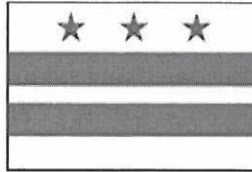


Initial File #: P00005540893

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF STATEMENT OF QUALIFICATION*** is hereby issued to:

Wiss & Partners LLP

Effective Date: 11/21/2016

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 11/21/2016 6:51 PM



Business and Professional Licensing Administration

A handwritten signature in cursive script, reading 'Patricia E. Grays'.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: GZSgRGxN



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government
 Corporations Division

Statement of Qualification for Domestic Limited Liability Partnership
Form DLLP-1, Version 3, January 2011.

Use this form to form a Domestic Limited Liability Partnership in the District of Columbia.

ENTITY TYPE	FILING FEE
Domestic Limited Liability Partnership	Refer to Corporate Fee Schedule posted online.

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the domestic filing entity listed below hereby applies for a Statement of Qualification and for that purpose submits the statement below.

1. The name of the partnership. (shall include "limited liability partnership" or "registered limited liability partnership" or the abbreviation "L.L.P.", "R.L.L.P.", "LLP", or "RLLP")

Wiss & Partners LLP

2. The street address of the partnership's principal office.

3000 Albemarle St., NW, Washington, DC 20008

3. Name and address of Registered Agent in the District.

Marcia A. Wiss, 3000 Albemarle St., NW, Washington, DC 20008

4. The partnership elects to be a limited liability partnership.

5. Effective date.

August 12, 2016

6. List all partners (may attach the statement)

Marcia A. Wiss
 Wadie R. Habboush
 Lara Karam

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22 2405.

7. Name of the Governor or Authorized Person.

Marcia A. Wiss

7A. Signature of the Governor or Authorized Person.

Marcia A. Wiss

Mail all forms and required payment to:

Department of Consumer and Regulatory Affairs
 Corporations Division
 PO Box 92300
 Washington, DC 20090
 Phone: (202) 442 4400

Corporate Online Services Information:

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcr.dg.gov>, create the profile, access the online services main page and proceed. Online filers must pay by using the credit card.

Please check dcr.dg.gov to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

Welcome mhyman

[Home](#) [Search](#) [Admin](#) [Reports](#) [Help](#) [Log Out](#)**Wiss & Partners L.L.P. - Initial File Number: NR0005492122**[Main](#) [Reports](#) [Miscellaneous](#) [Services](#) [Authorized Officials](#) [Trade Names](#) [Filing History](#) [Stocks](#) [Comm](#)**Entity Info****Entity Id** 4171005**Key Indicators****Model Type** Name Reservation**Locale** Domestic**Qualifier** None**Business Name** Wiss & Partners**Suffix** L.L.P.**Registration / Effective Date** 8/12/2016**Is Perpetual?** No**End Date****Entity Status** Active**Entity Status Date** 8/12/2016**Foreign Name****Date of Organization****State****Country****Suffix** No**Business Address**

Business Address data not found.

Agent

Registered Agent data not found.

Purpose

Purpose Type	Description	File Number	Actions
No Purposes were found.			

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

10

Notes

Note	Created By	Created Date
No Notes were found.		

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

10

Note

Add Note

Business Filings Entity Search

Search Criteria

Inquiry: [Search](#)

Search Type:

Search Results

Work Order Id	Business Name	Created By	Created Date	Date Received	Decision	Decision Date	Deprecated	Examiner Queue
5492134	Wiss & Partners	Wiss, Marcia	8/12/2016	1/1/0001	Rejected	8/18/2016	No	

Work Order Id: 5492134
Business Name: Wiss & Partners
Created By: Wiss, Marcia
Created Date: 8/12/2016 11:55:44 AM
Date Received: 1/1/0001 12:00:00 AM
Decision: Rejected
Decision Date: 8/18/2016 6:35:24 PM
Deprecated: No
Examiner Queue:
Expedited: No
Modified By: Ebb, Maxcine
Modified Date: 8/18/2016 6:35:24 PM
Paid: Yes
Price: 220.00
Queue: Not submitted, In user Queue
Title DLLP-1 LLP Statement of Qualification Web

[«](#) [»](#) [»](#) [»](#) 10 ▼

[Return to Home](#)

EXECUTION VERSION

LIMITED LIABILITY PARTNERSHIP AGREEMENT
of
WISS & PARTNERS LLP

LIMITED LIABILITY PARTNERSHIP AGREEMENT

This limited liability partnership agreement (this “**Agreement**”) of Wiss & Partners LLP, a District of Columbia limited liability partnership (the “**Firm**”) is entered into by Marcia A. Wiss (the “**Managing Partner**”) and each Person who becomes a partner of the Firm and becomes a party to this Agreement as permitted by the provisions hereto (together with the Managing Partner, each a “**Partner**”).

RECITALS

WHEREAS, Wiss & Partners LLP was formed as a limited liability partnership pursuant to the District of Columbia Business Organizations Code (the “**D.C. Code**”) on November 21, 2016; and

WHEREAS, the Managing Partner wishes to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Firm;

NOW, THEREFORE, in considerations of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

“**Agreement**” has the meaning described in the preamble.

“**D.C. Code**” has the meaning described in the preamble.

“**Firm**” means Wiss & Partners LLP, a limited liability partnership formed under the laws of the District of Columbia.

“**Firm Property**” means all property, whether real or personal, tangible or intangible, owned by the Firm.

“**Joinder Agreement**” means an agreement executed by any person in the form of Exhibit B hereto pursuant to which such person becomes a Partner of the Firm.

“**Managing Partner**” means Marcia A. Wiss.

“**Partner**” has the meaning described in the preamble.

“**Partners’ Schedule**” has the meaning described in Section 5.01(a) and is set forth in Exhibit A hereto.

“**Statement**” has the meaning described in Section 2.01(a).

“**Term**” has the meaning described in Section 2.01(b).

“**Transfer**” has the meaning described in Section 3.01(f).

ARTICLE II ORGANIZATION

Section 2.01. Formation.

- (a) Name of Partnership. On November 21, 2016, the Managing Partner formed a limited liability partnership under and pursuant to § 29-610.01 of the D.C. Code under the name of Wiss & Partners LLP and filed a statement of qualification with the District of Columbia Superintendent of Corporations (the “**Statement**”). On November 21, 2016 the District of Columbia Superintendent of Corporations certified that the Firm had complied with all applicable provisions of the District of Columbia Business Organizations Code and therefore issued a Certificate of Statement of Qualifications to Wiss & Partners LLP. The business office of the Firm shall be at such place or places as the Managing Partner may from time to time designate.
- (b) Purpose and Powers. The purpose for which the Firm has been formed is to engage in any lawful act or activity for which limited liability partnerships may be formed under the D.C. Code, as such acts or activities may be determined by the Managing Partner. The Firm shall have the authority to do all things necessary or convenient to accomplish its purposes and to operate its business.
- (c) Term. The Firm shall have perpetual existence unless the Firm is earlier dissolved in accordance with either the terms of the Agreement or the D.C. Code (the “**Term**”).
- (d) Registered Office and Registered Agent. The registered office and resident agent of the Firm shall be as designated in the Statement or any amendment to it and may be changed from time to time in accordance with the D.C. Code.

ARTICLE III PARTNERS AND COVENANTS OF PARTNERS

Section 3.01. Partners

- (a) New Members. At the Managing Partner’s discretion, new Partners may be admitted to the Firm by executing a Joinder Agreement in the form of Exhibit B hereto and making an initial contribution.
- (b) Withdrawal. Any Partner to the Firm may cease to be a Partner by giving notice to the Firm. The notice shall be effective immediately unless a later effective date is specified in the notice.

- (c) Compliance with Laws. The Partners shall be responsible for ensuring compliance with all requirements under the D.C. Code and other applicable laws and regulations. No Partner other than the Managing Partner shall have the right or authority to act for the Firm or take part in the management of the Firm.
- (d) Limited Liability of Partners. No Partner will be personally liable directly or indirectly, by way of indemnification, contribution, assessment or otherwise, for any debt, obligation or liability of the Firm or other Partners solely by reason of being a Partner, whether arising in contract, tort or otherwise. The liabilities of each Partner in liquidation of the Firm shall be limited to the aggregate prior Contributions that they have made to the Firm, and in no circumstance, shall any Partner be obligated to contribute to the assets of the Firm or accept any additional liability whatsoever.
- (e) No Fiduciary Duties. To the fullest extent permitted by the applicable law and rules of professional responsibility, no Partner shall have any duty of loyalty and/or due care and/or any other fiduciary duty, actual or implied, to another Partner with respect to the business and affairs of the Firm.
- (f) Transfers. A Partner may only sell, assign, transfer, exchange, pledge, encumber, gift, or otherwise dispose of all or part of his/her/its interest in the Firm (each a “**Transfer**”) if:
 - i. he/she/it provides written notice to all Partners of his/her/its intent to Transfer his/her/its interest and receives written approval from the Managing Partner of such transfer;
 - ii. the transferee signs a Joinder Agreement in the form specified in Exhibit B hereto; and
 - iii. the transferor signs a termination and release of this Agreement.
- (g) Succession in Interest. A Person receiving an interest in the Firm by Transfer in accordance with the provisions of this Agreement shall become a Partner of the Firm and succeed to all of the rights and obligations of the transferor.
- (h) Other Businesses. Any of the Partners may engage in or possess an interest in other business ventures of every nature and description independently or with others, and neither the Firm nor the Partners shall have any right by virtue of this Agreement in and to any such independent ventures or to the income or profits derived therefrom.

Section 3.02. Covenants. During the Term no Partner shall do any of the following:

- (a) use the name of the Firm (or any substantially similar name) or any trademark or trade name adopted by the Firm, except in the ordinary course of the Firm’s business;
- (b) disclose to any non-partner any of the Firm’s business practices, trade secrets, client confidences, client lists or any other information not generally known to the business community;

- (c) do any other act or deed with the intention of harming the business operations or reputation of the Firm; or
- (d) do any act contrary to this Agreement, except with the prior express written approval of all Partners.

ARTICLE IV FIRM MEETINGS

Section 4.01. Generally.

- (a) Calling a Meeting. Any Partner may call a meeting of the Firm's Partners at any time to be held at the Firm's principal office.
- (b) Notice. The Partner calling the meeting shall give notice of the meeting to all Partners at least ten (10) days prior to the date of the meeting, and shall state the place, date, and hour of the meeting and the general nature of business to be transacted.
- (c) Form of Notice. Notice shall be given by mail or email, addressed to each Partner entitled to vote at the meeting.

Section 4.02. Quorum and Attendance.

- (a) Quorum and Voting. At any duly held or called meeting of Partners, Partners holding at least fifty-one percent (51%) of the voting power who are represented in person shall constitute a quorum for all purposes other than amending this Agreement in which case seventy-five percent (75%) of the interests of all Partners shall be required. No act at any meeting of the Partners shall be valid without the consent of the Managing Partner. The approval of the Managing Partner and a vote of the majority (51%) of all Partners present in person at the meeting shall be sufficient to take any action on behalf of the Firm other than amending this Agreement. The approval of the Managing Partner and a vote of seventy-five (75%) of the Partners present in person at the meeting shall be sufficient to amend this Agreement. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken, other than adjournment, is approved by the requisite percentage of interests of Partners.
- (b) Attendance. Partners may participate in a duly called meeting in-person or remotely using a teleconferencing tool of the Firm's choice at which all Partners can be heard and participate.

Section 4.03. Waiver of Notice. Attendance of a Partner at a meeting shall constitute waiver of notice.

Section 4.04. Consent to Action Without Meeting. Any action that may be taken at any meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the Managing Partner and Partners having not less than the minimum number

of votes that would be necessary to authorize or take that action at a meeting at which all Partners entitled to vote thereon were present and voted. In the event the Partners are requested to consent to a matter without a meeting, each Partner shall be given notice of the matter to be voted upon in the manner described in Section 4.01. In the event that any Partner requests a meeting for the purpose of discussing or voting on the matter so noticed, notice of a meeting shall be given pursuant to Section 4.01 and no action shall be taken until the meeting is held. Unless delayed by a request for and the conduct of a meeting, any action taken without a meeting shall be effective immediately after the required minimum number of voters and the Managing Partner have signed consents to action without a meeting.

ARTICLE V CAPITAL CONTRIBUTIONS

Section 5.01. Capital Contributions.

- (a) Initial Contributions. Each Partner has made, or concomitantly with the execution of a Joinder Agreement, shall make, an initial contribution and, in consideration thereof, is deemed to own a corresponding interest in the percentage set forth opposite such Partner's name and address on Exhibit A attached hereto (the "**Partners Schedule**"). The Managing Partner shall maintain and update the Partners' Schedule upon the admission of new Partners or Transfer of an interest to any new or existing Partner in accordance with this Agreement.
- (b) Additional Contributions. Each Partner shall have the right with the written consent of the Managing Partner, but not the obligation, to make additional contributions to the Firm.
- (c) No Withdrawal. Other than on liquidation in accordance with the provisions of this Agreement, no Partner shall be allowed to withdraw any capital previously contributed to the Firm.
- (d) Changes in Interest. If a Partner makes an additional contribution to the Firm, the Managing Partner shall revise the Partners' Schedule to reflect an increase in the interest of the contributing Partner that fairly and equitably reflects the value of his or her additional contribution in relation to the aggregate amount of all contributions made by the Partners at the time.

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

Section 6.01. Allocation of Profits and Losses. The net income of the Firm shall be allocated to, and any net losses suffered by the Firm shall be borne by, the Partners in the proportions set forth in the Partners' Schedule.

Section 6.02. Distribution of Cash Available for Distribution.

- (a) Amount and Timing of Distributions. The Managing Partner shall determine the amount of any distribution to the Partners and the timing of all such distributions. The Managing Partner's determination shall be binding upon all Partners.
- (b) Adherence to the D.C. Code. Notwithstanding anything to the contrary herein, all Firm distributions shall be made in compliance with the limitations provided in § 29-610.02 of the D.C. Code. The Firm shall not make any distribution to the Partners if such distribution would violate the D.C. Code or other applicable law.

Section 6.03. Priorities Among Partners. No Partner shall be entitled to any priority or preference over any other Partner as to distributions from the Firm.

Section 6.04. No Distribution of Property. No Partner shall be entitled to demand the distribution of the Firm Property other than cash as part of the return of that Partner's capital account on dissolution. **The distribution of any Partner's capital account upon his or her withdrawal from the Firm is in the sole discretion of the Managing Partner and may be paid based on a reasonable schedule of payments without interest.**

ARTICLE VII BOOKS, RECORDS AND CAPITAL ACCOUNTS

Section 7.01. Firm's Accounting Practices.

- (a) Balance of Books. The Firm's books shall be closed and balanced at the end of each fiscal year for the Firm.
- (b) Fiscal Year. The fiscal year-end of the Firm shall be December 31 unless the firm is required by applicable law to have a different taxable year, in which case such different taxable year shall be the Firm's fiscal year.
- (c) Records and Accounts. The Firm shall maintain or cause to be maintained true and proper books, records, reports, and accounts in which shall be entered fully and accurately all transactions of the Firm.
- (d) Access to Records by Partners. Any Partner may, upon reasonable request, (i) inspect and copy, during normal business hours any records the Firm is required to maintain pursuant to this Article VII, and (ii) obtain a copy promptly after becoming available of the Firm's federal, state, and local income tax or information returns for each year.

Section 7.02. Capital Accounts.

- (a) Generally. An individual capital account shall be maintained for each Partner. A capital account shall consist of a Partner's contribution to the initial capital of the Firm, any additional contributions to the Firm capital made by a Partner pursuant to this Agreement, and any amounts transferred thereto from that Partner's income account pursuant to this Agreement.

(b) Adjustment of Capital Accounts.

- i. Each Partner's capital account shall be increased by (x) the amount of such Partner's contributions, including such Partner's initial contribution; (y) such Partner's share of the net profits of the Firm; and (z) any liabilities of the Firm that are assumed by such Partner to the extent they are not paid by the Firm or any other party or forgiven; and
- i. each Partner's Capital Account shall be decreased by the amount of (x) the cash amount or book value of any property distributed to such Partner; (y) the amount of any net loss or other item of loss or deduction allocated to such Partner; and (z) the amount of any liabilities of such Partner assumed by the Firm.

Section 7.03. Loans from Partners. Loans by any Partner to the Firm shall not be considered contributions and shall not affect the maintenance of such Partner's capital account, other than to the extent provided in Section 7.02, if applicable.

**ARTICLE VIII
MANAGEMENT**

Section 8.01. Management of the Firm. The business and affairs of the Firm shall be managed, operated and controlled by or under the direction of the Managing Partner. The Managing Partner shall have, and is hereby granted, full and complete power, authority and discretion for, on behalf of and in the name of the Firm, to take such actions as she may deem necessary or advisable to carry out any and all of the objectives and purposes of the Firm.

Section 8.02. Voting Rights of Other Partners.

- (a) Except as provided in this Section 8.02, Partners other than the Managing Partner shall not have either the obligation or the right to take part, directly or indirectly, in the active management or control of the business of the Firm. The following actions may only be taken after approval by the Managing Partner and the vote of the Partners:
 - i. Amendment of this Agreement as provided in Section 10.02 hereof;
 - ii. Sell all, or substantially all, of the Firm's assets; and
 - iii. Merge, consolidate, dissolve, wind-up or liquidate the Firm or initiate a bankruptcy proceeding involving the Firm.
- (b) Except as otherwise expressly set forth in this Agreement, all of the acts listed in Section 8.02(a) shall be approved by the Managing Partner and fifty-one percent (51%) vote of interests of the Partners, each Partner having one vote for each one percent (1%) interest in profits and losses by that Partner.

Section 8.03. No Fiduciary Duties. To the fullest extent permitted under applicable law and rules of professional conduct, the Partners agree that the Managing Partner shall not, in the performance of her duties as such: (i) owe to the Firm or any Partner or other Person any duty of loyalty and/or due care and/or any other fiduciary duty, actual or implied, or (ii) be liable to the Firm or any Partner or any person for any breach of any duty of loyalty and/or due care and/or any other fiduciary duty, actual or implied.

Section 8.04. No Inconsistent Acts. Notwithstanding anything to the contrary herein, the Firm shall not, directly or indirectly, engage in any activities in violation of applicable rules of professional conduct.

ARTICLE IX DISSOLUTION AND TERMINATION

Section 9.01. Dissolution and Termination.

- (a) Events Giving Rise to Dissolution. No act, occurrence, event or circumstance shall cause or result in the dissolution of the Firm, except for any of the following:
- i. An Agreement in writing by all Partners to dissolve the Firm;
 - ii. the sale of all or substantially all of the Firm Property;
 - iii. the occurrence of an event that makes it unlawful or impossible for all or substantially all of the business of the Firm to be continued; or
 - iv. the entry of a decree of judicial dissolution; provided that, however, the Partners waive the right to seek and shall not seek the entry of a decree of a judicial dissolution.
- (b) No Dissolution. Without limitation on the other provisions of this Agreement, neither the assignment of all or any part of a Partner's interest as provided in this Agreement nor the admission of a substitute Partner nor the bankruptcy or insolvency, or dissolution of a Partner shall, in and of itself, result in the dissolution of the Firm.
- (c) Waiver. Notwithstanding any other provision of this Agreement, each of the Partners waives any right he or she might have to dissolve the Firm upon the bankruptcy of a Partner or the occurrence of an event that causes a Partner to cease to be a Partner of the Firm.

Section 9.02. Responsibility for Winding Up. Upon dissolution of the Firm, the affairs of the Firm shall be wound up by the Managing Partner, or in the absence of the Managing Partner, by the other Partners of the Firm.

Section 9.03. Liquidation and Distribution. The person or persons responsible for winding up the affairs of the Firm shall take full account of the Firm's assets and liabilities, shall liquidate the assets of the Firm as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds in the following order:

- (a) First, to creditors of the Firm, including Partners who are creditors to the extent provided by law;
- (b) Then, to the Partners in proportion to their capital accounts.

Section 9.04. No Priorities. No Partner shall have a priority over any other Partner as to the return of his or her capital account upon the dissolution of the Firm.

Section 9.05. Termination. Upon the completion of the liquidation of the Firm and the distribution of all Firm assets, the statement of dissolution of the Firm shall be filed in the manner required by the D.C. Code, and the Firm shall terminate.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding among the Partners and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Partners relating to the subject matter of this Agreement that are not fully expressed herein.

Section 10.02. Amendments. The provisions of this Agreement may be amended by the consent of the Managing Partner and a vote of seventy-five percent (75%) of the Partners. Any amendment of this Agreement shall be in writing, dated, and executed by all Partners. If any conflict arises between the provision of any amendment and the original Agreement as previously amended, the most recent provisions shall control. No amendment shall, without the unanimous consent of all Partners, modify the Partnership interests of the Partners or the allocation of profits or losses or distributions, or amend this Section 10.02, except as provided in Sections 3.01(a) and 3.01(f).

Section. 10.03. Governing Law. All questions with respect to the construction of this Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the District of Columbia.

Section 10.04. Notices. All notices shall be in writing and sent by regular mail. Except as otherwise provided in this Agreement, all notices to Partners shall be sent to them at the addresses shown for them in the records of the Firm. All notices to the Firm shall be sent to the principal offices of the Firm in the District of Columbia. Notices shall be deemed to have been delivered when received.

Section 10.05. Successors. Subject to any restrictions contained herein, this Agreement shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

Section 10.06. Severability. If any provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

Section 10.07. No Execution by Spouses. This Agreement is executed only by the Partners. Each Partner hereby certifies that he has the full right and authority to bind the marital property of such Partner and his or her spouse.

Section 10.08. Headings. The heading preceding the paragraphs of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall be disregarded in the interpretation of any portion of this Agreement.

Section 10.09. Other Instruments. The parties hereto covenant and agree that they shall execute any instruments and documents as are or may become necessary or convenient to effectuate and carry out the limited liability partnership created by this Agreement.

Section 10.10. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this limited liability partnership agreement.

MARCIA A. WISS

EXHIBIT A
Partners' Schedule

Partner & Address	Ownership and Profits Interest Percentage
Marcia A. Wiss 3000 Albemarle Street NW Washington DC 20008	100%

EXHIBIT B
Form of Joinder Agreement

JOINDER AGREEMENT

Reference is hereby made to the Limited Liability Partnership Agreement of Wiss & Partners LLP, as amended from time to time (the "**LLP Agreement**"), among [EXISTING PARTNERS]. Pursuant to and in accordance with Section 3.01(a) of the LLP Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLP Agreement and agrees that upon execution of this Joinder Agreement, such person shall become a party to the LLP Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLP Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Partner for all purposes thereof and entitled to all the rights and subject to the obligations incidental thereto.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the LLP Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of [DATE].

[NEW MEMBER]

By _____
Name:

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

Oct. 12, 2026 Marcia A. Wiss Marcia A. Wiss