than thirty (30) days prior to the filing of such notice, provided the Partnership with a copy of the notice and thereafter in a timely manner provides such other information related thereto as the MC or Managing Partner shall request.

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(b) All tax and accounting matters not specifically and expressly provided for by the terms of this Agreement shall be determined by the Managing Partner.

(c) The fiscal year of the Partnership shall end on December 31. Following each fiscal year, as soon as reasonably practicable after receipt of all necessary information by the Partnership, the Partnership shall prepare or cause the Partnership's accountants to prepare and send to each Equity Member and, to the extent necessary, to each Dissociated Member (or his or her legal representative), such information as shall enable such Equity Member to prepare his or her respective federal, state, and local income tax returns in accordance with the laws, rules and regulations then prevailing.

(d) The Equity Members shall each timely file by the required due date (including any extensions) their required federal, state, and local income tax returns.

7.3 Books and Records, Inspection. The Firm shall maintain materially true and correct books of account with respect to the operations of the Partnership. Subject to any reasonable conditions that the Managing Partner deems necessary to protect to the interests of the Partnership, the Partnership will permit any then current Equity Member to examine the Firms books and records for the time period for which such Person has been an Equity Member. For the avoidance of doubt, this right to inspection only extends to Persons who are Equity Members as the time of the request, and does not extend to the inspection of books and record for periods prior to the date on which such Person became an Equity Member. Any such inspection may only be carried out by the requesting Equity Member for a proper purpose, on reasonable notice, at a reasonable location and for a reasonable time. Such inspection may be carried out by the Equity Member or a duly authorized representative. Any Equity Member or duly authorized representative who examines the Partnership's books and records shall take all necessary steps to ensure the strict confidentiality of the books and records and the confidentiality of any copies or excerpts of such records, and shall indemnify the Partnership for any losses or damages that the Partnership may suffer as a result of the Equity Member disclosing such books and records, including any attorney fees and costs that the Partnership incurs as a result of such breach of confidentiality.

Article 8
Liability, Exculpation, Indemnification

8.1. No Liability of Partners. Except as otherwise required by the Partnership Law, no Equity Member, solely by reason of being an Equity Member, shall be liable, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Partnership, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Equity Member. The failure of the Partnership to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Partnership Law shall not be grounds for imposing liability on any Equity Member for liabilities of the Partnership.

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8.2 Managing Partner and Management Committee. Neither the Managing Partner nor any MC Member, in his or her capacity as such, shall have any duty to the Firm or any Equity Member except as expressly set forth herein or in other written agreements to which such Person is a party. To the maximum extent permitted by applicable law, the Partnership and each Equity Member hereby waives any claim or cause of action against the Managing Partner and any MC Member (in his or her capacity as such) for any breach of any fiduciary duty to the Firm or the Equity Members by any such Person, including, without limitation, as may result from a conflict of interest between the Firm or its Equity Members and such Person or otherwise; provided, however, that with respect to actions or omissions by such Person in their Managing Partner or MC capacity, such waiver shall not apply to the extent the act or omission was attributable to such Person's failure to disclose a conflict of interest, gross negligence, fraud, bad faith, or intentional misconduct, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected).

8.3. Indemnification and Advancement.

(a) Subject to the limitations and conditions set forth in this Section, each Equity Member who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or arbitrative (each, a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that such Equity Member is or was an Equity Member (or Managing Partner or member of the MC) shall be indemnified by the Firm against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, reasonable attorneys' and experts' fees) actually incurred by such Person in connection with such Proceeding, appeal, inquiry or investigation (each, a "Loss"), provided (i) that such Person acted in good faith and in a manner he or she believed to be in, or not opposed to, the best interests of the Firm, and (ii) that such Loss shall not have been the result of gross negligence, fraud or intentional misconduct by such Person.

(b) The right to indemnification conferred in this Section shall include the right to be paid or reimbursed by the Firm for the reasonable expenses incurred by an Equity Member entitled to be indemnified under Section 8.3(a) who was, is, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, the payment of such expenses incurred by any such Equity Member in advance of the final disposition of a Proceeding shall be made only upon delivery to the Firm of a written affirmation by such Equity Member of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under Section 8.3, and a written undertaking by such Equity Member to repay all amounts so advanced if it shall ultimately be determined that such indemnified Equity Member is not entitled to be indemnified under this Section or otherwise.

(c) Notwithstanding any other provision of this Agreement, the Firm's indemnification and advancement obligations under Section 8.3 (or under any statute or Rule) do not apply to any

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Proceedings between the Firm and an Equity Member, or between two or more Equity Members, including claims or counterclaims of any nature (i) brought by an Equity Member against the Firm (including, without limitation, any of its affiliates, Associated Attorneys or employees) or another Equity Member, or (ii) brought by the Firm against an Equity Member, or (iii) brought by an Equity Member against another Equity Member.

8.4 Equity Member's Personal Debts. In order to protect the property and assets of the Firm from any claim against any Equity Member for personal debts owed by such Equity Member, each Equity Member shall timely pay all debts owing by such Equity Member and hereby indemnifies and holds harmless the Firm from any claim, loss or expense that the Firm may suffer arising out of or relating to any personal debts of such Equity Member.

Article 9
Dissolution

9.1 Dissolution of the Partnership. The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) the sale or other disposition of all or substantially all of the assets of the Partnership;

(b) the approval of the Managing Partner and a Supermajority in Interest of the Equity Members; or

(c) upon the entry of decree of judicial dissolution under the Partnership Law.

The death, Retirement, resignation, expulsion, bankruptcy or dissolution of any Equity Member, including the Managing Partner, or the occurrence of any event that terminates the continued partnership of an Equity Member in the Partnership, shall not in and of itself cause a dissolution of the Partnership.

9.2 Winding Up, Liquidation and Distribution of Assets Upon Dissolution of the Partnership.

(a) Upon dissolution of the Partnership, an accounting shall be made of the accounts of the Partnership from the date of the last previous accounting until the date of such termination, and the Managing Partner (or a designee appointed by the Managing Partner) shall proceed to wind up the affairs of the Partnership. In connection therewith, the Managing Partner shall:

(i) Sell or otherwise liquidate all of the assets of the Partnership as promptly as practicable (except to the extent the Managing Partner may determine to distribute any assets to the Equity Members in kind);

(ii) Allocate each item of income, gain, loss, deduction, or credit resulting from such sales to the respective Capital Accounts of the Equity Members;

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(iii) Satisfy, by payment or the establishment of reasonable reserves for any remaining contingent or unforeseen liabilities not otherwise provided for, all liabilities of the Partnership, including all expenses of liquidation and winding up, and all liabilities to Equity Members who are creditors, other than liabilities to Equity Members for Distributions (for purposes of determining the Capital Accounts of the Equity Members, the amounts of any reserves created in connection with the liquidation shall be deemed to be an expense of the Partnership); and

(iv) Distribute the remaining assets to the Equity Members in accordance with their positive Capital Account balances after giving effect to all contributions, Distributions, and allocations for all periods.

(b) If upon the termination and liquidation of the Partnership, any Equity Member has a Deficit Capital Balance in his or her Capital Account, such Equity Member shall have no obligation to make any Capital Contribution, or otherwise restore the deficit balance in such Capital Account, and, except as set forth in Article 6 , such Deficit Capital Account balance shall not be considered a debt owed by such Equity Member to the Partnership, to any other Equity Member or to any other Person.

(c) The Managing Partner shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Partnership and the final Distribution of its assets.

(d) The Partnership shall continue as a separate legal entity until its dissolution has been recognized by New York state in accordance with the Partnership Law.

9.3 Returns of Contributions Nonrecourse to Other Equity Members. Except as otherwise provided by applicable law, upon dissolution of the Partnership, each Equity Member shall look solely to the assets of the Partnership for the return of his or her Capital Contributions, and if the assets of the Partnership remaining after payment of or due provision for the debts and liabilities of the Partnership are insufficient to return such Capital Contributions, such Partner shall have no recourse against the Partnership or any other Partner, except as otherwise provided by law.

9.4 Termination of this Agreement. This Agreement shall terminate upon the occurrence of any of the following events: (a) written agreement of all of the Equity Members; or (b) dissolution of the Partnership, except by act of merger in connection with a corporate reorganization or restructuring, or administrative dissolution subject to the Partnership being reinstated.

Article 10
Miscellaneous

10.1 Binding Effect. Subject to the restrictions on transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the Equity Members and their respective heirs, executors, personal representatives and administrators, and each and every such Person shall be subject to all of the terms and provisions of this Agreement.

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10.2 Rights of Creditors and Third Parties. This Agreement is entered into among the Equity Members for the exclusive benefit of the Firm, its Equity Members, and their successors. This Agreement is expressly not intended to benefit any creditor of the Firm, or any creditor of any Equity Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Equity Member or any creditor of the Firm, other than an Equity Member who is a creditor of the Firm (and, in such event, only in such Equity Member's capacity as an Equity Member).

10.3. Power of Attorney. Each Equity Member hereby irrevocably constitutes and appoints the Managing Partner and any Person designated by the Managing Partner, with full power of substitution, as his or her true and lawful attorney, in his or her name, place, and stead, to execute, acknowledge, swear to, record and file (a) such certificates or instruments as may be required by law or are necessary to conduct the Partnership business, to reflect the termination or dissolution of the Partnership, or to reflect the admission, withdrawal, and substitution of Equity Members; (b) any documents required by the IRS in connection with an audit or examination of the Partnership; and (c) any documents, financing statements, or certifications required by any lending institution. The power of attorney granted herein shall be deemed coupled with an interest, shall be irrevocable, and shall survive the Equity Member's death or incapacity or the transfer of his or her Equity Interest (but in the latter case, only to the extent necessary to complete the transfer of such Equity Interest and to terminate the Equity Member's interest in the Partnership).

10.4. Waivers, Amendments, Etc. This Agreement can only be amended in writing, which writings may include confirmation by email. The parties hereto acknowledge and agree that changes to the Register to be made by the Managing Partner as specifically provided for in this Agreement shall not be deemed to constitute an amendment. Any amendment adopted consistent with the provisions of this Section 10.4 shall be binding on the Equity Members without the necessity of their execution of the amendment or any other instrument.

10.5. Notices. Any and all notices contemplated by this Agreement shall be in writing and delivered by email to Equity Members at their respective Firm electronic mail addresses and in the case of the Firm, to its Managing Partner at his or her Firm email address. Notices to Dissociated Members may be sent to their personal emails or such other electronic or physical addresses as the Dissociated Member has provided to the Firm or that the Firm is able to otherwise locate. Each such notice, request or other communication shall be effective when delivered at the address specified in this section.

10.6 Governing Law; Mediation; Arbitration; Injunctive Relief

(a) This Agreement shall be governed by and construed under the laws of the State of New York (without giving effect to any conflicts of laws provisions contained therein).

(b) In the event of any dispute, controversy or claim (a "Dispute") between or among the Firm and any Equity Members, or their successors in interest, heirs, legal representatives, or

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assigns, arising out of in in connection in any way with this Agreement (or its breach or alleged breach) or with the Firm, the Dispute shall be resolved as follows:

(i) it shall first be submitted to non-binding mediation before JAMS, Inc. ("JAMS") in New York City. The submission of the Dispute to mediation prior to filing any action in arbitration or court is mandatory, except for Disputes subject to emergency injunctive relief pursuant to Section 10.6(c).

(ii) In the event any such Dispute is not settled within 60 days through mediation, the parties agree that any such Dispute shall be resolved, to the fullest extent permitted by law, by arbitration conducted by JAMS in New York City before one arbitrator under the JAMS Comprehensive Arbitration rules. This arbitration provision shall not be mandatory for any claim or cause of action to the extent applicable law prohibits subjecting such claim or cause of action to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "Excluded Claims"). In the event an Equity Member or Dissociated member asserts an Excluded Claim, the Firm shall have the option to either have any non-Excluded Claims heard in arbitration pursuant to this Section, or in the forum where the Excluded Claims are being heard. Questions of whether a claim is subject to arbitration and procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator to decide; provided, however, that if required by applicable law, a court and not the arbitrator may determine (a) the enforceability of this section with respect to Excluded Claims and (b) whether injunctive relief is appropriate under Section 10.6(c). The arbitrator's fee and all arbitration administrative fees shall be shared equally by the parties. Any party's failure to pay their pro-rata share of any such fees shall not be grounds to delay the appointment of an arbitrator or to stay the arbitration. Further, any failure of a party to pay such fees and/or expenses within 21 days of their due date shall constitute a default by that party, and entitle the non-defaulting party to the entry of a default judgment by the arbitrator against the defaulting party. Any default judgment awarded by an arbitrator shall be fully enforceable, and all defenses to entry, enforcement, or collection upon that default judgment are waived. Each party is responsible for its own attorneys' fees, except as otherwise provided under this Agreement or applicable law.

(c) Nothing in this Agreement is intended to prevent any party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any mediation or arbitration. For the purposes of obtaining such injunctive relief or confirming or enforcing the awards or orders in arbitration, the parties agree to the exclusive jurisdiction and venue of the state and federal courts of New York, New York and consent to personal jurisdiction therein.

10.7 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on the Partnership and all Equity Members. Counterparts delivered by electronic transmission shall have the same effect as an original.

10.8 Acknowledgments of the Equity Members; Entire Agreement. This Agreement (including any Joinder Agreement) and Schedules thereto embody the entire agreement and understanding

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among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between or among them relating to such subject matter.

10.9. Severability. Should any of the provisions of this Agreement be rendered invalid as a matter of law, it is agreed that this shall not affect the enforceability of the other provisions of this Agreement, which shall remain in full force and effect, and that the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

10.10 Survival. Each provision of this Agreement shall survive the execution hereof in accordance with its terms.

10.11 Spouse's Interest. Any community property or other interest that an Equity Member's spouse might have in any of such Equity Member's Equity Interest is subject to the terms and conditions of this Agreement, and such spouse (in his or her capacity as such) shall have no right to participate in management of the Partnership including, without limitation, to vote as an Equity Member or attend Equity Member meetings, and shall have no rights or interest in the Partnership except through such Equity Member. Any right set forth herein to purchase Equity Interests owned by an Equity Member shall include the right to purchase any Equity Interests (or rights or interests therein) than an Equity Member's spouse or former spouse might have. Each Equity Member (and his or her estate) represents and warrants to the Partnership that such Equity Member has obtained the valid and legally binding consent of such Equity Member's spouse to this Agreement, and that such consent is effective to carry out these provisions, and agrees to indemnify the Partnership from any expenses, damages, losses, claims, liabilities or other adverse effect which may result by reason of such Equity Member's spouse or former spouse (in his or her capacity as such) having any rights or interest in the Partnership other than through such Equity Member and in accordance with this Agreement.

10.12 Ratification. Each Person who becomes an Equity Member shall, by becoming an Equity Member, be deemed thereby to ratify and agree to all prior actions taken by the Firm, its Managing Partner and the MC.

10.13 Representations, Warranties and Covenants of the Members. Each Equity Member represents and warrants as of the date hereof to each of the other Equity Members and the Firm as follows: (a) such Equity Member has the legal capacity and all right, power and authority to enter into this Agreement (including, if required by the statutes and ethical rules governing the Partnership, the admission to the bar of one or more states), and will at all times have the full power and authority to perform his or her obligations under this Agreement; and (b) this Agreement has been duly authorized, executed and delivered by such Equity Member, and this Agreement constitutes such Equity Member's valid and binding obligation, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally, or equitable principles, whether applied in a proceeding in equity or law.

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Article 11
Definitions

"Capital Contribution" means any contribution to the capital of the Partnership in cash or property by an Equity Member pursuant to the terms of this Agreement.

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

"Deficit Capital Balance" shall mean if a Person has a deficit (i.e. negative) balance in his or her Capital Account after giving effect to all contributions, Distributions, allocations, and other Capital Account adjustments for all taxable years.

"Distribution" means each distribution made by the Partnership to an Equity Member, whether in cash, property or securities of the Partnership and whether by liquidating distribution, redemption, repurchase or otherwise; provided that none of the following shall be a Distribution: (i) any redemption or repurchase by the Partnership of any Equity Interest, (ii) any recapitalization, exchange or conversion of Equity Interests, or (iii) any Guaranteed Payments made to any Partner.

"Dissociation" (including the correlative terms "Dissociate," "Dissociated," "Dissociating" and the like) means an Equity Member who ceases to be an Equity Member in the Partnership for any reason.

"Equity Interest" means, with respect to an Equity Member, such Equity Member's percentage interest as set forth on Schedule A, as may be adjusted from time to time to account for dilution, additional Capital Contributions, the addition or departure of Equity Members, and other events affecting the percentage interests of the Equity Members.

"Equity Member" means each of the parties that have executed this Agreement and each of the parties that may hereafter execute this Agreement.

"Firm Property" means all real, personal and mixed properties, cash, assets, interests and rights of any type owned by the Firm (directly or indirectly).

"Initial Capital Contribution" means, with respect to an Equity Member, the initial Capital Contribution of such Member set forth opposite the name of such Member on Schedule A attached hereto.

"IRS" means the U.S. Internal Revenue Service.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), or other security interest of any kind or nature whatsoever.

"Majority in Interest" means Equity Members holding more than fifty percent (50%) of the outstanding Equity Interests eligible to vote.

"Net Profit" or "Net Loss" means, for each fiscal year or other period, an amount equal to the Firm's taxable income or loss for such fiscal year or other period, determined in accordance

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with Section 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments:

(a) any income or loss of the Firm exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(b) any expenditures of the Firm described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Section 1.704-1(b)(2)(iv)(i)) of the Treasury Regulations and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(c) in the event the Value of any Firm asset is adjusted in accordance with clauses (b), (c) or (d) of the definition of "Value", the amount of such adjustments shall be taken into account as gain or loss from the disposition of property for purposes of computing Net Profits or Net Losses;

(d) gain or loss resulting from any disposition of any Firm asset with respect to which gain or loss is recognized for federal income tax purposes (or is deemed recognized pursuant to subsection (c) above) shall be computed by reference to the Value of the asset disposed of, notwithstanding that the adjusted basis of such asset for federal income tax purposes differs from its Value;

(e) depreciation, amortization and other cost recovery deductions shall be adjusted in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(f) to the extent an adjustment to the adjusted tax basis of any Firm asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of am Equity Member's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(g) items specially allocated to the Equity Members pursuant to Treasury Regulation Section 704 shall not be taken into account in computing Net Profits or Net Losses.

"Partnership Law" shall mean New York laws Article 8-B governing New York State Registered Limited Liability Partnerships, as may be in effect or amended.

"Person" shall mean any individual, estate, corporation, trust, joint venture, partnership or limited liability Company of every kind and nature, and any other individual or entity in its own or any representative capacity.

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"Rules" means any rule promulgated pursuant to the Partnership Law, the New York Rules of Professional Conduct, and any other rule adopted by the Appellate Division of the New York State Supreme Court, or any New York body charged with the regulation of the practice of law, as such rules may be changed from time to time, or the similar rules adopted by the other jurisdictions in which the Partnership maintains offices or conducts the practice of law.

"Super Majority in Interest" means Equity Members holding more than sixty-six percent (66%) of the outstanding Equity Interests eligible to vote.

"Transfer" shall mean, with respect to all or any part of an Equity Member's Interest, the pledge, sale, assignment, transfer or other disposition, whether voluntarily, involuntarily, or by operation of law, and whether by *inter vivos* or testamentary transfer, of such Interest.

"Treasury Regulations" means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Treasury Regulations may be amended from time to time.

"Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Value of any asset contributed by an Equity Member to the Firm is the fair market value of such asset on the date of contribution as determined in good faith by the MC;

(b) The Value of any Firm asset distributed to an Equity Member by the Firm shall be adjusted to equal the fair market value of such asset on the date of distribution as determined in good faith by the MC;

(c) The Values of all of the assets of the Firm shall be adjusted to equal their respective fair market values, as determined by the MC, as of the following times:

(i) In connection with a contribution of money or other property (other than a de minimis amount) to the Firm by a new or existing Equity Member as consideration for an interest in the Firm;

(ii) in connection with the liquidation of the Firm within the meaning of Treasury Regulation Section 1.704 1(b)(2)(ii)(g);

(iii) in connection with a distribution of money or other property (other than a de minimis amount) by the Firm to an Equity Member as consideration for an interest in the Firm; or

(iv) in connection with the grant of an interest in the Firm (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Firm by an existing Equity Member acting in a membership capacity, or by a new Equity Member acting in a membership capacity or in anticipation of becoming an Equity Member;

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provided, however, that adjustments pursuant to clauses (i), (iii) and (iv) above shall be made only if the MC reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

(d) The Values of all of the assets of the Firm shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Firm assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Values shall not be adjusted pursuant to this clause (d) to the extent that the MC determines that an adjustment pursuant to clause (c) of this definition of "Value" is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Value of any Firm asset has been determined or adjusted pursuant to clauses (a), (c) or (d) above, such Value shall thereafter be adjusted by the depreciation, amortization or cost recovery deductions, if any, taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement, November 29, 2023.

Yonaton Aronoff

Evan Bolla

Todd Gutfleisch

Jonathan Harris

Kim Michael

Adam Oppenheim

Barry Pollack

Addy Schmitt

Andrew St. Laurent

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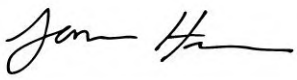

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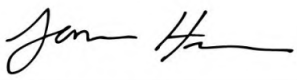

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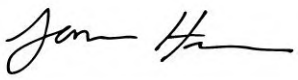
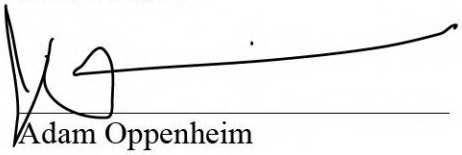


Jonathan Harris

Kim Michael



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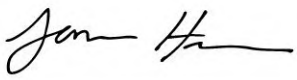

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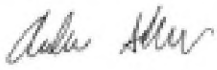

Andrew St. Laurent

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Schedule A:
Members and Equity Interests in the Partnership

Members and Equity Interests for fiscal year 2022, ending 12/31/2022

Member	**Equity Interest**	**Agreed Capital Contribution**
Jonathan Harris	45.375	Capital already contributed
Andrew St. Laurent	15.125	Capital already contributed
David Wechsler	13.000	Not applicable
Yonaton Aronoff	7.500	$150,000
Kim Michael	6.500	$130,000
Todd Guttfleisch	6.500	$130,000
Adam Oppenheim	3.000	$ 60,000
Evan Bolla	3.000	$ 60,000
	100.00	

Members and Equity Interests for Fiscal Year 2023

Member	**Equity Interest**	**Capital Contributions Due**
Jonathan Harris	45.375	Capital already contributed
Andrew St. Laurent	15.125	Capital already contributed
David Wechsler	0.000	Capital returned and equity interest zeroed out
Yonaton Aronoff	7.500	$150,000 agreed amount due from 2022
Kim Michael	6.500	$130,000 agreed amount due from 2022
Todd Guttfleisch	6.500	$130,000 agreed amount due from 2022
Barry Pollack	5.000	$100,000
Adam Oppenheim	3.000	$60,000 agreed amount due from 2022
Evan Bolla	3.000	$60,000 agreed amount due from 2022
Addy Schmitt	2.500	$50,000
Reserved	5.500	*Reserved for later allocation*
	100.00	

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November 29, 2023

Schedule B
Guidelines for Firm Economics and Distributions

The following are guidelines that reflect the way the Firm has historically operated economically and compensated partners. The Firm intends to continue to operate according to these guidelines, unless a change is recommended by the Managing Partner after consultation with the MC and the Equity Partners, and thereafter approved by a Majority in Interest.

Capitalized terms used in this Schedule B have the meanings specified in this Schedule B or in the Third Amended and Restated Limited Liability Partnership Agreement, as applicable.

"Firm Revenue" means fees, commissions, earned retainers or other things of value received for legal services rendered by an Equity Member or Associated Attorney, interest on Firm funds, and any other income in respect of services provided by the Firm, including with respect to investments by the Firm, it being understood that the Firm is currently contemplating moving its investments currently held in the Partnership to a separate investment partnership in which Equity Members (and potentially other Associated Attorneys and firm employees) may invest.

"Other Revenue" means revenue derived by Equity Members or Associated Attorneys unrelated to the provision of legal services or services otherwise rendered by the Firm, including: (a) providing non-legal services; (b) publishing articles, books or other texts; or (c) engaging individually or in concert (other than through the Firm) in any investment activity, provided that no such undertaking concerns providing legal services. Other Revenue shall belong to the Member(s) or Associated Attorney(s) generating such Other Revenue, except to the extent the generation of such Other Revenue involved the use of Firm resources, in which case the Firm shall be entitled to be reimbursed for its costs and overhead expenses.

1. Allocation of Firm Revenue ("Section 1 Guideline Allocations"):

(a) All Firm Revenue shall be deposited in the Firm's bank account (or IOLA or IOLTA accounts, as appropriate) immediately upon receipt, even if received by or payable to an individual Equity Member or Associated Attorney.

(b) All Firm Revenue with respect to any matter shall first be applied to reimburse any expenses related to such matter ("Matter Related Expenses"), with the amount after payment of Matter Related Expenses being "Net Firm Revenue."

(c) Net Firm Revenue shall be generally allocated between the Equity Members (or other Associated Attorneys who worked on the matter) and the Firm per the following guidelines:

(i) Origination. The originating Equity Member (or other Partner of the Firm) shall ordinarily receive not less than 18% of Net Firm Revenue (which may be split between one or

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more originating attorneys), with a target of 20%, subject to adjustment depending on unique circumstances.

(ii) Collected Time. The attorneys who work on the matter shall ordinarily be allocated (based on their collected paid time) not less than 35% of the Net Firm Revenue, with a target of 40%, subject to adjustment depending on unique circumstances. For originating attorneys who work on the matter, Collected Time is in addition to Origination. Collected Time attributed to work performed by associates is allocated to the Firm.

(iii) Firm's Share. The Firm shall be allocated the remainder of Net Firm Revenue for use for Firm expenses, and for allocation to the Equity Members. The Firm targets 10% of aggregate Net Firm Revenue for allocation to Equity Members (the "Equity Allocation") over the long-term.

The allocations set forth in this Section 1(c) for origination and for collected time reflect long standing firm historical operations, however they are very much guidelines. In recent years the Firm has allocated more than 20% for origination (up to 28%) and more than 35% for collected time (up to 43%). However, each year is different, and each matter is different. For example, origination for a matter where the Firm collects 100% of its billed fees at its full rates (or at premium rates), is obviously substantially more valuable than origination where the Firm collects 50% of its billed fees at discounted rates. Similarly, a matter where a large amount of associate time is written off does not have the same economics as a matter where all associate time is collected in full. Specific considerations for contingency matters and cases where fees are taken in securities are discussed separately below in Section 3.

The Firm's Managing Partner has authority to recommend and implement deviations from the guidelines for particular matters consistent with past practice. This has historically been, and will continue to be, a transparent process, with the affected Equity Members (or Associated Attorneys) informed of any upward or downward deviations, with an opportunity to discuss. Any downward deviation that has the effect of reducing an Equity Member's compensation for the year by 10% or more shall be reviewable by the Equity Members upon request of the affected Equity Member. If a Majority in Interest fails to approve the deviation, the Managing Partner shall have 5 business days to recommend and implement a new division of revenue, which may again be reviewable subject to the provisions of this paragraph.

The target of 10% of aggregate Net Firm Revenue for the Equity Allocation is a long-term guideline that may vary widely from year to year. Every year is different – among many other factors, some years require substantially greater investments in the Firm than other years; large contingent victories or losses result in disproportionate swings in allocation for Equity Members; and taking payment in non-cash consideration and the timing of collections can materially impact the allocation for Equity. Historically, the Firm has had years ranging from no Equity Allocation to allocations up to 15% of Net Firm Revenue.

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2. Additional Notes re: Section 1 Guideline Allocations

(a) Equity Members and other Associated Attorneys working together on a case may voluntarily agree to adjust the Section 1 Guideline Allocations for origination and collected time; however, it is understood that in the absence of any such specific agreement, these Guidelines shall be followed.

b) In the event of any disagreement regarding allocations of origination or collected time between any Equity Members and/or Associated Attorneys, the Managing Partner, after consultation with the MC, shall make a final and binding determination.

(c) The Managing Partner may, for good reason, require a higher Firm Share for any particular matter. Such good reason may include, for example that the matter will use a particularly high share of firm resources, or pose a substantial risk of non-payment for such resources. An affected Equity Member may bring such matter to the MC for discussion, and if still not satisfied, to the Equity Members, which may reverse such decision by a Majority in Interest.

(d) The Managing Partner, after discussion with the MC, may reduce the overall level of origination and collected time percentages for all Equity Members (and non-Equity Partners) if the financial or needs of the Firm, in the reasonable discretion of the Managing Partner, so require. This is subject to a review, and may be reversed by a Majority in Interest and the Managing Partner, or by a Super Majority in Interest.

(e) Any affected Equity Member who seeks review by the Equity Members pursuant to any provision of this Schedule B must seek such review within seven days of being informed of the decision at issue. Failure to request review in this time period shall waive such Equity Member's right to seek review.

(f) For any action, decision or recommendation upon which the Equity Members have a right of review or a right to vote (whether to approve or reverse) under this Schedule B, or under any provision of the Partnership Agreement, the Equity Members must hold a meeting and vote (which can be by written consent or email pursuant to the Partnership Agreement) whether to approve, reverse or decline to review the issue within seven days of being informed of the issue. Failure by the Equity Members to act in such time period shall mean that the Equity Members have approved (or declined to reverse, as the case may be) the action at issue.

3. Additional Considerations for Cases Where Fees are Contingent or Taken in "Securities"

This section tracks an email previously sent to all Firm Partners and Counsel in March 2021. Contingent and blend cases, and cases where the Firm is paid in whole or in part in securities (of the client or another entity, and which may include shares, tokens, profits interests units, options, warrants or any other economic interest in an entity) require advance approval by the Managing Partner after consultation with the Contingency Committee which is currently Jonathan Harris, David Wechsler, Andrew St. Laurent and Yonaton Aronoff. Any Equity Member may ask for a review of a decision rendered under this paragraph; such decision may be reversed by the

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approval of the Managing Partner and a Majority in Interest, or by a Super Majority in Interest. In terms of allocations upon collection, we use the following waterfall as a guideline. As always, these are guidelines, not fixed rules, as circumstances and outcomes vary greatly.

First, for blends, the Firm will pay out any current cash as received per the usual guidelines set forth in Section 1.

Second, to the extent an engagement results in phantom (non-cash) taxable income, the Firm (effectively its Equity Members) will pay the tax, and the Firm will recover as a priority any tax it paid, along with a 9% annualized return as a risk premium. Depending on risk associated with the case or securities, the Firm might request a higher risk premium as a condition to approving the deal or require that the Equity Member (or other Associated Attorney) originating the case be responsible for any tax on phantom income. It is, of course, beneficial if these deals can be structured so there is no upfront tax or limited tax.

Third, once any tax paid on phantom income plus any risk premium has been recouped, additional cash received by the Firm will be paid out based on our usual guidelines set forth in Section 1 for origination, collected time and the Firm until 100% of paid time has been accounted for; with a bias toward reducing the amount for the originator in the event that less than 90% of overall paid time is collected.

Fourth, in the event the Firm has collected more than 100% of its paid time, the Firm will ordinarily apply the Section 1 guidelines up to 200% of paid time.

Fifth, with respect to any windfall where the Firm has received more than 200% of its full paid time, any such amounts will be divided on a discretionary basis as recommended by the Managing Partner after consultation with the MC, with a bias toward paying the originator a substantial share and taking into account all other factors including substantial contributions by individuals on the matter. Any affected Equity Member (meaning, an Equity Member who originated the case, worked a material number of hours on the case, or contributed funds to the Firm specifically to fund the case) may ask for a review. If not approved by a Majority in Interest after a request for review by the affected Equity Member, the Managing Partner shall have 10 business days to implement a new division of such "windfall" revenue. This new division may be challenged under the same terms as the original division of "windfall" revenue; provided, however, that in the event a Majority in Interest fails to approve such second attempted division, the windfall revenue shall be divided simply by applying the usual Section 1 guidelines.

4. Categorization and Allocation of Expenses. All expenses related to the operation of the Firm shall be categorized as Firm Expenses, Matter Related Expenses, or Discretionary Expenses:

(a) "Matter-Related Expenses" means those expenses associated with the handling of a particular matter. Matter-Related Expenses not advanced by the client shall be advanced and administered in accordance with such procedures as established by the MC.

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(b) "Firm Expenses" are those expenses related to the general operation, maintenance and marketing of the Firm, which are intended to generally benefit the Firm, and include expenses for (i) office space; (ii) insurance; (iii) Firm employees; (iv) web site, email and other information technology; (iv) advertising or marketing; (v) accounting, bookkeeping, and bank fees; (vi) telephone; (vii) recruitment of prospective new Equity Members and Associated Attorneys; and (viii) such other expenses as may be designated Firm Expenses by the Managing Partner or the MC. Firm Expenses shall be paid from the Firm's operating bank account directly, or if incurred by an Equity Member or Associated Attorney, reimbursed by the Firm.

(c) "Discretionary Expenses" means those expenses incurred by any Equity Member (or Associated Attorney) which are reasonably in support of the Firm's business, but are not Firm Expenses or Matter-Related Expenses. They include expenses for (a) developing business with a particular client, including meals and entertainment; (b) bar/professional association dues, organizational membership fees and professional licensing fees, (c) continuing legal education; (d) magazine and book subscriptions; and (e) the decoration and furnishing of individual offices beyond the Firm provided furniture and computers. The Managing Partner, in consultation with the MC and each individual Equity Member, shall determine the amount of Discretionary Expenses to be reimbursed by the Firm for each Equity Member or Associated Attorney annually, with Discretionary Expenses in excess of such amount to be chargeable to the Equity Member or Associated Attorney who incurred them.

5. Advances and Distributions of Schedule B Allocations. The Firm currently advances each Equity Member $20,000 per month (subject to individual adjustment as may be agreed from time to time between an Equity Member and the Firm.) These amounts are not salary, but are advances against amounts owed to the Equity Member by the Firm as distributions pursuant to the guidelines set forth in this Schedule B. Any such advances, as well as any distributions to Equity Members, shall only come after payment by the Firm of all Matter Related Expenses, Firm Expenses and Discretionary Expenses (up to the limit the MC has agreed the Firm will cover).

6. Bonuses and Special Distributions. The Firm, as recommended by the Managing Partner, may make periodic discretionary distributions or payments of special bonuses to Equity Members or other Associated Attorneys, including Associate and staff bonuses. There is no entitlement by any Equity Member, Associated Attorney or staff member to any such discretionary distributions or special bonuses. Any mid-year or special discretionary distributions or bonuses above $25,000 to any individual shall be discussed by the Managing Partner with the MC, and any such distributions or bonuses above $75,000 to any individual shall be approved by a Majority in Interest of the Equity Members. End of year bonuses and distributions to Associated Attorneys and staff will be recommended by the Managing Partner to the MC, and then to the Equity Members, and any such bonuses or distributions in excess of $75,000 to any individual shall be subject to approval by a Majority in Interest. To the extent a Majority in Interest does not approve any such bonus or distribution, the Managing Partner shall recommend a new bonus or distribution.

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7. Distribution of Equity Allocation.

(a) In the event funds are available at the end of the year for Equity after payments of all Section 1 Guideline Allocations and all Matter-Related Expenses, Firm Expenses, and Discretionary Expenses the Managing Partner has agreed the Firm will cover ("Funds Available for Equity"), the Managing Partner may, after consultation with the MC and the Equity Members, elect to retain all or any part of such funds in the Firm as working capital, invest in the Firm subject to the provisions of the Agreement, or distribute to Equity Members ("Distributions for Equity").

(b) It is the intent that any Distributions for Equity approved by the Managing Partner, after consultation with the MC, shall ordinarily be distributed to Equity Members based on their respective Equity Percentage, provided however, that the Managing Partner, after consultation with the MC and the Equity Members, shall have discretion in unique circumstances to adjust the amount of any such distribution for an Equity Member based on all factors by which Equity Partners may be evaluated, including non-billable time invested in managing, promoting or performing services for the Firm, *pro-bono* work, capital contributions to and investments in the Firm, recruiting, and historical contributions to the Firm, along with originations and billable hours. Any decision made by Managing Partner pursuant to this section that is either represents a downward or upward deviation of 15% or more from an Equity Partner's respective Equity Percentage, or is a change to the Managing Partner's distribution, may be reversed by a Majority in Interest.

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Schedule C

JOINDER AGREEMENT

The undersigned has received and reviewed a copy of the Amended and Restated Partnership Agreement, effective as of January 1, 2023 (the "Partnership Agreement"), of Harris, St. Laurent & Wechsler LLP, a New York limited liability partnership (the "Partnership"). In consideration of the admission of the undersigned as an Equity Member of the Partnership, the undersigned hereby joins in the Partnership Agreement, the terms of which are incorporated herein by reference, and hereby agrees to be bound by the Partnership Agreement and to abide by all of its provisions, and hereby makes the representations and statements contained in the Partnership Agreement, in each case as an Equity Member with the same effect as if the undersigned had been an original party thereto. The undersigned's signature hereon constitutes an executed counterpart signature page to the Partnership Agreement. This Joinder Agreement is binding upon the undersigned and the undersigned's executors, administrators and heirs, and is for the benefit of the Partnership and all of its Members.

IN WITNESS WHEREOF, this Joinder Agreement has been duly executed by the undersigned as of the __h day of _____, 202__.

_____

Name:

Address:_____

_____

_____

Tax ID No./SSN:_____

Acknowledged by:

HARRIS, ST. LAURENT & WECHSLER LLP

By:_____

Name:_____

Title:_____

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NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF AMENDMENT OF

Harris St. Laurent & Wechsler LLP

(Insert Name of Domestic Registered Limited Liability Partnership)

Under Section 121-1500(j) of the Partnership Law

FIRST: The name of the registered limited liability partnership is:

Harris St. Laurent & Wechsler LLP.

If the name of the registered limited liability partnership has been changed, the name under which it was registered is:

Harris St. Laurent LLP.

SECOND: The date the certificate of registration was filed with the Department of State is:

May 18, 2009.

THIRD: Paragraph 1 and 4 of the certificate of registration is amended to read as follows:

FIRST; The name of the registered limited liability partnership is:
Harris St. Laurent & Wechsler LLP

FOURTH: The Secretary of State is designated as agent of the partnership without limited partners upon whom process against it may be served. The address to which the Secretary of State shall forward copies of any process against it or served upon it is: Harris St. Laurent & Wechsler LLP, 40 Wall St., 53rd Floor, New York, New York 10005.

X _____

(Signature of Partner)

Jonathan Harris

(Print or Type Name of Signer)

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CERTIFICATE OF AMENDMENT

OF

Harris St. Laurent & Wechsler LLP

(Insert Name of Domestic Registered Limited Liability Partnership)

Under Section 121-1500(j) of the Partnership Law

Filer's Name and Mailing Address:

Jonathan Harris

Name:

Harris St. Laurent & Wechsler LLP

Company, if Applicable:

40 Wall St, 53rd Floor

Mailing Address:

New York, NY 10005

City, State and Zip Code:

NOTES:

1. The name of the registered limited liability partnership and the date the certificate of registration was filed by the Department of State provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form has been prepared by the New York State Department of State for filing a certificate of amendment for a registered limited liability partnership. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. This certificate must be accompanied by a fee of **$60** made payable to the Department of State.

(*For DOS Use Only*)

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
2-5-24	Barry J. Pollack	Barry J. Pollack

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