SHER TREMONTE LLP
AMENDED AND RESTATED
PARTNERSHIP AGREEMENT

This Amended and Restated Partnership Agreement (the "Agreement") is made as of the Effective Date, as defined herein, having been executed on the dates set forth next to the signature of the parties to this Agreement.

RECITALS

WHEREAS, "Sher Tremonte LLP" (the "Firm") was registered as a New York Limited Liability Partnership on or about November 3, 2011;

WHEREAS, Justin Sher ("Sher") and Michael Tremonte ("Tremonte" each of Sher and Tremonte, a "Founding Partner" and together the "Founding Partners") are attorneys duly licensed to practice law in New York State who have contributed capital and other assets to the Firm;

WHEREAS, the Founding Partners entered into that certain Partnership Agreement, effective as of November 7, 2011 (the "Prior Agreement"), to govern the operations of the Firm and the Founding Partners' respective rights and obligations;

WHEREAS, the Founding Partners desire to amend and restate the Prior Agreement in its entirety by entering into and adopting this Agreement;

WHEREAS, the Founding Partners and subsequently admitted partners to the Firm may from time to time wish to admit new partners to the Firm (each such partner, together with the Founding Partners, a "Partner" and collectively, "Partners"); and

WHEREAS, the parties hereto desire to establish the respective rights and obligations of the Partners with respect to the Firm and each other, and to provide for the management of the affairs of the Firm and the conduct of its business;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and of other good and valuable consideration, the Founding Partners hereby agree that the Prior Agreement shall be superseded and replaced in its entirety by this Agreement, and the parties hereto further agree as follows:

ARTICLE 1– THE FIRM

1.1 Effective Date. The effective date of this Agreement (the "Effective Date") shall be January 1, 2026, and the Agreement shall remain in effect until such time as modified, amended or superseded or until the Firm is dissolved or liquidated as provided for herein. This Agreement shall supersede all prior agreements, including the Prior Agreement, whether oral or written, among the parties to this Agreement.

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1.2 Name. The current name of the Firm is "Sher Tremonte LLP" (the "Partnership Name"), and all business of the Firm shall be conducted solely under the Partnership Name, unless and until such name is changed as provided herein. Unless it is deemed to be a violation of the New York Rules of Professional Conduct (the "New York RPCs"), the Firm, at its election, has the continuing right to use as part of its name the surname of any Partner, including any permanently or temporarily disabled, deceased or retired Partner, without compensation. Each of the Founding Partners, and any Partner whose surname is at any time included in the Partnership Name, irrevocably grants the Partnership the right to use such Partner's surname in the Partnership Name. As long as the Partnership is engaged in the practice of law, and absent the unanimous vote of the Management Committee, no Partner shall cause or permit the use of his or her surname in connection with another firm practicing law.

The Firm may also do business under one or more service marks. No Partner shall use the Partnership Name or any of its service marks except in connection with the business of the Firm. The Partnership Name or its service marks may be changed as provided for herein. The Partnership Name and all of its service marks are property of the Firm and shall remain so, until such time as the Firm is dissolved. Partners. As of the Effective Date, the Partners of the Firm and the respective equity ownership of each Partner in the Firm ("Partnership Interest") shall be set forth on Schedule A to this Agreement. Schedule A shall be updated as necessary to reflect any changes in the Partnership Interests, including without limitation the addition and termination of Partners after the Effective Date.

1.3 Purpose. The purpose of the Firm is to practice law in accordance with the New York RPCs, and in accordance with all rules of practice and other regulations adopted by the courts and administrative agencies in all jurisdictions before which the Partners, associates, or other attorneys of the Firm shall practice. The Firm may also elect to conduct other types of business, such as business consulting, that are permitted by the New York RPCs, under the Partnership Name or any of its service marks.

1.4 Term. The Firm shall exist for an indefinite term, except as otherwise expressly provided herein, and shall not be terminated by the death, withdrawal, expulsion, retirement, disability or bankruptcy of a Partner or Partners. The Firm shall continue unless terminated in accordance with the terms of Article 8 of this Agreement.

1.5 Location. The principal place of business of the Firm shall be in New York, New York, and it may establish such other offices as shall be determined by the Firm in the manner and in accordance with the procedures set forth in this Agreement.

1.6 Title to Property. All Firm property, whether real or personal, shall be owned by the Firm as an entity and no Partner shall have any ownership interest in Firm property in his or her own individual name or right. In the event that any Partner shall be terminated pursuant to Article 7 of this Agreement, that Partner shall not be entitled to any property or property interest owned by the Firm, including without limitation any income or receivables originated by such Partner.

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Notwithstanding the foregoing, upon a Partner's termination pursuant to Article 7 or upon the dissolution of the Firm pursuant to Article 8 of this Agreement, each Partner shall reclaim possession of any personal assets such Partner personally possessed prior to the formation of the Firm, or prior to admission to the Firm, and contributed to the Firm for its use. This Agreement includes at Schedule B, and the Joinder Agreement for any new Partner shall similarly include, for the avoidance of doubt, a list of personal assets for each Partner that such Partner has permitted to be used by the Firm while he or she is a Partner. Unless otherwise agreed by the Partner in his or her sole discretion, all of the listed personal property shall be removed from the Firm's office(s) within thirty (30) days of the date of the Partner's termination for any reason, or the date of dissolution of the Firm, and returned to the Partner or his or her estate, representatives and/or administrators.

ARTICLE 2– PARTNERS

2.1 Rules of Professional Conduct; License. Each Partner shall comply with all of the applicable provisions of the New York RPCs and with the statutes, rules and regulations covering all professional services that the Partner performs in any jurisdiction in which the Firm has an office, or in which the Partner is admitted to practice, or which may otherwise apply. Each Partner shall maintain in good standing his or her license to practice law in the State of New York and/or in such other jurisdictions and United States courts as he or she may be admitted to practice, shall comply with all continuing legal education and other requirements to maintain such license(s) in good standing, and shall ensure that all required registration fees are paid as provided in Section 2.8 below. If a Partner becomes aware that his or her license to practice law and/or admission to the bar in any jurisdiction or court in which he or she is or was admitted is not in good standing, he or she shall immediately advise the Managing Partner, as defined below. It shall not be a violation of this provision for a Partner to terminate his or her license to practice law in a jurisdiction outside of New York, provided such termination is done in compliance with such other jurisdiction's applicable rules or procedures and the Partner is not actively or continuously engaged in the practice of law in such other jurisdiction.

2.2 Standard of Conduct. Except as otherwise provided in this Agreement, the standard of conduct and duties owed by a Partner to the Firm and the other Partners shall be as set forth in the New York Partnership Law (the "Partnership Law"), the New York RPCs and other applicable law, as well as any policies that the Management Committee may, from time to time, adopt or amend ("Policies").

2.3 Full Time Efforts. Every Partner shall devote her or his full time, ability, energy and best endeavors, in furtherance of the practice to the affairs and business of the Firm ("Full-Time"), except as the Managing Partner shall otherwise approve, or as otherwise provided herein. Each Partner shall record time for all matters on which he or she works on behalf of the Firm consistent with the policies established by the Firm. No Partner shall engage in any business or occupation other than on behalf of the Firm without the express consent of the Managing Partner. This Section does not prohibit passive investments by a Partner that require no substantial time or effort of the Partner.

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2.4 Vacation/Leave of Absence. Partners may take such reasonable vacations as consistent with their obligation to work Full-Time or as provided for in any Policies that are in effect at the time. Any additional leave of absence is subject to approval by the Managing Partner.

If any Partner requests to work less than Full-Time, to take a leave of absence in excess of reasonable vacation or for purposes other than the business of the Firm, she or he shall request the prior approval of the Managing Partner, provided that such approval will not be unreasonably withheld. If such a request is approved, or in the event that, by reason of sickness, temporary incapacity, or personal circumstances other than death or permanent disability, as provided for elsewhere in this Agreement, a Partner is not able to work Full–Time for the Firm, the Managing Partner, in consultation with the Compensation Committee, shall determine whether during such change in status or absence an adjustment should be made to the compensation and/or profit distributions to which the Partner would otherwise be entitled pursuant to this Agreement.

2.5 Outside Affiliations. No Partner shall act as an officer, director, partner, member, shareholder, or employee of any corporation, partnership, unincorporated association, or other entity, or accept any public office or office in any political party, or otherwise devote any significant working time other than to the business of the Firm, or invest with any client except as noted below (hereinafter "Outside Affiliations"), without the approval of the Managing Partner or as otherwise may be permitted under any Policies in effect at the time and subject to the consideration of any conflicts between the Outside Affiliation and any existing or former client of the Firm. For the avoidance of doubt, service as the non-chairing member on a board of directors or similar board of oversight shall not constitute an Outside Affiliation under this policy. Nothing contained in this Section shall prohibit a Partner from investing in the securities of a publicly traded corporation or other investments for retirement, health or educational purposes, including investments involving clients of the Firm, if the investment is of a passive nature and otherwise does not create a conflict of interest under the New York RPCs, or an equivalent rule in any jurisdiction in which the Firm engages in the practice of law or where the Partner is licensed to practice law. All Outside Affiliations pre-existing the execution of this Agreement by any Partner, either as of the Effective Date or at such later time as any Partner shall agree to become bound by this Agreement, shall be disclosed by such Partner to the Management Committee and subject to review and adjustment in accordance with the view of the Management Committee as to the propriety of such Outside Affiliation. Set forth in Schedule E annexed hereto and annexed to any Joinder Agreement is a listing of all Outside Affiliations of the Partners as of the date he or she first executed this Agreement. By signing this Agreement or a Joinder Agreement, each Partner represents that he or she has disclosed all Outside Affiliations and that Schedule E is accurate and complete with respect to such Partner's Outside Affiliations.

2.6 Limitations on Partners.

(a) No Partner shall sell, assign, mortgage, hypothecate or encumber all or a portion of a Partnership Interest without the express written consent of the Management Committee (as defined below).

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(b) No Partner may, without the express written consent of the Management Committee and the Managing Partner:

(i) borrow money in the name of the Firm for Firm purposes or utilize collateral owned by the Firm as security for such loans;

(ii) assign, transfer, pledge, compromise or release any of the claims or debts due to the Firm; or

(iii) make, execute or deliver on behalf of the Firm:

(a) any assignment for the benefit of creditors;

(b) any bond, confession of judgment, guaranty, indemnity bond or surety; or

(c) any contract to sell, bill of sale, deed, mortgage, lease relating to any substantial part of the Firm assets.

2.7 Confidential Information. For purposes of this Agreement, "Confidential Information" means (i) this Agreement; (ii) all information relating to client matters that is subject to attorney/client privilege, work product privilege, any duties of confidentiality under the New York RPCs or any other applicable rules of professional conduct, or any other privilege or protection applicable to client information; (iii) nonpublic information designated by the Firm as confidential; and/or (iv) any other nonpublic information relating to the business or affairs of the Firm for which disclosure to or use by third parties would be detrimental to the Firm as determined by the Management Committee in its sole discretion, including but not limited to: (i) all financial information related to the Firm; (ii) all human resources information generated or maintained by the Firm relating to Partners and employees of the Firm; (iii) all information created or generated on behalf of the Firm or any of its clients; and (iv) all information relating to clients of the Firm, including, without limitation of the foregoing, client lists and contact information. The Management Committee may establish Policies for protecting any and all information held or maintained by the Firm in digital form. Confidential Information shall not include any information generally known or available to the public, except as may be provided under the New York RPCs and any other applicable Rules of Professional Conduct. Each Partner and Former Partner shall maintain in confidence all Confidential Information, shall comply with all Policies established for the protection of information held and maintained in digital form, and shall not disclose to any third party any Confidential Information or use any Confidential Information for purposes other than to engage in the practice of law for the Firm, except as otherwise expressly stated herein, as may be expressly approved from time to time by the Firm or as compelled by a court order or other administrative or regulatory directive. Notwithstanding the foregoing, a Former Partner's personal calendar shall not be considered Confidential Information. A Former Partner may identify clients for whom he or she provided Firm services to his or her new firm for the purpose of determining the existence of conflicts of interest. Each Partner agrees that if he or she receives a demand that would compel the disclosure of Confidential Information, such Partner shall provide prior notice of such demand to the Managing Partner to allow the Firm

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or its legal counsel the opportunity to challenge such disclosure by motion to quash a subpoena or by other means. Partners shall be entitled to disclose Confidential Information to their lawyers, accountants, or other advisors, provided that such persons agree to treat that information as confidential.

2.8 Expenses. Expenses reasonably and properly expended for the purpose of promoting and developing the Firm's practice, including, but not limited to, maintenance of professional licenses necessary to each Partner's practice, maintenance of professional competence, travel and entertainment relating to Firm business and participation in civic affairs ("Business Expenses") shall be subject to reimbursement in accordance with this Paragraph or as otherwise set forth in any Policies that are in place at the time the expense is incurred. All expenses submitted for reimbursement shall be submitted to the Firm within thirty (30) days after such expense has been incurred or the goods or services have been received for consideration, with original documentation evidencing such expenses. A Partner shall obtain pre-approval from the Managing Partner to the extent any single expense, not repayable by a client, exceeds $1,000 or as otherwise set forth in the Policies. In the event any expense payment or reimbursement is disallowed as a deduction to the Partnership as a business expense under the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and its New York State counterpart, and such disallowance has become final, the Partner approving the payment or seeking reimbursement agrees that the amount of any disallowed deduction shall not be reimbursed or, if already reimbursed, shall be repaid to the Partnership within fourteen (14) business days of receiving notice of the disallowance. Amounts so disallowed may be, at the Managing Partner's election, charged to the capital account of the Partner.

2.9 Senior Partners.

(a) The Senior Partners at all times include each Founding Partner, so long as he is a Partner. Additional Senior Partners shall include any party who is identified for and accepts admission as a Senior Partner in Schedule D below. Additional Senior Partners, if any, shall be identified once every two years, commencing January 1, 2028, or at such time as no Partner is a Senior Partner. The Senior Partners shall include any party who, as of such date has been a Partner for at least two (2) full years and meets either of the following (1) or (2):

(1) (i) has been an attorney practicing with the Firm for at least seven (7) years; (ii) has originated more than three million dollars ($3 million) in revenue in each of at least two (2) of the three (3) preceding calendar years; (iii) has originated more than ten million dollars ($10 million) in revenue in the five (5) preceding calendar years total; and, if applicable, (iv) if any other Partner at that time is a Senior Partner, the party is approved for entry as a Senior Partner by a majority of other existing Senior Partners; or

(2) At least one other Partner at that time is a Senior Partner, and the party is approved for entry as a Senior Partner by a unanimous vote of all of the existing Senior Partners.

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(b) In addition to meeting the criteria set forth in subsection 2.9(a), any party other than the Founding Partners admitted as a Senior Partner must make a capital contribution to the Firm in an amount necessary to match, on a pro rata basis according to equity interest, the highest capital account of the pre-existing Senior Partners, which, at the election of the pre-existing Senior Partners, may be accomplished by either the incoming Senior Partner making a contribution of the matching amount or by a combination of the incoming Senior Partner contributing a lesser amount and the pre-existing Senior Partners withdrawing a portion of their capital investments such that each of their remaining capital accounts, in total, is no greater than that of the incoming Senior Partner's post-contribution capital account. By way of example only, if there are two pre-existing Senior Partners, and each such Partner has an outstanding capital account of $500,000 in the Firm and each will, after admission of the new partner, have a 25% equity interest, then the single incoming Senior Partner with an existing capital account of zero dollars receiving a 5% equity interest would contribute $100,000, or alternatively, at the election of the pre-existing Senior Partners, would contribute $90,909.09, with each of the two pre-existing Senior Partners withdrawing $45,454.55 , such that each pre-existing Senior Partner then has an outstanding capital account of $454,545.45 .

(c) Other than a Founding Partner, a partner shall cease to be a Senior Partner if they do not meet the criteria set forth in subsection 2.9(a)(1)(i) to (iii) for two consecutive reviews of Senior Partner eligibility per subsection 2.9(a), unless such partner is the only Senior Partner, or unless approved to remain a Senior Partner by a unanimous vote of all other Senior Partners.

(d) Eligibility to be a Senior Partner shall be timely and regularly reviewed by the Firm's Managing Partner, who may rely on prior determinations by the Firm's compensation process. Any Partner shall be entitled to review the revenue determinations as to himself or herself for these purposes. A party may be a Partner without being a Senior Partner. For the avoidance of doubt, a party who ceases to be a Partner shall cease to be a Founding Partner or a Senior Partner.

2.10 Admission of New Partners.

(a) Subject to any other provision of this Agreement or as set forth in Schedule D, the decisions to offer admission to a new Partner shall be made pursuant to Article 3. Such offer of admission shall include the offer to enter into a "joinder agreement" to this Agreement in the form attached hereto as Exhibit "1," as it may be amended from time to time, which shall be sufficient to bind such party to this Agreement (the "Joinder Agreement"). For the avoidance of doubt, a party offered a position with the Firm under the title of "partner" pursuant to a separate contract for employment with the Firm (a "Contract Partner") shall not be deemed a party to this Agreement nor required to enter into a Joinder Agreement.

(b) Other than a Contract Partner, each party holding a title of "partner" as of the Effective Date and each person offered or promoted to the title of "partner" after the Effective Date, shall be offered to execute a Joinder Agreement.

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(c) Notwithstanding anything else in this Agreement, for thirty (30) days following the Effective Date, positions and equity interests shall be offered to the parties at the amounts set forth in Schedule D.

2.11 Adjustments to Partnership Interests. The allocation of Partnership Interests to, from and among new, existing and terminating Partners shall be governed by the policy set forth at Schedule F, as may be revised from time to time (as revised, the "Allocation Policy"). The Allocation Policy may be amended as set forth therein, or, if not specified therein, by a vote of at least two-thirds of all existing Partners.

ARTICLE 3- MANAGEMENT

3.1 Managing Partner. Other than those decisions reserved for determination by the Partners, the Management Committee, the Compensation Committee, the Founding Partners, or the Senior Partners, the management of the Partnership shall be vested in a "Managing Partner." A Managing Partner's term shall last five years, with the first term to begin effective January 1, 2026, and the election to occur at least 30 days prior to the term, or as soon thereafter as is practicable. Any Senior Partner, including any prior Managing Partner, shall be eligible to be elected Managing Partner. The initial Managing Partner for the term beginning on January 1, 2026 shall be Justin Sher, with any subsequent Managing Partner to be elected by a majority vote of the Senior Partners in accordance with the annual meeting below. A Managing Partner may be removed only upon a unanimous vote of all Senior Partners.

3.2 Partner Meetings. The Firm will endeavor to convene periodic meetings of all Partners, including Partners who are not Senior Partners to discuss the business of the Firm. The Firm will also endeavor to convene periodic meetings of Senior Partners.

3.3 Voting. A Partner's right to vote on any matter before the Firm, including on any committee, or to receive notice of any meeting of Partners or of any committee, shall be immediately terminated upon the termination of such Partner pursuant to Article 7.

3.4 Management Committee.

(a) The Management Committee shall consist of five members.

(b) Each member of the Management Committee shall serve for a term equal to four years, or such lesser period if the member vacates the seat voluntarily or by operation of this Agreement. The terms of different Management Committee members may expire at different times, and each member may serve successive terms.

(c) The Management Committee members as of the Effective Date is set forth at Schedule C. The term for each such Management Committee member shall be deemed to begin on the Effective Date.

(d) Any Founding Partner may renew his seat on the Management Committee when his term expires. Otherwise, as the term of each Management Committee

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member expires or as each seat otherwise becomes available, the Management Committee seat shall go as follows

(i) To a Senior Partner seeking to serve for the same seat, except that if there is more than one such Senior Partner (including the preceding holder of such seat) the member shall be selected by a Majority Vote of all Senior Partners; and thereafter

(ii) To any other Partner seeking to serve for the same seat except that if there is more than one such Partner (including the preceding holder of such seat) the member shall be selected by a Majority Vote of all Partners.

(e) A quorum at any meeting for the taking of any action by the Management Committee shall be three members, *provided, however*, that, at least two Senior Partners (or such lesser number of active Senior Partners at the Firm) are present, and that such meeting was a regularly scheduled Management Committee meeting or scheduled on at least six hours' notice to all Management Committee members.

(f) Management Committee approval for any matter, except as specified otherwise, shall mean the occurrence of a Majority Vote either (*i*) among all Management Committee members without a meeting or (*ii*) among those present at a Management Committee meeting described in subsection 3.4(e) above. Management Committee approval shall be required for:

(i) Admission of a new Partner;

(ii) The proposed expulsion of a Partner for cause in accordance with Section 7.5 hereof;

(iii) Conversion of the Partnership into another form of business or entity;

(iv) Creation of an of counsel or similar arrangement between the Firm and any other attorney or law firm;

(v) Offer of an employment contract for a Contract Partner position to a party not already a Partner, except that the terms of such contract shall not require approval by any person other than the Compensation Committee;

(vi) Initiation of any litigation, arbitration or other claims on behalf of the Partnership, and/or retaining an attorney or law firm to represent the Firm in any capacity;

(vii) Issuance of a guaranty or agreement by the Partnership to indemnify any person or entity;

(viii) Transactions between the Partnership and any Partner or such Partner's relatives, including but not limited to loans or lease agreement;

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(viii) Any other matter delegated to the Management Committee by the Managing Partner or the Senior Partners or as otherwise expressly set forth herein

3.5 Matters Reserved for the Senior Partners. The following matters shall be determined by unanimous approval of the Senior Partners:

(a) Voluntary dissolution of the Partnership;

(b) Sale, transfer or pledge of all or substantially all of the assets of the Partnership;

(c) Merger with or into, or acquisition of, other corporations, partnerships, limited liability companies or other business entities;

(d) Requiring any of the Partners to personally guaranty any obligation of the Partnership (provided that any such personal guarantee shall also require the consent of the guaranteeing Partner);

(e) Relocating the Partnership's principal place of business or establishing a branch or satellite office(s) for the Partnership;

(f) Acquiring an interest in any business or creating an ancillary business;

(g) Authorizing the Partnership to apply for a line of credit in the name of the Partnership;

(h) Expulsion of any Partner without cause, in accordance with Section 7.5(a);

(i) Expansion of the Management Committee beyond five members;

(j) Amendment or modification of this Agreement (provided that any amendment or modification of this Agreement which adversely and disproportionately affects any single Partner shall require such Partner's consent); and

(k) As otherwise expressly set forth herein;

3.6 Matters Reserved for the Founding Partners. The following matters shall be determined by unanimous approval of the Founding Partners, provided they continue to own Partnership Interests, after which such matters shall be determined by unanimous approval of the Senior Partners:

(a) Change or modification of the Partnership Name or any of its service marks;

(b) Requiring the Partners to make any capital contributions in accordance with subsection 6.3(c).

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ARTICLE 4– OPERATIONAL MATTERS

4.1 Bank Accounts. The cash of the Firm and all other monies as well as instruments for the payment of money received by or on behalf of the Firm shall be deposited in one or more accounts held in the Firm's name at such bank or trust companies as the Managing Partner may from time to time designate, and all monies credited therein to the Firm shall be subject to withdrawal only by check or electronic transfer made in the name of the Firm signed or authorized by the Managing Partner or one or more of the Senior Partners. In the event that a Partner or any attorney associated with the Firm is appointed to act in a fiduciary capacity and in that capacity will receive and distribute trust funds, a separate bank account shall be established for each such trust. For avoidance of doubt, the preceding sentence shall not apply to funds that are deemed to be "qualified funds" under New York law and are, thus, required to be maintained in an IOLA account in the Firm's name.

Firm Income. All income received by any of the Partners which arises directly or indirectly from the practice of law or from activities that are customarily performed by attorneys-at-law, or to the extent the Firm elects to offer non-legal services, all income arising directly or indirectly from such non-legal services (collectively, "Partnership Services") shall belong to the Firm. In addition, a Partner shall advise the Management Committee and the Compensation Committee of services performed by such Partner other than Partnership Services, which result in revenues of more than $1,000 during any twelve month period ("Individual Services"), and the associated time spent on such services to permit the Compensation Committee to make any necessary adjustments to the Partner's compensation based on the Partner working less than full time at the Firm. Individual Services may include compensation of any kind as an elected or appointed official, as an author, lecturer, public speaker, or teacher, as an officer or director of a corporation, as a mediator or arbitrator, as a receiver, as an executor or administrator of a decedent's estate, as a trustee of a trust, as a guardian of an incompetent. Notwithstanding the foregoing, any income or property received by any Partner from any of the following sources shall not be deemed income or property of the Firm and shall be retained by and belong to the Partner receiving the same:

(a) Commissions or fees from acting as an executor, trustee, administrator, or guardian or in any other fiduciary capacity in connection with estates, trusts or other property of a member of the family of such Partner or in which any member of such family has a significant interest (it being understood that no Partner shall in any event be obligated to demand or accept any such fees or commissions); provided, however, that the Firm receive a fair and reasonable fee for all Partnership Services rendered by the Firm in connection with the foregoing;

(b) Legacies, gifts or bequests from any source whatsoever unrelated to services performed by the Firm;

(c) Fees or commissions received in connection with legal or other services performed (by the Partner or others) prior to his or her becoming a Partner of the Firm regardless of when such fees or commissions are received; *provided, however*, fees or commissions received in connection with legal or other services performed by the Partner when

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an associate, "of counsel" or an employee of the Firm, and prior to becoming a Partner, shall be deemed income or property of the Firm; and

Should any client or prospective client of the Firm offer an investment as full or partial compensation for any Partnership Services or otherwise in lieu of fees, such investment must be approved by the Management Committee and shall be the property of the Partnership. Investment opportunities offered by clients to a Partner shall be communicated to the Management Committee in writing, who will determine if the opportunity should be presented to the other Partners for approval.

Each Partner shall be responsible for notifying the Managing Partner in writing of any amounts received by such Partner in connection with Partnership Services and shall take any necessary steps to ensure that any amounts belonging to the Firm in accordance with this Section are delivered to the Firm.

4.2 Gifts to Partners. Partners shall not accept gifts of any value offered in lieu of payment for services or disbursements.

4.3 Goodwill. There shall be no value attributed to the goodwill of the Firm or client files in calculating a Partner's capital account or Partnership Interest at any time or for any reason, including without limitation, upon termination for any reason of a Partner's Partnership Interest, upon sale of the Firm, or upon dissolution of the Firm.

4.4 Fiscal Year. The fiscal year of the Firm shall be the calendar year. All references to "year" in this Agreement shall be deemed to refer to the calendar year.

4.5 Method of Accounting; Tax Matters. The books and records of the Firm shall be kept on a calendar year basis in accordance with the modified cash method of accounting required for federal income tax purposes, consistently applied, and shall reflect all Firm transactions and be appropriate and adequate for the conduct of the Firm business. The Managing Partner shall designate a "Tax Matters Partner," who shall supervise the preparation and filing of all tax forms required pursuant to federal, state and local law. As of the Effective Date, the Tax Matters Partner shall be the Managing Partner. The Tax Matters Partner shall issue to each Partner all tax forms required under federal, state and local tax law, as applicable. Each Partner shall pay his, her or its own tax obligations. The Tax Matters Partner also shall serve as the "partnership representative" (within the meaning of Section 6223 of the Code) of the Firm and, in such capacity, shall represent the Firm (at the Firm's expense) in connection with all examinations of the Firm's affairs by tax authorities, including resulting administrative and judicial proceedings. In the event of an audit of the Firm's tax returns that is subject to the procedures and rules set forth in Sections 6221 through 6241 of the Code, as the same may be amended, together with any guidance issued thereunder or successor provisions and any similar provisions of foreign, state, or local tax laws (collectively, the "Partnership Tax Audit Rules"), the Tax Matters Partner shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Tax Matters Partner or the Firm under the Partnership Tax Audit Rules (including any election under Section 6226 of the Code). If an election under Section 6226(a) of the Code is made, the Firm shall furnish to each Partner for the year under audit a statement of the Partner's share of any adjustment set forth in the notice

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of final partnership adjustment, and each Partner shall take such adjustment into account as required under Section 6226(b) of the Code. To the extent that an election under Section 6221(b) or 6226 of the Code is not made, the Firm shall use commercially reasonable efforts to make any modifications available under Section 6225(c)(3), (4) and (5) of the Code to the extent such modification would reduce any taxes payable by the Firm. Each Partner shall cooperate with the Tax Matters Partner and do or refrain from doing any or all things reasonably requested by the Tax Matters Partner with respect to the conduct of examinations under the Partnership Tax Audit Rules. Any imputed underpayment imposed on the Firm pursuant to Section 6232 of the Code (and any related interest, penalties or other additions to tax) that the Tax Matters Partner reasonably determines is attributable to one or more Partners shall promptly be paid by such Partners to the Firm within fifteen (15) days after the Tax Matters Partner's request for payment, and any failure to pay such amount shall be recoverable, with interest, as a reduction in subsequent distributions otherwise payable to such Partner.

4.6 Financial Statements.

The Firm's books shall be closed at the end of each fiscal year. Annual income statements showing all income and expenses other than individual compensation for Partners shall be prepared by the Managing Partner and distributed to Partners. Complete income statements that show individual compensation to Partners will be made available to the Senior Partners and the members of the Compensation Committee for periods during their Senior status or Compensation Committee membership. Information concerning compensation of the Founding Partners may be presented in aggregate rather than individually for each Founding Partner. Senior Partners, Members of the Management Committee, and Members of the Compensation Committee shall treat as strictly confidential and shall not disclose any financial information or other Confidential Information obtained or exchanged solely as a consequence of their election to a Senior Partner or of their service on the Management Committee or Compensation Committee. Upon a request approved by a Majority Vote of the Senior Partners, these financial statements may be prepared or reviewed by a Certified Public Accountant in accordance with the AICPA's standards for review engagements. Following such a preparation, the Partners with access to the applicable statements, as set forth above, will be informed either that the financial statements are correct or will be given corrected statements. For the avoidance of doubt, no Partner, other than a Senior Partner or member of the Compensation Committee, shall review or receive any Firm records or other information regarding the individual compensation of any Partners without the unanimous consent of the Founding Partners, or if there are no Founding Partners with Partnership Interests, the Senior Partners (which such consent may be withheld in their sole discretion).

4.7 Accountant. The accountant for the Firm shall be such firm or firms of independent public accountants as the Tax Matters Partner shall select.

4.8 Books and Records. The Firm's books and records, together with all the documents and papers pertaining to the business of the Firm, shall be kept at the principal place of business of the Firm, and at all reasonable times during regular business hours shall be open to the inspection of, and may be copied and excerpts taken therefrom by, any Senior Partner, or their duly authorized representatives, in each case for a proper business purpose. Upon approval by the Managing Partner and the Senior Partners, the Tax Matters Partner may

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provide to other Partners books and records other than the annual financial statement and information concerning the individual compensation of any Partners, which are restricted as set forth in Section 4.7. Information concerning any insurance policies purchased by the firm, including professional malpractice, disability, and life insurance policies may be inspected by any Partner for a proper business purpose, including *inter alia*, for purposes of evaluating the need or sufficiency of any personal disability or life insurance coverage that such Partner may wish to purchase independently.

ARTICLE 5– ALLOCATIONS & DISTRIBUTIONS

5.1 Allocations of Net Income & Net Losses. Except as may be required by the Code, all items of income, gain, loss and credit shall be allocated among the Partners for the year in which such items of income and gain were recognized and such items of loss and credit were incurred; *provided however*, that no items of income, gain, loss and/or credit recognized or incurred by the Firm shall be allocated to a Partner to the extent it was recognized or incurred either prior to the date such Partner became a signatory of this Agreement, or subject to Article 7 herein, after the date such Partner left the Firm.

An income account shall be maintained for each Partner. The profits or losses of the Firm shall be reflected in the accounts as follows:

(a) profits or losses shall be credited or debited to the individual income accounts of each Partner in accordance with their compensation as determined by the Compensation Committee (as defined below) pursuant to the Firm's Policies;

(b) if the credit balance of any individual Partner's income account is not adequate to absorb any losses allocable to such Partner, the excess shall be debited from such Partner's capital account; and

(c) if the capital account of any Partner shall be depleted by prior debits or losses, such Partner's allocable share of subsequent profits shall be credited to his or her capital account until the depletion has been restored.

5.2 Distributable Cash. As used herein, the term "Distributable Cash" shall mean (i) the gross receipts (whether or not considered taxable income, including borrowings and capital contributions) of the Firm from all sources during the fiscal year (including checks if dated in such year if received by December 15 or by such other date set forth in the Partner Compensation Policy, defined below), less (ii) the actual expenses of the Firm.

5.3 Draws. Provided there are funds available in excess of the working capital requirements of the Firm, each Partner shall receive a draw at such intervals as determined by the Managing Partner and in such amounts as shall be determined by the Compensation Committee, such draw to apply against each Partner's participation in the annual profits of the Firm. The Compensation Committee may in its sole discretion reduce the draws paid to any Partners who are not current on their timekeeping or billing or as otherwise set forth in any Policies that may exist. At the close of each year, there shall be credited or debited to the income and/or capital account of each Partner the sum resulting from his or her allocated

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Distributable Cash of the Firm less the total amount of all draws distributed to the Partner and the Partner's allocable share, if any, of Distributable Profits, as defined below.

5.4 Distributions.

(a) The Compensation Committee (the "Compensation Committee") shall be composed of one to five members, including (i) the Managing Partner; (ii) up to two Senior Partners elected by a Majority Vote of Senior Partners, if any; and (iii) up to two other Partners elected by a Majority Vote of all Partners, if any. The Partners referenced in (ii) and (iii), above, shall be elected for a term of four years. No Partner, other than the Managing Partner and Senior Partners, shall serve on the Compensation Committee for more than two consecutive terms. As of the Effective Date, the Compensation Committee shall be composed of members of the Management Committee.

(b) Compensation of Partners, shall be determined by the Compensation Committee.

(c) At the end of each fiscal year, the Compensation Committee shall determine the amount, if any, of the Firm's Distributable Cash not already paid as draws that shall be retained as additional working capital ("Retained Profits") and the amount, if any, that shall be distributed to the Partners ("Distributable Profits"). The Retained Profits shall be allocated to each Partner's capital account in accordance with the allocations as determined by the Compensation Committee (and not in accordance with the Partnership Interests).

(d) Partner compensation shall be decided according to a written compensation policy (the "Partner Compensation Policy") that provides for the annual allocation of Distributable Profits as of the end of the fiscal year (the "Compensation Year"). In addition to any standard profit sharing applicable to all Partners, the Partner Compensation Policy shall allocate a portion of the Distributable Profits to (A) the Founding Partners, no less than 5% and no more than 15% so long as both Founding Partners continue to own Partnership Interests and, no less than 2.5% and no more than 7.5% so long as only one Founding Partner continues to own Partnership Interests (the "Founder Premium"), and (B) the Senior Partners, no less than 1% and no more than 10%; provided however, that the total portion of Distributable Profits allocated to the Founding Partners and Senior Partners may not exceed 15%. Other than the foregoing, the Partner Compensation Policy may allocate Distributable Profits based on the current and/or historical profit contributions and other contributions of each Partner. The written Partner Compensation Policy shall be published to the Partners. The Partner Compensation Policy may be decided, amended and/or replaced by a majority vote of the Compensation Committee, except that (A) the unanimous decision of the Founding Partners, in their sole discretion, (i) shall be required to approve the Founder Premium to an amount less than 15% in the initial Partner Compensation Policy as of or after the Effective Date, (ii) shall be required, other than to comply with the ranges above, before reducing the Founder Premium from the preceding Partner Compensation Policy; and (B) other than upon the unanimous approval of the Senior Partners (i) after March 1 of any given calendar year thereafter, no amendment or replacement to the Partner Compensation Policy shall take effect as to compensation for the same calendar year in which it passed; and (ii) any increase,

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reduction or elimination of the consideration of historical profit contributions shall be phased in on a pro rata basis over a transition period covering at least three compensation years.

(e) Year-end compensation shall not be distributed from Distributable Profits to any Partner unless distributions are made to all Partners.

(f) Notwithstanding anything to the contrary, for purposes of the distribution of Distributable Profits, except upon agreement of the Founding Partners, the Founding Partners' total annual compensation shall be equal, and neither Founding Partner shall receive any compensation of any kind from the Firm in excess of the amount paid to the other Founding Partner.

(g) The terms of compensation offered in any contract of employment for a Contract Partner position shall require approval of the Compensation Committee.

(h) Subject to the Partner Compensation Policy, the Compensation Committee shall have full and complete authority to make all decisions delegated to it by this Agreement upon approval by no less than 66% of the members of the Compensation Committee. In the event the Compensation Committee is unable to reach approval of 66% of its members on any issue, unless a different mechanism for resolution is set forth in this Agreement or in the Partner Compensation Policy, the Managing Partner shall have full and complete authority to decide the issue.

(i) The compensation for all firm personnel other than Partners shall be decided by the Managing Partner. The Managing Partner may solicit recommendations from the Compensation Committee or the Management Committee for such compensation decisions.

5.5 Losses. Nothing contained herein shall be construed to render any Partner liable for any cash losses of the Firm.

5.6 Offset. The Firm may offset all amounts owing to the Firm by a Partner against any distribution to be made to such Partner.

5.7 Accrual. For the avoidance of doubt, no Firm income or receivables, nor any other amounts, shall be considered compensation or Distributable Profits owed to any individual person unless and until such amounts have been determined or agreed to as such by the Firm, including as applicable, following the process for determining year-end compensation.

ARTICLE 6– CAPITAL

6.1 Capital Accounts. A separate capital account ("Capital Account") shall be established and maintained for each Partner. Each such Capital Account shall be increased by such Partner's capital contributions and share of Distributable Cash or other compensation, and shall be decreased by all distributions to such Partner including personal expenses, insurance premiums and the like paid by the Firm on a Partner's behalf, and such Partner's share of Firm losses. Capital Accounts shall, in all events, be maintained and adjusted in

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accordance with applicable Treasury Department Regulations promulgated under the Code. The unpaid balance of any loans or lines of credit obtained by the Firm from sources other than any Partner shall be allocated to each Partner's Capital Account in accordance with his or her Partnership Interest.

6.2 Capital Expenditures. Capital expenditures shall be the sums expended for physical assets having a life expectancy greater than one year such as, but not limited to, leasehold improvements, office furnishings and equipment, as opposed to ordinary expenses such as rent, employee costs and similar expenses, which shall be a charge against income.

6.3 Contributed Capital.

(a) As of the Effective Date, only Sher and Tremonte have capital invested in the Partnership, which amounts are reflected in each of their respective Capital Accounts.

(b) As of the Effective Date, except as expressly set forth above, new Partners are not being required to contribute capital to the Partnership by virtue of their admission to the Partnership, but shall be subject to any capital calls that may take place after their date of admission pursuant to subsection 6.3(c).

(c) Calls for Capital Contributions. Whenever the Managing Partner, in consultation with the Firm's accountants, determines that the Firm's capital is, or is presently likely to become, insufficient for the conduct of its business, the Firm, by written notice to all Partners, may call for contributions to capital. The Managing Partner shall obtain approval for such Capital Contributions from the Senior Partners. These contributions shall be payable no later than the date specified in the notice, but in no event sooner than fifteen (15) days after the notice is given and each Partner shall be liable to the Firm for his or her pro rata share (based upon his or her Partnership Interest when the notice is given) of the aggregate contributions called for under this Section. The failure of any Partner to contribute capital when required shall result in a pro-rata reduction in the Partnership Interests of such Partner, a corresponding deduction from Distributable Cash otherwise payable to such Partner, or such other remedy as the Senior Partners may unanimously agree.

6.4 Voluntary Contributions to Capital. No Partner may make any voluntary contributions of capital to the Firm without a Majority Vote of the Senior Partners. The voluntary contribution of capital to the Firm shall not increase the distribution of Distributable Cash nor change the role in management of the contributing Partner unless unanimously agreed to by the Senior Partners.

6.5 Withdrawal of Capital. Except as otherwise set forth herein, no Partner may withdraw capital from the Firm without the unanimous consent of the Senior Partners.

6.6 Interest on Capital. No Partner shall be entitled to interest on his contributions of capital to the Firm.

6.7 Additional Loans to the Firm. No Partner shall lend or advance money to the Firm or for the Firm's benefit without the unanimous approval of the Senior Partners. If any Partner, with the requisite consent, lends money to the Firm in addition to his or her

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contribution(s) to capital, the loan shall be a debt of the Firm to that Partner and shall bear interest at such rate as may be agreed upon by the lending Partner and the Senior Partners. The liability shall not be regarded as an increase in the lending Partner's capital, and it shall not entitle such Partner to an increased share of Distributable Cash.

ARTICLE 7- TERMINATION

7.1 Termination Date. A Partner's Partnership Interest in the Firm shall be terminated under the circumstances, and as of the dates ("Termination Date"), set forth below:

(a) In the event of the death of such Partner, on the last day of the calendar month in which death occurs;

(b) In the event of the permanent disability of such Partner, within the meaning of any disability income insurance policy maintained by the Firm or the Partner, if applicable, or which substantially prevents such Partner from practicing law in his or her customary manner ("Disability"), on the earlier of (i) the first date on which any payment is made under any such insurance policy to the disabled Partner, (ii) on the last day of the calendar month which is six (6) months following the date on which the disabled Partner is no longer able to continue the practice of law substantially in his or her customary manner, or (iii) on the last day of the calendar month in which the Partner is determined to be permanently disabled pursuant to Section 7.7(c) and/or (d), below;

(c) In the event of such Partner's voluntary withdrawal or retirement from the Firm, on the date specified in Section 7.4, below;

(d) In the event of the expulsion with or without cause of such Partner in accordance with Section 7.5, below, immediately upon expulsion, or on the effective date of expulsion as determined by the Firm, as the case may be.

7.2 Effect of Termination. On the Termination Date, the withdrawing Partner shall cease to be a Partner in the Firm, shall have no further voting or management rights in the Firm and his or her Partnership Interest is relinquished to the Firm and will be distributed in accordance with then-existing interests to the other Partners Except where the termination is the result of the death of such Partner, the withdrawing Partner will remain liable to the Firm and the other Partners for such Partner's pro rata share, based on his or her Partnership Interest immediately prior to such termination, of all Firm liabilities incurred prior to such Termination Date. Except upon the vote of the Senior Partners pursuant to Section 3.5, the occurrence of any one or more termination events shall not cause the Firm to be dissolved and the Firm shall continue uninterrupted and undissolved in accordance with the provisions of Section 1.4 of this Agreement.

7.3 No Accounting. Except as provided in this Agreement, neither the withdrawing Partner nor his or her heirs, estate or legal representatives, successors or permitted assigns shall be entitled to a valuation of such withdrawing Partner's Partnership Interest, an accounting of the Firm, or any interest in the Firm's profits or receivables. Each Partner hereby consents to the foregoing on behalf of himself or herself and his or her heirs, estate, legal representatives, successors and permitted assigns, and he or she hereby consents that the payments specifically

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provided in Article 7 hereof shall be deemed in settlement of his or her account in lieu of an accounting.

7.4 Voluntary Withdrawal or Retirement. Any Partner may voluntarily withdraw from the Firm as of the last day of any calendar month which is at least thirty (30) days after the date the Partner gives written notice ("Notice Period") addressed to the Firm, and delivered to the Managing Partner, of his or her intention to withdraw; *provided, however*, that the Notice Period may be waived or such Partner's Termination Date may be an earlier date with the approval of Managing Partner.

7.5 Expulsion.

(a) A Partner may be expelled from the Firm as follows:

(i) without cause by a unanimous vote of the Senior Partners plus any two other Partners, and upon no less than fifteen (15) days prior written notice to such Partner from the Firm;

(ii) immediately for cause by the affirmative vote of a majority of all members of the Management Committee upon the occurrence of one or more of the events specified in sub-section (b) below.

Notwithstanding any other provision of this Agreement, no prior notice or meeting shall be required if expulsion is for cause pursuant to subsection (b)(i) or (ii) below, and, if given, such notice need state only the date, time, and place of the meeting at which the vote with respect to such expulsion is to be held. For all other grounds for cause, the Management Committee shall furnish to the Partner proposed for expulsion, no less than five (5) days prior to the date on which the meeting of the Management Committee at which the vote with respect to such expulsion is to be held, written notice of such meeting setting forth a short statement of the grounds for such proposed expulsion of the Partner. The Partner proposed to be expelled shall be entitled to be present at the Management Committee meeting at which such vote is to be taken but may not participate in such vote even if such Partner is a member of the Management Committee.

(b) The following shall constitute sufficient grounds for expulsion of a Partner for "cause:"

(i) being disbarred, suspended or otherwise disciplined by final action of any duly constituted authority, for a period in excess of six (6) months, from the practice of law in any jurisdiction;

(ii) being convicted of a felony under any state or Federal law;

(iii) failing to maintain in good standing his or her license to practice law in the State in which he or she primarily practices; *provided, however*, no "cause" shall exist if any such license lapses as a result of a curable defect, and such partner promptly takes all reasonable measures to cure such lapse.

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(iv) engaging in professional misconduct in violation of the New York RPCs or the rules of any court or any jurisdiction where the Partner is admitted to practice after being requested in writing by the Managing Partner or the other Partners to desist from such misconduct;

(v) being insolvent or declared bankrupt or making an assignment of assets for the benefit of his or her creditors;

(vi) failing to file federal, state or local tax returns as required by law, or if any taxing authority determines that such Partner has committed an act of tax evasion;

(vii) pursuing a course of action that seriously injures the professional standing of the Firm after being requested in writing by the Managing Partner and/or other Partners to desist from such course of action;

(viii) materially breaching this Agreement, and failing to cure, or take substantive action to cure, the breach within fifteen (15) days after being advised in writing of the breach by the Managing Partner;

(ix) failing to perform according to the standards set by the Firm as set forth in this Agreement, any Policies, or elsewhere, after being notified in writing of the deficiencies by the Managing Partner, and failing to cure, or take substantive action to cure, such deficiencies within fifteen (15) days of such written notice; or

(x) as otherwise required by the Partnership Law, the New York RPCs or other applicable law governing the practice of law in the jurisdictions and courts in which the Firm practices.

7.6 Disability.

(a) Temporary Disability. A Partner shall be temporarily disabled if (i) the subject Partner has been determined to be temporarily disabled by such Partner's or the Firm's disability insurance carrier, if applicable; and/or (ii) the subject Partner has become temporarily physically or mentally disabled such that he or she is temporarily unable to adequately engage in the practice of law and to perform normal and customary Partner duties due to any physical or mental condition, irrespective of any determination of disability made by a disability insurer. In the event of any doubt among the Partners concerning the existence of a temporary disability, the procedures in sub-section (d) shall apply.

(b) If, after six months, the Partner is unable to fully resume the practice of law and normal and customary Partner's duties, a decision shall be made by the Managing Partner, or in the event of a dispute between the Managing Partner and the affected Partner, pursuant to the procedures in sub-section (d), whether the temporarily disabled Partner should be considered permanently disabled and subject to sub-section (c).

(c) Permanent Disability. A Partner shall be permanently disabled (i) if the subject Partner has been determined to be permanently disabled by the Firm's disability insurance carrier, if applicable; (ii) if a guardian or general conservator has been appointed for

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the subject Partner; (iii) if a judicial determination is made that the subject Partner has become incapable of performing the subject Partner's duties under the Agreement; and/or (iv) if the subject Partner has become permanently physically or mentally disabled such that he or she is permanently unable to adequately engage in the practice of law and to perform normal and customary Partners' duties due to any physical or mental condition, irrespective of any determination of disability made by a disability insurer. Any dispute concerning the existence of permanent disability of a Partner shall be resolved in accordance with the procedures in sub-section (d).

(d) Medical Examination. In the event of any dispute among the Managing Partner or the Partners regarding whether a Partner is disabled, or the extent of such disability, the subject Partner shall, upon the direction of the Managing Partner, and after notice given by the Managing Partner to the subject Partner, submit to a medical examination by a physician selected by the Managing Partner, such examination to be conducted at a reasonable time and location. The subject Partner or his or her legal guardian, if any, shall execute all necessary HIPPA-compliant authorizations to permit such physician to review all reports, diagnoses, conclusions and medical records relevant to the subject examination, and to disclose to the Management Committee the physician's findings and reports in connection with such examination. Such findings and reports shall also be delivered to the subject Partner. The determination of such physician as to whether or not the subject Partner is disabled, and as to the extent or duration of the disability, shall be final and binding upon the subject Partner and upon the Firm. All information disclosed in connection with the examination of a Partner under this sub-section shall be held in confidence by the Partners and the Firm. The examination shall be paid for by the Firm.

7.7 Payments upon Termination.

(a) Death. If a Partner dies and the Firm has procured and maintained a life insurance policy upon such Partner's life, the Firm shall pay to his or her heirs, estate or legal representative (as determined in the Firm's sole discretion) any amounts due to the Partner pursuant to sub-section (b), from the proceeds of such insurance policy. Any insurance proceeds in excess of the Termination Payments shall be paid to the Partner's heirs, estate or legal representatives. If insurance proceeds are not available, the Firm shall pay the Termination Payments to such Partner's heirs, estate or legal representatives as set forth in this Agreement. If the insurance proceeds are less than the Termination Payments owed to the Partner, the Firm shall pay the deficiency. For avoidance of doubt, the deceased Partner's heirs, estate or legal representative shall receive the greater of the amount of the insurance proceeds for such Partner or the amount of the Termination Payments applicable to such Partner under sub-section (b), subject to Section 7.9.

(b) Partner Termination Payments. Upon the termination of the Partnership Interest of a Partner, the Firm shall pay to such Partner or the Partner's estate or legal representatives, the sum of the following (the "Termination Payments"):

(i) any unpaid compensation, including any accrued but unpaid draws or other Distributable Profits, or unreimbursed expenses as of the Termination Date, to be paid within sixty (60) days of the Termination Date;

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(ii) the balance of his or her Capital Account as of the Termination Date, to be paid, in equal monthly installments, without interest, within thirteen (13) months, commencing on the first day of the second month after the month in which the Termination Date occurs; and

(iii) any unpaid loan to the Firm due to the Partner, to be paid, in equal monthly installments, without interest, within thirteen (13) months, commencing on the first day of the second month after the month in which the Termination Date occurs;

Less:

(iv) any liabilities or obligations of the Partner to the Firm.

(v) If a Partner is expelled from the Firm for "cause" of if grounds for expulsion for "cause" are subsequently discovered, any damage incurred by the Firm in connection with such Partner's conduct (in such amounts as the Management Committee determines in its sole discretion), shall be offset against any amounts to be paid to the Partner pursuant to this sub-section (b).

(vi) Any income belonging to the Firm under Sections 4.2 or 7.10(a), which the Partner refuses to deliver to the Firm.

7.8 Limitations, Conditions and Deferral. Notwithstanding any provisions of this Agreement to the contrary, payment of the amounts owed under Section 7.8, owing by the Firm to any one or more terminated Partners or to the heirs, estate of legal representative of any deceased partner (collectively, "Former Partner") shall be subject to the following additional terms, conditions and limitations, which conditions and limitations may be waived by unanimous consent of the Senior Partners:

(a) All amounts shall be payable only from and to the extent of Firm assets, and the Former Partner shall have no recourse to the individual assets of any Partners, including the Senior Partners, for payment thereof; and

(b) The Firm's liability on account of the payout amounts to Former Partners shall be subordinated in priority to all ordinary Firm Expenses and to any indebtedness of the Firm, to parties other than a Partner, existing as of a Former Partner's Termination Date, but not to the payment of any compensation or Allocated Distributable Cash owed to the Partners.

(c) Notwithstanding anything contained elsewhere in this Agreement to the contrary, if payments to a Former Partner on account of his or her Termination Payment balance will amount in any month to more than one-twelfth (1/12) of five (5%) percent of the distributable profits for the year preceding the year in which payments are due, then the excess over said one-twelfth (1/12) of five (5%) percent (or the total of such excess amounts for all months for which there were such excess amounts) shall be deferred and paid out in as many monthly installments as are reasonably necessary until all payments on account of all Termination Payment balances are made in full, subject, however, to continued application of the aforesaid limitations under this Section. No interest shall accrue on deferred payments.

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(d) The Former Partner must continue to abide by all of his or her contractual and fiduciary obligations to the Firm and/or its Partners, including without limitation, acting in good faith to bill and collect all outstanding receivables due from clients for work done while at the Firm.

7.9 Fees.

(a) All fees or other compensation earned by a Partner while a Partner of the Firm that would belong to the Firm if received during that period (including all the items referred to in Section 4.2 hereof) shall belong to the Firm even though not received until after he or she shall have ceased to be a Partner. Any Former Partner shall notify the Firm of the receipt of any such amounts and shall take all steps necessary to deliver such amounts to the Firm. A Former Partner shall have a continuing obligation to the Firm to use reasonable efforts to collect any fees or other compensation owed to the Firm for services provided to, or disbursements made on behalf of, any client serviced by the Partner while at the Firm, regardless of whether such client remains at the Firm or transitions to another firm.

(b) Prior to the Termination Date of a Partner who voluntarily withdraws, or retires, from the Firm, or such earlier date for withdrawal or retirement as shall have been approved in writing by the Managing Partner, such Partner shall (i) prepare all prebills and/or invoices for any matter for which he or she has billing responsibility (including those for which he or she may not be the billing partner) or agree with the Managing Partner on a plan for delayed billing, (ii) advise the Managing Partner of the status of active matters and, prior to communicating with the clients on those matters or any other clients with whom the Partner has dealt while an associate or Partner at the Firm, give the Managing Partner the opportunity to communicate, either by a joint communication or as otherwise determined by the Managing Partner, with those clients as to their right to choice of counsel; (iii) not communicate with or solicit clients of the Firm with which the Partner has had no relationship while a Partner or while employed at the Firm; (iv) not communicate with any associates or other employees concerning his or her departure without first advising the Managing Partner of his or her plan to do so; (v) submit any devices containing Firm-related information (including, but not limited to, PDA's, laptops, telephones, flash drives) to the Managing Partner and/or the Firm HR Department to be wiped clean of such information; and (vi) unless otherwise authorized by the Managing Partner, return to the Firm all Firm property, including all electronic and hard copy records, any reference materials or books supplied by the Firm, including any non-public documents relating to the Firm's business structure, composition, finances, clients, any policy and procedure manuals, and any and all files or other papers pertaining to the Firm's operations and its clients, other than client-related material for which a client has supplied an authorization for file transfer to that Partner, as discussed in Section 7.12 below. Until the actual date of withdrawal from the Firm, the Partner shall remain a partner of the Firm and subject to all obligations of a partner of the Firm. In no event shall the Notice Period set forth in Section 7.4 be waived without adherence to the requirements of this sub-paragraph (b), except that the Managing Partner may determine that the Partner has substantially complied with such requirements.

(c) A departing Partner shall continue to maintain in confidence all Confidential Information of the Firm.

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7.10 Cooperation by Former Partner. Each Former Partner shall cooperate with the Firm to the extent reasonably requested by the Firm from time to time in connection with Firm matters which may arise as a result of services rendered by the Firm prior to the Former Partner's termination of his membership in the Firm, including, without limitation, Firm billing matters. A Former Partner shall continue to abide by all confidentiality obligations owed to the Firm, including maintain in confidence all Confidential Information of the Firm pursuant to Section 2.7, and any information received pursuant to Section 4.6, above.

7.11 Client Files. A Former Partner shall not be entitled to possession of, nor access to, files and documents pertaining to the matters of any clients of the Firm, even those matters on which the Former Partner worked, unless and until such clients (i) so direct in writing and (ii) have paid all fees and expenses, whether or not invoiced, incurred on their matters. Possession of any such files and documents by the Former Partner without such a direction having been given or without such fees and expenses having been collected shall be considered a breach of this Agreement; provided, however, if needed in connection with the defense of any claim against such Former Partner with respect to a client, such Former Partner shall have access to the client file in existence as of the Former Partner's departure date for purposes of inspection and/or copying at any time during regular business hours, without cost or further obligation on the part of the Firm. A Former Partner shall be obligated to make any client file or records transferred to the Former Partner freely available to the Firm during business hours if needed by the Firm to assert any claim for fees or to defend the Firm or the Partners against any claim asserted by such clients.

ARTICLE 8– DISSOLUTION

8.1 Dissolution. The Firm shall be dissolved by:

(a) A vote of the Senior Partners pursuant to Section 3.5 hereof;

(b) The sale, transfer or assignment of all or substantially all of the assets of the Firm to a person other than a Partner;

(c) The adjudication of the Firm as insolvent within the meaning of insolvency in either bankruptcy or state creditor-debtor law; (ii) the filing of an involuntary petition in bankruptcy against the Firm (which is not dismissed within ninety (90) days); (iii) the filing against the Firm of a petition for reorganization under the Bankruptcy Code (which is not dismissed within ninety (90) days); (iv) a general assignment by the Firm for the benefit of creditors; (v) the voluntary claim (by the Firm) that it is insolvent under any provision(s) of the Bankruptcy Code; or (vi) the appointment for the Firm of a temporary or permanent receiver, trustee, custodian, or sequestration and such receiver, trustee, custodian, or sequestration is not dismissed within ninety (90) days; or

(d) The termination for any reason of all but one Partner.

8.2 Liquidators. Upon the dissolution of the Firm, a person or persons selected by a majority of the Partners shall act as liquidators to wind up the Firm. The liquidators, who may, but need not be Partners, shall have full power and authority to sell, assign and encumber any or all of the Firm's assets, collect by any commercially reasonable means fees due to the

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Firm by its clients, engage the services of brokers, appraisers, auctioneers, accountants, counsel and other professionals and to otherwise wind up and liquidate the affairs of the Firm in an orderly and businesslike manner, upon such terms and conditions, and for such remuneration, as shall be determined by the Partners.

8.3 Obligations of Partners to Firm.

(a) In the event of the dissolution of the Firm, any indebtedness of the Partners to the Firm, shall become immediately due and payable.

(b) All Partners shall cooperate in the winding up of the Firm affairs and, without limiting the generality of the foregoing, shall refrain from the following conduct:

(i) transferring Firm assets, other than in pursuance of the plan or winding up and liquidation of the Firm;

(ii) failing to comply with client directives to turn over client files;

(iii) refusing to sign substitution of counsel forms on behalf of the Firm;

(iv) removing client files from the offices of the Firm without approval of the liquidators or the Managing Partner, and without noting the same on a permanent log that is available for inspection by any party or counsel;

(v) removing any Firm books of account and records;

(vi) refusing access by other Partners or the liquidators, to personal effects, office forms, files, computer disks, storage media or equipment; and

(vii) tampering with information found in any files, computers, devices, or other storage media used by the Firm, any Partner of the Firm, or any employee of the Firm, wherever such files, computers, devices, or other storage media are located.

(c) Upon dissolution, any Partner remaining in the premises occupied by the Firm who is not solely engaged in the windup of the Firm shall pay to the Firm the fair market rental value for the use of those premises until such time as he or she shall remove himself, herself or itself from those premises.

(d) Each Partner shall be allowed to purchase the furniture in his, her or its office, office equipment and other Firm property at a price to be set pursuant to a valuation by a disinterested appraiser who shall appraise all such property for purposes of sale and liquidation.

8.4 Distribution of Proceeds. All proceeds from liquidation shall be distributed in the following order of priority:

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(a) To the payment of the expenses of liquidation and the debts and liabilities of the Firm;

(b) To the setting up of such reserves as the Liquidators may reasonably deem necessary for any contingent liabilities of the Firm (including, without limitation, reserves for payment of fees for brokers, appraisers, attorneys, accountants and auctioneers, moving expenses, premises restoration obligations and file storage expenses);

(c) To purchase a tail errors and omissions professional liability insurance policy covering all Partners;

(d) to repay any loans to the Firm by a Partner;

(e) To the Former Partners on account of any amounts owed to them pursuant to Article 7, *subject* to the continuing conditions and limitations imposed by this Agreement, including without limitation Section 7.9;

(f) To the Partners in proportion to, and to the extent of, their respective Capital Account balances (as determined after the foregoing distributions and after allocation of all items of taxable income and losses incident to the liquidation); and

(g) The balance, if any, to the Partners in proportion to their Partnership Interests.

8.5 Unfinished Business. In the event that there shall be any unfinished client matters upon termination of the Firm, the Partners with whom the relevant clients choose to continue may complete such matters. The Partner completing the work shall use reasonable efforts to collect any fees or other compensation owed to the Firm for services provided to, or disbursements made on behalf of, the client prior to the dissolution of the Firm. Any such amounts received by such Partner shall be held in trust by the recipient for the benefit of the Firm and its creditors, and shall be accounted for and paid over to the Firm. The Firm's right to receive compensation for matters started at the Firm shall be limited to fees for work performed and services provided prior to the date of dissolution of the Firm, and neither the Firm nor any of the Partners shall have any right to fees for work performed or services provided by the Former Partner or his or her new firm for completing the work after the date of dissolution of the Firm.

8.6 Use of Name. Upon the dissolution of the Firm, the right to use the name of any Partner by any of the other Partners shall cease.

8.7 Records and Storage. Upon the dissolution of the Firm, to the extent required by applicable law, the Partners shall make appropriate arrangements for the maintenance of the Firm's records, and compliance with all other applicable laws, rules and requirements.

8.8 Termination. Upon completion of the winding up of the affairs of the Firm and the distribution of all Firm assets, the Firm shall terminate, and the Liquidator shall thereupon execute and file such additional statements of dissolution and any and all other documents required to effectuate the dissolution and termination of the Firm.

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ARTICLE 9– LIABILITY; INDEMNIFICATION; INSURANCE

9.1 Liability. No Partner shall, except pursuant to the written consent of such Partner and pursuant to the terms of the New York RPCs or other applicable law, be personally liable or accountable, directly or indirectly (including by way of indemnification, contribution, assessment or otherwise), for debts, obligations and liabilities of, or chargeable to the Firm, or another Partner or Partners, whether arising in tort, contract or otherwise, solely by reason of being a Partner or acting (or omitting to act) in such capacity, when such debts, obligations and liabilities occur, are incurred or are assumed while the Partner is a Partner of the Firm.

9.2 Indemnification.

(a) The Firm shall defend, indemnify, and hold harmless, and advance reasonable legal fees for, each Partner, including Former Partners, with respect to any Firm debt, obligation or liability chargeable to such Partner, whether arising in tort, contract, or otherwise, when such debts, obligations, or liabilities occur, are incurred or are assumed in the course of the Firm's business and in accordance with the provisions of this Agreement.

(b) Notwithstanding sub-section (a), above, no Partner or Former Partner shall be entitled to indemnification or fee advancement with respect to any loss, cost, and expense, to the extent such loss, cost, and expense exceeds the limits of, or is excluded from coverage under, the professional liability insurance, primary and excess, maintained by the Firm, resulting from any and all negligence, wrongful acts or misconduct, for which a Partner, or anyone in or under said Partner's sole supervision, is individually responsible. Prior to any fee advancement, a Partner or Former Partner must execute an undertaking agreeing to repay the Firm for any amounts advanced to the Partner if it is ultimately determined that the Partner was not entitled to indemnification hereunder.

(c) Partner and Former Partner shall indemnify and hold harmless each of the other Partners and the Firm against all loss, cost, and expense, resulting from any and all claims against the Firm or the other Partners by reason of any act or negligence of the Partner or Former Partner that (i) occurred prior to the date that such Partner became an employee or partner of the Firm; (ii) resulted from any negligence, wrongful acts, or misconduct in rendering legal services, for which the Partner, or anyone in or under said Partner's sole supervision, is individually responsible, if and to the extent that such loss, cost or expense exceeds the limits of, or is excluded from coverage under, the professional liability insurance, primary and excess, maintained by the Firm; or (iii) occurred subsequent to such Partner's Termination Date in connection with any client matter if the such Partner continued to act as counsel for the client with respect to such matter following such Termination Date.

9.3 Guaranties. Notwithstanding the foregoing, if, with respect to any obligation entered into by the Firm, such as a lease entered into by the Firm for any premises to be used for purposes of Firm business, or financial line of credit ("Partnership Obligation"), any Partner ("Guarantying Partner") agrees to execute a personal guaranty (the "Guaranty") of the Firm's payments and performance pursuant to such Partnership Obligation, the Guarantying Partner shall be entitled to indemnification as set forth in this Paragraph. If at any time the Firm defaults on any payment pursuant to, or breaches any provision of, such Partnership

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Obligation, thereby triggering the Guarantying Partner's liability pursuant to the Guaranty, the other Partners shall indemnify, pro-rata based upon their respective Partnership Interests at the time of the default, the Guarantying Partner against any loss, cost or expense incurred or arising out of or the performance of his or her obligations pursuant to the Guaranty. If any of the Partners fails to pay their pro-rata share of such indemnification ("Defaulting Partner"), the other Partners ("Non-Defaulting Partner(s)") shall be jointly and severally liable for the Defaulting Partner's pro-rata share. The Non-Defaulting Partner(s) shall be entitled to be reimbursed out of any distribution otherwise allocated or payable to the Defaulting Partner, if any, and, to the extent of any shortfall in such reimbursement, shall have a right of indemnification and fee advancement hereunder against the Defaulting Partner.

9.4 Professional Liability Insurance.

(a) The Firm shall maintain primary professional liability insurance coverage for professional staff, with such terms and in such amounts as the Managing Partner may from time to time determine. The Firm may also maintain excess professional liability insurance coverage with such additional limits of coverage as the Managing Partner may determine appropriate to cover its risks.

(b) The Partners shall cooperate with any investigation commenced by the Firm (either directly or through its retention of outside counsel or other investigatory organization) or the Firm's professional liability insurer in any matter arising from or in connection with the defense of a claim against the Firm or any Partner. A Partner shall promptly notify the Managing Partner in writing upon any of the following: (i) learning of any act or event that a disinterested attorney would regard as a reportable incident under the Firm's professional liability insurance; (ii) any claim of malpractice or accusation of wrongdoing asserted by any client or third party against any Partner or against the Firm; (iii) any request for a tolling agreement; (iv) any request, application or motion for sanctions in any matter; (v) any threat or complaint of a disciplinary nature by any client or third party; (vi) any decision by any court, disciplinary or grievance committee, or other judicial or quasi-judicial entity that makes any finding of professional liability, malpractice, misconduct, wrongdoing, sanctions or the like against any Partner or against the Firm.

ARTICLE 10– MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire agreement among the Partners and rescinds, replaces and supersedes all prior agreements, including the Prior Agreement, and any other representations, warranties, statements, promises, and understandings (whether oral or written) with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except as set forth in this Agreement.

10.2 Waivers. No consent to, or waiver of, express or implied by a Partner or the Firm, or the breach or default by any Partner in the performance of his or her obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default.

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10.3 Further Assurances. Each party hereto agrees to do all acts and things and to make, execute, and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

10.4 Survival of Rights. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of signatories hereto (as well as all future parties who are admitted as Partners in the Firm), their respective spouses, heirs, executors, legal representatives, and permitted successors and assigns.

10.5 Third Party Benefit. None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of the Firm or of any of the Partners, and no such provision shall be enforceable by any party not a signatory to this Agreement other than a Partner's legal representatives or successors in interest.

10.6 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or pursuant to the rules of professional conduct in the states or jurisdiction in which the Firm has offices, such holding shall not invalidate or render unenforceable any other provisions hereof.

10.7 Construction. This Agreement shall be construed in its entirety according to its plain meaning. The parties hereby agree that this Agreement shall be construed as an agreement negotiated at arm's length between and among equally sophisticated business persons, each represented and advised by separate counsel of his or her choosing. This Agreement shall not therefore be construed against the party who provided or drafted all or any portion of this Agreement.

10.8 Headings. Any headings preceding the text of the several sections hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, and they shall not affect its meaning, construction or effect.

10.9 Legal Fees. Each party hereto shall be solely responsible for paying any and all legal fees, disbursements and other expenses incurred by such party in connection with the negotiation and preparation of this Agreement.

10.10 Notices. All notices under this Agreement shall be in writing and, except for notices with respect to dissolution of the Firm pursuant to Article 8 or expulsion of any Partner pursuant to Section 7.5 hereof, may be by means of electronic mail. Notices with respect to dissolution or expulsion of any Partner shall be given by electronic mail and by overnight courier or hand delivery addressed to all Partners, including, as the case may be, the Partner subject to expulsion, at the addresses set forth in the books and records of the Firm. Such notice shall be effective when delivered by hand during normal business hours or on the first business day after delivery to an overnight courier.

10.11 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, without regard to any of the principles of conflicts of law that would require application of the laws of another jurisdiction.

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10.12 Dispute Resolution.

(a) Good Faith Negotiation. Prior to initiating mediation, arbitration or any other formal dispute resolution proceeding, each Partner agrees that he or she will attempt to negotiate in good faith the resolution of any dispute, controversy, or claim arising out of or relating to any provision of this Agreement, or breach thereof (including, without limiting the generality of the foregoing, any contest of the validity or enforceability of any of the provisions of this Agreement including this Section 10.12) or any statutory, contractual or other rights or obligations owed or allegedly owed by any Partner or Former Partner to the Firm or by the Firm to any Partner or Former Partner arising from or relating to the Partner or Former Partner's association with or membership in the Firm (a "Dispute"). A Partner shall commence good faith negotiations under this subsection by submitting a written complaint ("Complaint") to the Managing Partner setting forth in sufficient detail the basis for the Complaint and identifying the provisions of this Agreement that the Partner alleges have been, if any. No mediation, arbitration or other formal dispute resolution procedure may be commenced prior to thirty (30) days after the Complaint is submitted to the Managing Partner, during which time the parties shall negotiate in good faith to resolve the Dispute. The parties may agree in writing to extend the 30-day time period.

(b) Arbitration. If the Dispute is not resolved through good faith negotiations within the 30-day time period set forth in subsection 10.12(a) (or any extension thereto), the Dispute shall be exclusively resolved through binding arbitration conducted pursuant to the expedited rules of the American Arbitration Association ("AAA") before a single arbitrator. Unless the parties to the Dispute agree otherwise in writing the arbitrator shall be (i) a Member or Equity Partner in a management position (ii) in a law firm that is based in (or with a substantial office in) New York comprised of no fewer than ten (10) attorneys; and (iii) in practice at least fifteen (15) years. Prior to any arbitration hearing on the merits of the Dispute, the parties to the Dispute consent to submit the Dispute to mediation pursuant to the AAA rules or as otherwise agreed by such parties if requested by any of the parties to the Dispute. Each party to the Dispute shall be responsible for its, his or her own attorneys' fees, expenses and costs in such arbitration regardless of the outcome and the arbitrator shall have no authority to award attorney's fees, expenses or costs in favor of or against any party.

10.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Partners have executed this Agreement as of the dates written below.

By: _____
Name: Justin M. Sher, Founding Partner
Date: December 17, 2025

By: _____
Name: Michael Tremonte, Founding Partner
Date: December 16, 2025

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SCHEDULE A

Partners

(Current as of: April 15, 2025)

Partners		Partnership Interest	Capital
1.	Justin Sher	50%	$844,373
2.	Michael Tremonte	50%	$804,889[1]

[1] These capital accounts will be adjusted to be equal after the Firm's books through 2025 are closed.

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SCHEDULE B
Contributed Personal Property

1. Justin Sher

Personal Property: Artwork in personal office; 12/12/12 Sandy Relief Photograph in hall; various web site domains purchased through GoDaddy account, including sherllp.com, shertremonte.com, shertremonte.info, executivelawny.com, executivelawny.com, executivedefenderny.com, whitecollardefender.com.

2. Michael Tremonte.

Personal Property: Artwork in personal office; two large black and white framed photographs of water drops in hall.

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SCHEDULE C
Management Committee Members as of Effective Date

1. Justin Sher
2. Michael Tremonte
3. Noam Biale
4. Kimo Peluso
5. Erica Wolff

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SCHEDULE D

Parties Offered Joinder Agreement as of Effective Date

Partner	Partnership Interest Offered	Position Offered
1. Kimo Peluso	5%	Senior Partner
2. Mark Cuccaro	3%	Partner
3. Erica Wolff	3%	Partner
4. Noam Biale	2%	Partner
5. Alison Moe	1%	Partner
6. Justin Gunnell	1%	Partner
7. Brian Kidd	1%	Partner

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SCHEDULE E

Outside Affiliations

(Pursuant to Section 2.5 of the Agreement)

Partner		Affiliation(s)
1.	Justin Sher	Climate Victory Council, League of Conservation Voters
2.	Michael Tremonte	Citizens Budget Commission; Wildcat / FEDCAP Group

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SCHEDULE F

This Policy shall govern the allocation of Partnership Interests to, from and among any and all new, existing and terminating Partners. This Policy may be amended as set forth in the Sher Tremonte LLP Amended and Restated Partnership Agreement (the "Agreement").

The allocation pursuant to this Policy shall be calculated by the Tax Matters Partner or, in his or her absence, by the Managing Partner.

I. Partnership Interest Awards:

A. *Senior Partners*. A party admitted as a Senior Partner (other than the Founding Partners) shall receive, in total together with any equity interest already held by them, an equity interest equal to the lesser of (*i*) five percent (5%) or (*ii*) the smallest percentage Partnership Interest held by any other Senior Partner following any resulting re-allocation set forth below.

B. *Other Partners.* For any other party admitted as a Partner pursuant to a Joinder Agreement after the Effective Date, other than pursuant to Schedule D to the Agreement, the party's respective percentage interest in the Firm shall be such amount approved by a unanimous vote of the Senior Partners at the time the party is offered such admission, or, if no such amount is approved, the lesser of (*i*) one percent (1%), or (*ii*) the smallest percentage Partnership Interest held by any other Partner following any resulting re-allocation set forth below.

II. Reallocation:

A. *From Founding Partners*. If the Founding Partners in aggregate own 50% or more of the Partnership Interests, then the equity interests allocated to any party (including without limitation any party newly admitted as a Partner, or as a Senior Partner), shall be allocated from each of the Founding Partners equally.

B. *From All Partners.* If the Founding Partners in aggregate own less than 50% of the Partnership Interests, then the equity interests allocated to such party shall be re-allocated (a) from all existing Partners pro rata according to each of their Partnership Interests, or (b) from all existing Partners in such other manner as determined by the Senior Partners.

C. *From Terminated Partners.* If any Partner is terminated pursuant to the Agreement, his or her Partnership Interests shall be reallocated to all other existing Partners (a) pro rata according to each of their Partnership Interests, or (b) as otherwise determined by the Senior Partners.

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EXHIBIT 1
Sample Joinder Agreement

This joinder agreement (the "Joinder Agreement"), dated as of _____, 20___, is entered into by and between Sher Tremonte LLP (the "Firm") and _____ (the "New Partner").

WHEREAS, the Partners of the Firm are presently engaged in the practice of law under the Amended and Restated Partnership Agreement dated as of January 1, 2026, as amended from time to time hereafter (the "Partnership Agreement"), under the name "Sher Tremonte LLP;"

WHEREAS, the Firm has decided pursuant to the Partnership Agreement to invite New Partner to become a Partner of the Firm; and

WHEREAS, New Partner has agreed to become a Partner of the Firm on the terms and conditions herein set forth and in the attached rider (the "Rider").

NOW THEREFORE, in consideration of the mutual covenants, conditions, and representations set forth herein, the parties agree as follows:

1. Date of Admission. This Joinder Agreement is conditioned on New Partner making the Capital Contribution set forth in the attached Rider, if any, within 30 days of the execution of this Joinder Agreement. This Joinder Agreement shall take effect and the New Partner shall be deemed admitted upon the agreement date set forth above or, if a Capital Contribution is set forth in the Rider, the date on which New Partner has paid the Capital Contribution set forth in the Rider. New Partner hereby agrees to become a Partner of the Firm, and to become a party to the Partnership Agreement, as amended from time to time hereafter, and does hereby agree to be bound by all of the terms of the Partnership Agreement as though New Partner had originally executed the Partnership Agreement and any amendments thereto. Capitalized terms not defined herein shall have the meaning set forth in the Partnership Agreement.

2. Partner Approval. New Partner has been admitted as a Partner of the Firm pursuant to the terms of the Partnership Agreement, and the Partners agree that New Partner shall be entitled to all the rights and privileges of a Partner as set forth in the Partnership Agreement, as amended from time to time hereafter.

3. Personal Property. The property listed in the attached Rider and the affiliations listed in the attached Rider shall be treated as contributed personal property and as the Outside Affiliations of the New Partner, respectively, as set forth in Article 1 and Article 2 of the Partnership Agreement.

4. Partnership Interests / Contribution. New Partner is hereby awarded the Partnership Interest set forth in the attached Rider, if any. Schedule A to the Partnership Agreement shall be amended to reflect the Partnership Interest of New Partner upon admission

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to the Firm, and the adjustment of Partnership Interest(s) of the other Partner(s), a copy of which will be provided to New Partner within seven days of this Joinder Agreement or of New Partner's payment of the Capital Contribution, if any.

5. Further Assurances. Each party hereto agrees to do all acts and things and to make, execute, and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement as of the day and year first above written.

SHER TREMONTE LLP	NEW PARTNER
By:	
_____	_____
[Name], Managing Partner	[Name]

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Riders to Joinder Agreement

Name of New Partner: _____

Effective Date of Joinder Agreement: _____

Capital Contribution Amount (if any): _____

Schedule B
Contributed Personal Property:

Schedule E
Outside Affiliations:

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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
April 2, 2026	Michael Tremonte	