



CULHANE MEADOWS PLLC
THIRD AMENDED AND RESTATED COMPANY AGREEMENT

This Third Amended and Restated Company Agreement of Culhane, Meadows, Haughian & Walsh, PLLC*, a Texas professional limited liability company, is adopted effective as of January 1, 2018 (the “Effective Date”), by the undersigned Members and Managers of the Firm. This Agreement amends and restates the Firm’s Second Amended and Restated Company Agreement dated May 31, 2017, in its entirety. The capitalized terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in Appendix 1 or elsewhere throughout this Agreement. Derivative forms of such capitalized terms shall have corresponding meanings when used in this Agreement.

1. NAME; FISCAL YEAR; ORGANIZATION.

(a) The name of the Firm is “Culhane, Meadows, Haughian & Walsh, PLLC.” To the extent permitted by applicable law and professional regulations, the Executive Committee may cause the Firm to do business under one or more assumed names, which assumed names may include, without limitation, “Culhane Meadows PLLC.”

(b) The fiscal year of the Firm is the calendar year unless the Firm is required to have a taxable year other than the calendar year, in which case the Firm's fiscal year shall be the period that conforms to its taxable year. All references in this Agreement to “year” shall be construed to refer to the Firm’s fiscal year unless the context otherwise requires.

(c) A Certificate of Formation for the Firm was filed with, and a Certificate of Filing was issued by, the Secretary of State of the State of Texas on May 20, 2013. Pursuant to the TBOC, the existence of the Firm began upon the filing of the Certificate of Formation. The Firm shall exist for the period specified in the TBOC, unless sooner terminated in accordance with this Agreement. The Executive Committee shall have authority to cause the Firm to do business in such jurisdictions other than the State of Texas as the Executive Committee determines appropriate.

*This document is in the process of being updated to reflect recent changes related to the firm’s new name of Culhane Haughian & Walsh, PLLC.

(d) No provisions of this Agreement shall be deemed or construed to constitute the Firm as a partnership (including, without limitation, a limited partnership) or joint venture, or cause any Member to be a partner or joint venturer with any other Member or Manager, for any purposes other than federal and, if applicable, state tax purposes, and neither this Agreement nor any other document entered into by the Firm or any Member or Manager shall be construed to suggest otherwise. The Managers and the Members intend that the Firm shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Firm shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2. PURPOSE.

The sole purpose of the Firm is to engage in the practice of law and any and all things ancillary to the practice of law.

3. MEMBERS' DUTIES.

Unless otherwise approved by the Executive Committee, each Member shall devote substantially all of such Member's working time, effort and attention to the conduct of the Firm business and such collateral interests as shall not be inconsistent therewith. All fees, commissions and other earnings from the performance of personal and fiduciary services related to the practice of law by a Member from whatever source shall be paid over to the Firm as income due to the Firm, except as may be otherwise specified from time to time in a written agreement between such Member and the Firm as approved by the Executive Committee in its discretion. Each Member also agrees that both before and after Dissociation the Member will maintain all business information with respect to the Firm in confidence, and will not use or disclose any business information, trade secrets, processes or confidences of the Firm, except to the extent required by law. A Member is not prohibited from retaining client information upon Disassociation from the Firm, provided that the Member has complied with applicable lawyer ethics obligations regarding the release and transfer of such client information, including obtaining a written authorization from such client to the Firm.

4. MEMBERS.

The Firm shall be comprised of two classes of Members: Equity Members and Income Members. The rights, preferences, privileges, restrictions, and other matters relating to each class of Members are set forth below. The Firm will provide all Members with notice of any (i) new Income Member, (ii) new Equity Member, or (iii) Member's change in status from Income Member to Equity Member (or vice versa). Each Income Member shall be required to incur those reasonable and necessary expenses as are determined appropriate for the effective operation of the Firm, and such expenses will be made without reimbursement by the Firm.

4.01. Equity Members.

(a) The names and addresses of the Firm's Equity Members as of the Effective Date are set forth on Schedule A of this Agreement. At the Effective Date, there are no other Equity Members of the Firm. Each Equity Member shall have the right (i) to hold Membership Participation Units and to receive distributions of revenues, allocations of income, loss, gain and credits, and distributions of liquidation proceeds under this Agreement, and (ii) to vote or consent to those matters requiring the vote or consent of the Equity Members under this Agreement or as otherwise required by law. All Equity Members must be individuals (i.e., not Professional Entities).

(b) Additional Equity Members may be admitted and Membership Participation Units may be issued to additional Equity Members as follows:

(i) If the proposed additional Equity Member desires to purchase Membership Participation Units from the Firm, such purchase may be made and the admission of the additional Equity Member shall become effective only if (A) the proposed additional Equity Member and the terms of the issuance of Membership Participation Units to such additional Equity Member (including, without limitation, the amount of the Capital Contribution to be made by such new Equity Member with respect to such Membership Participation Units) are first approved by the Executive Committee and a Majority in Interest of the Equity Members; (B) the new Equity Member delivers to the Firm an executed joinder agreement in a form provided by the Firm whereby the new Equity Member agrees to become a party to this Agreement and agrees that all Membership Participation Units so acquired by such new Equity Member are subject to the terms and

provisions of this Agreement; (C) the admission of such additional Equity Member does not result in the termination of the Firm's WBE Status; and (D) such additional Equity Member is an individual (i.e., not a Professional Entity).

(ii) If the proposed additional Equity Member desires to acquire Membership Participation Units in a Transfer from an existing Equity Member, such Transfer may be made and the admission of the proposed additional Equity Member shall become effective only if (A) the new Equity Member and the terms of the proposed Transfer are first approved by the Executive Committee and a Majority in Interest of the Equity Members; (B) the new Equity Member delivers to the Firm an executed joinder agreement in a form provided by the Firm whereby the new Equity Member agrees to become a party to this Agreement and agrees that all acquired Membership Participation Units are subject to the terms and provisions of this Agreement; and (C) the admission of such additional Equity Member does not result in the termination of the Firm's WBE Status.

(iii) All attempted Transfers of any interest or right, or any part thereof, in or in respect of the Firm other than in accordance with Section 4.01(b)(i) or (ii) shall be null and void *ab initio*.

4.02. Income Members.

(a) The names and addresses of the Firm's Income Members as of the Effective Date are set forth on Schedule B of this Agreement. At the Effective Date, there are no other Income Members of the Firm. No Income Member shall have the right (i) to hold Membership Participation Units or to receive distributions of revenues, allocations of income, loss, gain or credits, or distributions of liquidation proceeds, under this Agreement, or (ii) to vote on or consent to any matter, unless such vote or consent is required by law or is expressly provided in this Agreement.

(b) Additional Income Members may be admitted if the proposed additional Income Member is approved by the Executive Committee and a Majority in Interest of the Equity Members and the new Income Member delivers to the Firm an executed joinder agreement in a form provided by the Firm whereby the new Income Member agrees to become a party to this Agreement.

5. ALLOCATIONS AND DISTRIBUTIONS.

5.01. Allocations of Net Income and Net Loss.

Net income and loss for each fiscal year shall be determined for financial accounting purposes in accordance with the method of accounting used for federal income tax purposes and the books and records of the Firm. Accordingly, Member Contract Payments made to Equity Members and Income Members pursuant to Member Agreements will be subtracted from revenues for the purpose of determining net income and losses hereunder. Except as provided in Section 5.04 and Section 5.05(b), income, gain, loss and deduction shall be allocated as set forth below.

(a) Net income and gain shall be allocated to the Equity Members pro rata in accordance with their respective ownership of Membership Participation Units.

(b) Net loss and deduction shall be allocated to the Equity Members pro rata in accordance with the ownership of Membership Participation Units.

5.02. Distributions of Cash Flow.

(a) The Firm shall distribute Cash Flow to the Equity Members as and when determined by the Executive Committee in its absolute and sole discretion. Subject to the obligation of the Firm to make Tax Distributions pursuant to Section 5.03, any distribution to the Equity Members made hereunder when and as declared by the Executive Committee shall be made in the following order and priority:

(i) First, such distribution shall be made to the Equity Members, on a *pari passu* basis, in an amount equal to the aggregate Unreturned Capital with respect to their respective Membership Participation Units outstanding immediately prior to such Distribution (in the proportion that each such Equity Member's share of Unreturned Capital with respect to such Equity Member's Membership Participation Units outstanding immediately prior to such Distribution bears to the aggregate Unreturned Capital with respect to all Membership Participation Units outstanding immediately prior to such Distribution) until each such Equity Member has received distributions pursuant to this Section 5.02(a)(i) in an amount equal to the aggregate Unreturned Capital with respect to such Equity Member's Membership Participation Units outstanding immediately prior to

such Distribution, and no Distribution or any portion thereof shall be made under Section 5.02(a)(ii) until the entire amount of the Unreturned Capital with respect to the Membership Participation Units outstanding immediately prior to such Distribution has been paid in full; and

(ii) Second, the remainder of such Distribution to the Equity Members on a *pari passu* basis in accordance with the Percentage Interest of each Equity Member set forth on Schedule A.

(b) In addition to the distributions set forth in this Section 5.02, Equity Members may also be entitled to such compensation as may be agreed by each individual Equity Member and the Executive Committee, the terms of which may be set forth in a Member Agreement between such Equity Member and the Firm.

(c) Both Equity Members and Income Members may enter into Member Agreements with the Firm pursuant to which they will be entitled to receive certain guaranteed payments pursuant to the formulaic draw distributions described in each Member's individual Member Agreement. A membership offer letter executed by the Firm and an Income Member may constitute such a "Member Agreement." As used herein, "Member Contract Payments" refers to compensation paid to Members pursuant to Member Agreements. Member Contract Payments shall be made no less frequently than bi-monthly.

5.03. Tax Distributions.

Notwithstanding Section 5.02, the Firm shall distribute to each Equity Member within ninety (90) days after the end of each fiscal year an amount in cash equal to such Equity Member's Estimated Tax Liability (a "Tax Distribution"). The amount of any Tax Distribution to an Equity Member shall be treated as an advance against future distributions of Cash Flow to which such Equity Member may be entitled pursuant to Section 5.02.

5.04. Limitations on Allocations and Distributions; Curative Allocations.

(a) Notwithstanding the provisions contained in this Article 5, should any allocation of income, gain, loss or deduction or distribution of Cash Flow conflict with the requirements contained in Treasury Regulations Section 1.704-1(b), the requirements of said

Treasury Regulations shall apply to the extent necessary to cause such allocation or distribution to comply with such Treasury Regulations

(b) If an allocation or distribution from the Firm is adjusted as a result of the application of Section 5.04(a), subsequent allocations and distributions shall also be adjusted to the extent necessary, but only so long as they comply with Treasury Regulations Section 1.704-1(b), to put the Equity Members as closely as possible in the same economic position as they would have been had the provisions of Section 5.04(a) not applied.

(c) The Firm may not make a distribution to its Equity Members to the extent that, immediately after giving effect to the distribution, all liabilities of the Firm, other than liabilities to Equity Members with respect to their Membership Participation Units and liabilities for which the recourse of creditors is limited to specific property of the Firm, exceed the fair value of the Firm's assets, except that the fair value of property that is subject to a liability for which recourse of creditors is limited shall be included in the Firm's assets only to the extent that the fair value of that property exceeds that liability.

5.05. Additional Tax Allocation Provisions.

(a) For income tax purposes, allocations of income and loss (and items thereof) shall be made in accordance with the foregoing allocations of income, gain and loss for financial purposes.

(b) Notwithstanding anything to the contrary contained herein, items of income, gain, loss and deduction with respect to assets of the Firm, other than cash, contributed to the Firm by an Equity Member or with respect to an adjustment to the Equity Members' Capital Accounts to reflect a revaluation of the assets of the Firm, shall be allocated among the Equity Members so as to take into account the variation between the basis of the property to the Firm and its fair market value at the time of contribution or, in the case of a revaluation of the assets of the Firm, the variation between the basis of the assets to the Firm and their fair market value as of the date of revaluation, as provided in Section 704(c) of the Code and Treasury Regulations thereunder and Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

(c) As between an Equity Member who has transferred all or part of his or her Membership Participation Units and his or her transferee, all items of income, gain, deduction and loss, for any year, shall be apportioned on the basis of the number of days in each such year that each was the holder of such interest (making any adjustments necessary to comply with the provisions of Section 706(d)(2) of the Code), without regard to the results of the Firm's operations during the period before and after the date of such transfer, provided that if both the transferor and transferee consent thereto a special closing of the books shall be had as of the effective date of such transfer and the apportionment of items of income and gain, and deduction and loss, shall be made on the basis of actual operating results.

6. CAPITAL CONTRIBUTIONS AND INTERESTS.

6.01. Capital Contributions.

Each Equity Member has contributed to the capital of the Firm the amount set forth as such Equity Member's Capital Contribution on Schedule A.

6.02. Units and Percentage Interests.

Each Equity Member owns the number of Membership Percentage Units and percentage interest set forth opposite such Equity Member's name on Schedule A.

6.03. No Further Capital Contributions.

Except as provided in Section 4.01(b), no Income Member or Equity Member shall be obligated to make any Capital Contribution to the Firm.

6.04. Capital Accounts.

The Firm shall establish and maintain a capital account ("Capital Account") for each Equity Member in accordance with Section 704(b) of the Code and Treasury Regulations Section 1.704 - 1(b)(2)(iv). Except as otherwise provided in this Agreement, the Capital Account balance of each Equity Member shall be credited (increased) by (i) the amount of cash contributed by such Equity Member to the capital of the Firm, (ii) the fair market value of property contributed by such Equity Member to the capital of the Firm (net of liabilities secured by such property that the Firm assumes or takes subject to under Code Section 752), and (iii) such Equity Member's allocable share of

Firm income and gain (or items thereof) including income and gain exempt from federal taxation and income and gain attributable to adjustments to reflect book value pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding income and gain attributable to tax items which differ as a result of the revaluation of Firm Property as described in Treasury Regulations Section 1.704-1(b)(4), and the Capital Account balance of each Equity Member shall be debited (decreased) by (i) the amount of cash distributed to such Equity Member, (ii) the fair market value of property distributed to such Equity Member (net of liabilities secured by such property which the Equity Member assumes or takes subject to under Code Section 752), (iii) such Equity Member's allocable share of expenditures of the Firm described in Code Section 705(a)(2)(B), and (iv) such Equity Member's allocable share of Firm losses, depreciation and other deductions (or items thereof) including loss and deduction attributable to adjustments to reflect book value pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(g) but excluding expenditures described in (iii) above and loss or deduction attributable to tax items which differ as a result of the revaluation of Firm Property or excess percentage depletion as described in Treasury Regulations Section 1.704-1(b)(4)(i) and (ii). Notwithstanding the foregoing, an Equity Member's Capital Account shall not be adjusted to reflect gain or loss attributable to the disposition of property contributed by such Equity Member to the extent such Equity Member's Capital Account reflected such inherent gain or loss in the property on the date of its contribution to the Firm.

6.05. Other Matters Relating to Capital Contributions.

(a) Loans by any Member to the Firm shall not be considered Capital Contributions.

(b) No Equity Member shall be entitled to withdraw, or to obtain a return of, any part of his or her Capital Contribution, or to receive Firm Property other than cash in return thereof, and no Equity Member shall be liable to any other Equity Member for a return of his or her Capital Contribution, except as provided in this Agreement.

(c) No Equity Member shall be entitled to priority over any other Equity Member, either with respect to a return of his or her Capital Contribution, or to allocations of taxable income, gains, losses or deductions, or to distributions, except as provided in this Agreement.

(d) No interest shall be paid on any Equity Member's Capital Contribution.

6.06. Deficit Account Balances.

Upon the Liquidation of the Firm, no Equity Member with a deficit balance in his or her Capital Account shall have any obligation to restore such deficit balance, or to make any Capital Contribution.

6.07. Amendments to the Code.

To the extent that amendments to the Code or to the regulations issued thereunder require changes to the provisions of this Article 6, such changes may be made by the Executive Committee. Notification of all such changes, and the reasons therefor, shall be delivered to each Equity Member within ten business days of the vote of the Executive Committee thereon.

7. MANAGEMENT.

7.01. Executive Committee; Advisory Committee; Officers.

The powers of the Firm shall be exercised by or under the authority of, and the business and affairs of the Firm shall be managed under the direction of, the Managers of the Firm (collectively, the "Executive Committee"). There shall be four (4) Managers of the Firm at all times (other than during such period of limited duration as may occur in the event of the death, disability, removal, resignation, or Dissociation of a Manager, until a new Manager is elected as set forth herein). The members of the Executive Committee as of the date hereof are set forth in Section 7.03 hereof. Only individuals may serve as members of the Executive Committee.

The Executive Committee may expressly authorize any Manager (i.e., any member of the Executive Committee) or any officer of the Firm, acting alone, to execute documents or otherwise act on behalf of and in the name of the Firm. (For the avoidance of doubt, no member of the Executive Committee shall have the power to act alone on behalf of and in the name of the Firm absent the Executive Committee's express authorization.) Notwithstanding the foregoing, any Member of the Firm is authorized to execute a client engagement agreement on behalf of the Firm, subject to the Firm's policies regarding client engagements. Managers need not be residents of the State of Texas, but all Managers must be Members of the Firm. Any Person dealing with the Firm,

other than a Member, may rely on the authority of the Managers and officers in taking any action in the name of the Firm without inquiry into the provisions or compliance herewith, regardless of whether that action is actually taken in accordance with the provisions of this Agreement.

The Executive Committee shall have no power to cause the Firm to do any act outside the purpose of the Firm set forth in Article 2. Subject to the foregoing limitation and all other limitations in this Agreement, the Executive Committee shall have full, complete and exclusive power to manage and control the Firm, and shall have the authority, by vote of members of the Executive Committee as provided in this Agreement, to take any action or to designate one or more officers to take any action the Executive Committee determines to be necessary, convenient or advisable in connection with the management of the Firm.

The Executive Committee shall appoint an Advisory Committee comprised of Income Members, which will provide nonbinding guidance and suggestions to the Executive Committee. Members of the Advisory Committee are appointed for a three (3) year term, and approximately one-third (1/3) of the authorized number of members of the Advisory Committee shall be appointed each year on a rolling basis, such that the terms of the members of the Advisory Committee shall be staggered. The chair of the Advisory Committee (i) shall be a member of the Advisory Committee who has completed at least the first year of his or her term, (ii) shall be elected by a majority in number of the members of the Advisory Committee, and (iii) subject to (i) and (ii), may serve as chair for up to two (2) years. Notwithstanding the foregoing sentences of this paragraph, the composition and characteristics of the Advisory Committee may be changed from time to time by action of the Executive Committee.

The Executive Committee may, but need not, designate one or more individuals as officers of the Firm, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Executive Committee. Officers need not be Members or Managers or residents of the State of Texas. The most senior officer of the Firm, if any, shall be the Chief Operating Officer, who must at all times be a WBE Equity Member.

Any officer may be removed by the Executive Committee at any time, with or without cause. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until the earlier of the officer's death, resignation or removal. Any number of offices

may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Firm shall be fixed by the Executive Committee.

7.02. Authority of Members.

Any member of the Executive Committee may be removed by a Majority in Interest of the Equity Members; provided that no person may be removed from the Executive Committee without the unanimous consent of the WBE Equity Members (excluding the Equity Member who is the subject of the removal action) if such removal would be likely to result in the loss of the Firm's WBE Status.

Unless otherwise determined by the Executive Committee, no Member (other than a Manager or an officer) has the authority or power to act for or on behalf of the Firm, to do any act that would be binding on the Firm, or to incur any expenditures on behalf of the Firm.

7.03. Term and Method of Operation of Executive Committee.

Kelly Rittenberry Culhane, Heather Clauson Haughian, James E. Meadows, and Grant A. Walsh shall serve as the initial Executive Committee, subject to removal pursuant to Section 7.02. The composition and characteristics of the Executive Committee may be changed from time to time by the written consent of a Supermajority in Interest of the Equity Members unless such change is likely to affect the Firm's WBE Status, in which case, the unanimous consent of the Equity Members shall be required in order to effect such change.

Any Manager may resign at any time; provided that if a Manager who is resigning is a WBE Member, all due and reasonable consideration should be given to suspending the acceptance of her resignation until such time as another WBE Member shall be appointed by the remaining members of the Executive Committee as her replacement. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the other Managers.

Any Manager who becomes disabled to the extent that the Executive Committee determines that such Manager should not participate as a member of the Executive Committee, such disabled Manager's participation as a member of the Executive Committee shall be suspended for the duration of such disability. In such event, the Executive Committee shall, as soon as

reasonably practicable and with input from the Equity Members, nominate a Member to replace such disabled Manager as a member of the Executive Committee for the duration of such disability; provided, that if such disabled Manager is a WBE Member, the Member so nominated must be a WBE Member. Any such nominee shall be elected to the Executive Committee on receiving the approval of a Majority in Interest of the Equity Members, at least one of which is a WBE Member.

7.04. Selection of Successor Members.

The Executive Committee may, with input from the Equity Members, nominate a Member to fill any vacancy on the Executive Committee; provided, that if the then-vacant position was previously held by a WBE Member, the Member nominated to fill such vacancy must be a WBE Member. Any such nominee shall be elected to the Executive Committee on receiving the approval of a Majority in Interest of the Equity Members, at least one of which is a WBE Member.

7.05. Officers of Executive Committee and Other Administrators.

The Executive Committee shall select each year from among its members such officers as the Executive Committee deems appropriate. The chair of the Executive Committee, if any (the "Chair"), shall be a member of the Executive Committee and a WBE Equity Member unless there are extenuating circumstances that justify an interim chairmanship to be held by a non-WBE Equity Member. The Executive Committee shall also from time to time define offices, practice groups, or other groupings of professional practice within the Firm and appoint an office, practice group or other groupings head and such assistants as the Executive Committee deems advisable for each group. In addition, the Executive Committee shall create such administrative positions and such committees, either standing or ad hoc, as the Executive Committee deems advisable, with such Persons and such powers (but no greater than the powers of the Executive Committee) as may be designated from time to time.

7.06. Powers of Executive Committee.

Without limiting anything set forth in Section 7.01, the Executive Committee shall oversee the operations of the Firm in a manner similar to that of an active board of directors of a corporation, and shall have the power to do (by way of example and not of limitation) the following:

- (1) Develop policies, purposes, goals and objectives of the Firm.
- (2) Provide general supervision of the operations of the Firm consistent with the policies of the Firm and the provisions of this Agreement.
- (3) Recommend new Members to the Equity Members.
- (4) Allocate Firm profits and draws among the Equity Members and the establishment of compensation of Income Members, including determination on an individual basis of the manner in which each Member will be compensated, which may include formula-based or other compensation by way of Member Agreement.
- (5) Recommend to the Equity Members the annual Firm budgets, including any changes to the allocated capital or the permanent capital of the Firm.
- (6) Appoint standing and special committees of the Members (which may include non-Members) and determination of the duties thereof.
- (7) Cause the Firm's accountants to prepare all federal, state, municipal and other tax returns that the Firm is required to file, and file with the appropriate taxing authorities all returns required to be filed by the Firm on a timely basis.
- (8) Take such other actions and perform such other acts as the Executive Committee deems necessary, convenient or advisable in carrying out the business of the Firm.

7.07. Place of Meetings.

Meetings of the Executive Committee may be held either within or without the State of Texas, at whatever place is specified in the call of the meeting. In the absence of specific designation, the meetings shall be held at the Firm's registered office.

7.08. Regular Meetings.

The Executive Committee may designate times for the conduct of regular meetings of the Executive Committee. No notification need be given to members of the Executive Committee of regular meetings for which the Executive Committee has designated a time.

7.09. Special Meetings.

Special meetings of the Executive Committee may be held at any time upon the call of any one Manager of the Firm. A notification of any special meeting shall be delivered to the last known address of each Manager at least two days before the meeting. Notification of the time, place and purpose of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of a notification. Attendance of a Manager at such meeting shall also constitute a waiver of notification thereof, except where such Manager attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee need be specified in the notification or waiver of notification of such meeting.

8. FIRM DECISIONS.

8.01. Vote Generally.

(a) The affirmative vote of the majority in number of members of the Executive Committee shall be required to pass any measure coming before it, subject to the following:

(i) If a measure is passed by the affirmative vote of a majority in number of the members of the Executive Committee which majority includes at least one WBE Member of the Executive Committee, such matter shall be deemed approved by the Executive Committee, and no further action shall be required with respect to the approval of such matter.

(ii) If a measure for which all of the WBE Members of the Executive Committee have voted in the affirmative fails because less than a majority in number of the members of the Executive Committee voted in favor of such matter,

(A) The Executive Committee shall work in good faith over a period of up to 20 days to modify such measure in a manner acceptable to a majority of the Executive Committee, at which time the measure will be put to a new vote of the Executive Committee, the outcome of which shall be determined in accordance with this Section 8.01(a);

(B) In the event that the Executive Committee is unable to modify such measure in a manner acceptable to a majority of the Executive Committee that includes at least one WBE Member of the Executive Committee, the WBE Members of the Executive Committee shall have the option, after due consideration for a period of no more than 5 days, to override the vote of the Executive Committee and pass the measure upon the affirmative vote of all of the WBE Members of the Executive Committee

(b) Notwithstanding anything to the contrary set forth in this Agreement, the Executive Committee may not cause the Firm to do any of the following without the consent of a Majority in Interest of the Equity Members, which Majority in Interest must include a majority of the WBE Members of the Executive Committee (in addition to those actions otherwise requiring the affirmative vote of a Majority in Interest of the Equity Member elsewhere in this Agreement):

- (1) Purchase any real property;
- (2) Sell any real estate owned by the Firm;
- (3) Sell substantially all of the assets of the Firm;
- (4) Merge with or into another limited liability company, corporation or other entity, regardless of whether the Firm is the surviving entity of such merger;
- (5) Reorganize the Firm or cause the Firm to be converted to a corporation, partnership or other type of entity, whether through merger or otherwise;
- (6) Take any action in contravention of this Agreement or the Certificate of Formation;
- (7) Make an assignment for the benefit of creditors of the Firm or file a voluntary petition under the federal bankruptcy Code or any state insolvency law on behalf of the Firm;
- (8) Liquidate or terminate;
- (9) Confess any judgment against the Firm;

- (10) Issue additional Membership Participation Units; or
 - (11) Do any act that would make it impossible to carry on the normal and ordinary business of the Firm.
- (b) Proposals for Action.

Upon request of any two or more Equity Members, the Executive Committee shall place any matter designated by such requesting Equity Members before the Equity Members for a vote at a meeting scheduled in accordance with Section 8.03. Income Members may participate in discussions at any meeting of Equity Members to which the Income Members have been invited and may cast non-binding advisory votes on all issues put to a vote at any such meeting.

8.02. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of a Supermajority in Interest of the Equity Members; provided, however, that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (i) this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Equity Member without the written consent of such Equity Member, unless such amendment, termination or waiver applies to all Equity Members in the same fashion (provided, however, that no amendment that increases the liability of any Equity Member under this Agreement may be effected without the consent of such Equity Member); (ii) no amendment that increases the liability of any Income Member under this Agreement or that would directly result in a material change to an Income Member's Member Contract Payments may be effected without the consent of the affected Income Member; and (iii) an amendment made solely to reflect the admission or Dissociation of a Member need not be approved by any Member if the requirements set forth in this Agreement with respect to such admission or Dissociation are otherwise satisfied. The Firm shall give prompt notice of any amendment or termination hereof or waiver hereunder to any Equity Member who did not consent in writing to such amendment, termination or waiver. Any amendment, termination or waiver effected in accordance with this Section 8.02 shall be binding on all parties hereto, regardless of whether any such party has

consented thereto. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition or provision. In the event an amendment is properly adopted under the terms of this Agreement and such amendment also requires an amendment to the Certificate, then the parties authorized to amend the Agreement are also authorized to amend the Certificate and shall cause the Certificate to be so amended.

8.03. Meetings of Equity Members; Notice; Quorum.

Meetings of the Equity Members shall be called at the request of the Executive Committee or of any Equity Member and shall be held upon notice by any form of written, electronic or verbal communication. Written notice shall be deemed received when delivered to an Equity Member or sent by electronic means, such as E-Mail. If any matter listed in Section 8.01(b) is to be considered at the meeting, such matter shall be specified in the notice of the meeting, and at least forty-eight (48) hours advance notice shall be provided for any meeting at which a vote of Equity Members on a matter listed in Section 8.01(b) is to be taken, unless such advance notice is waived by a Supermajority in Interest of the Equity Members. An Equity Member may waive notice of any meeting before, during or after the meeting, and attendance in person or by proxy at any meeting shall constitute a waiver of notice of the meeting unless such Equity Member's attendance was solely to protest any lack of notice. An Equity Member may vote in person or by proxy at the meeting or, if not present in person or by proxy at the meeting, within three (3) days thereafter. A quorum shall consist of a Majority in Interest of the Equity Members. A Person is deemed present at the meeting if that Person attends the meeting by telephone or other electronic means whereby the Person can hear the other Persons at the meeting and the other Persons can hear such Person. Income Members may be invited to any meeting of the Equity Members at the discretion of the Executive Committee or the other Persons calling the meeting under the first sentence of this Section 8.03.

9. BANK ACCOUNTS.

All funds of the Firm shall be deposited in its name in bank or other accounts designated from time to time by the Executive Committee. Any withdrawal from any such account shall be made only by check or other authorization signed by such Person or Persons as the Executive

Committee shall designate. No funds other than Firm funds shall be held in such accounts other than client funds, which shall be held in one or more trust accounts designated for such purpose.

10. BOOKS.

Each Equity Member shall at all reasonable times have access to the Firm books, which shall be maintained at the principal office of the Firm, kept on a cash basis unless otherwise required by law, and closed and balanced at the end of each fiscal year.

11. TERMINATION AND WINDING UP.

11.01. Events Requiring Winding Up.

Winding up of the Firm is required upon the first of the following events to occur:

- (a) The vote of a Supermajority in Interest of the Equity Members at any time to terminate and wind up the affairs of the Firm;
- (b) The occurrence of any other event that causes the winding up or termination of a limited liability company under the TBOC; or
- (c) A decree by a court requiring the winding up or termination of the Firm, rendered under the TBOC or other law.

11.02. Winding Up.

If the Firm is required to wind up pursuant to Section 11.01, the Firm shall cease to carry on its business, except to the extent necessary to wind up its business as soon as reasonably practicable in the manner set forth below.

- (a) The winding up of the Firm's affairs shall be supervised by one or more Persons selected by a Majority in Interest of the Equity Members (collectively, the "Liquidator"). The Liquidator shall be the Executive Committee unless the Executive Committee determines in its sole discretion to appoint one or more other Persons to serve in such capacity.
- (b) In winding up the affairs of the Firm, the Liquidator shall have full right and unlimited discretion, for and on behalf of the Firm:

- (i) To prosecute and defend civil, criminal or administrative suits;
- (ii) To collect Firm assets, including obligations owed to the Firm;
- (iii) To settle and close the Firm's business;
- (iv) To dispose of and convey all Firm Property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales of Firm Property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;
- (v) To pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Firm Property;
- (vi) To discharge the Firm's known liabilities and, if necessary, to set up, for a period not to exceed five years after the date of termination, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Firm;
- (vii) To distribute any remaining proceeds from the sale of Firm Property to the Equity Members in accordance with Section 5.02;
- (viii) To prepare, execute, acknowledge and file a Certificate of Termination under the TBOC and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Firm; and
- (ix) To exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Executive Committee under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator (if not the Executive Committee) shall not be liable as a Manager to the Members and shall, while acting in such capacity on behalf of the Firm, be entitled to the indemnification rights set forth in Article 31.

11.03. Compensation of Liquidator.

The Liquidator appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and a Majority in Interest of the Equity Members.

11.04. Distribution of Firm Property and Proceeds of Sale Thereof.

Upon completion of all desired sales of Firm Property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Firm Property that is to be distributed in kind, to the following groups in the following order of priority:

- (a) To satisfy Firm liabilities, including Members who are creditors (other than for past due Member Contract Payments);
- (b) To satisfy Firm obligations to Members to pay past due Member Contract Payments;
- (c) Unless inconsistent with Treasury Regulation Section 1.704-1(b)(2)(ii)(b), or any successor provision, to set up any reserves which the Liquidator deems reasonably necessary for contingent or unforeseen liabilities or obligations of the Firm arising out of or in connection with the business of the Firm; and
- (d) After all Capital Account adjustments for the Firm's taxable year in which the liquidation occurs (including without limitation adjustments required under Treasury Regulation Section 1.704-1(b)(2)(iv)(e), relating to distributions in kind), to the Equity Members in accordance with Section 5.02.

11.05. Final Capital Accounts.

It is intended that the foregoing liquidating distributions to each Equity Member set forth in Section 11.04 will, in the aggregate, be equal to the Equity Member's respective positive Capital Account balances as determined after giving effect to all adjustments attributable to allocations of items of profit and loss realized by the Firm during the year such distributions are made, including items of profit and loss realized from operations of the Firm or sales of Firm assets and all adjustments attributable to contributions and distributions of money and property effected prior to

such distribution. To the extent that any such Equity Member's positive Capital Account balance does not correspond to such distributions, the allocations provided for in Article 5 shall be adjusted, to the least extent necessary to cause all Capital Accounts to be zero after the final liquidating distribution.

11.06. Insufficient Assets.

The claims of each priority group specified in Section 11.04 shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or Equity Member, as applicable, in such group.

11.07. Final Audit.

Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to each of the Equity Members a statement which shall set forth the assets and the liabilities of the Firm as of the date of complete liquidation and each Equity Member's pro rata portion of distributions pursuant to Section 11.04.

11.08. Jewel Waiver.

Except as specifically set forth herein, neither the Members nor the Firm shall have any claim or entitlement to clients, cases or matters ongoing at the time of the dissolution or winding up of the Firm other than the entitlement to collections of amounts due for work performed by the Members on behalf of the Firm prior to the dissolution or winding up of the Firm. The provisions of this Section 11.08 are intended to expressly waive, opt out of and be in lieu of any right any Member or the Firm may have to "unfinished business" of the Firm, as that term is defined in *Jewel v. Boxer*, 156 Cal. App. 3d 171, 203 Cal. Rptr. 13 (Cal. Ct. App. 1984).

12. PROFESSIONAL ENTITIES.

12.01. Professional Entities.

NOTE: New members are no longer permitted to join as Professional Entities. This section remains to address the grand-fathered members who joined when Professional Entities were permitted during the firm's early operations.

The Executive Committee, acting in its discretion from time to time, shall have the authority to admit as an Income Member (i) a professional corporation or other professional

services entity (a “Professional Entity”) owned by a single individual (the “PE Owner”), which PE Owner has previously been admitted as a Member, and (ii) an individual who is or was a PE Owner, which Professional Entity has previously been admitted as a Member, subject to the following provisions:

(a) the Member to be admitted under the preceding paragraph (the “Substituting Member”) delivers to the Firm an executed joinder agreement in a form provided by the Firm whereby the Substituting Member agrees to become a party to this Agreement;

(b) Unless otherwise determined by the Executive Committee:

(i) if the Substituting Member is a Professional Entity, on the Substituting Member’s admission to the Firm under this Section 12.02, the PE Owner of such Professional Entity shall be deemed to have withdrawn from the Firm, and the Professional Entity shall succeed to all of the rights and obligations of such PE Owner unless such PE Owner was, prior to such Substituting Member’s admission, an Equity Member, in which event the Professional Entity shall succeed only to the rights and obligations of such PE Owner to the extent of an Income Member; and

(ii) if the Substituting Member is an individual, on the Substituting Member’s admission to the Firm under this Section 12.02, the Professional Entity shall be deemed to have withdrawn from the Firm, and the individual shall succeed to all of the rights and obligations of such Professional Entity.

(c) In its capacity as a representative Member with respect to the associated PE Owner, each Professional Entity shall (i) receive the compensation and other amounts, at the times and determined in the manner, that would have been payable to such PE Owner had such PE Owner been an Income Member in his or her individual capacity (including, without limitation, payments after the Dissociation of such PE Owner), (ii) pay such amounts, at the times and determined in the manner, that would have been payable by such PE Owner had such PE Owner been an Income Member in his or her individual capacity, and (iii) be liable for indemnification and contribution, and any recourse obligations of the Firm, and be entitled to indemnification and contribution, to the same extent as would have been applicable to such PE Owner had such PE Owner been an Income Member in his or her individual capacity.

(d) Each PE Owner shall make such capital contributions and other payments to his or her Professional Entity as shall be necessary to permit his or her Professional Entity to satisfy its obligations and liabilities under subsection (c) above. Notwithstanding anything to the contrary set forth in this Agreement, (i) each PE Owner shall be jointly and severally liable with such PE Owner's Professional Entity for any obligations and liabilities incurred by the Professional Entity while the Professional Entity was a Member; and (ii) each Professional Entity shall be jointly and severally liable with such Professional Entity's PE Owner for any obligations and liabilities incurred by such PE Owner while such PE Owner was a Member.

(e) Notwithstanding the foregoing, any agreement between the Firm and any Professional Entity shall be binding on the associated PE Owner.

(f) Any PE Owner may serve on the Executive Committee, as an officer of the Firm, or in other capacities appointed or designated by the Firm, on the same basis and subject to the same restrictions as if such PE Owner were a Member in his or her individual capacity.

(g) No PE Owner may assign, transfer, pledge or otherwise encumber, nor suffer the assignment, transfer, pledge or encumbrance of, his or her interest in such PE Owner's Professional Entity.

(h) In the event of the Dissociation of a PE Owner, the Professional Entity owned by such PE Owner (if such Professional Entity is then a Member) shall be deemed to have Dissociated from the Firm.

(i) For all purposes of this Agreement, Dissociation of a PE Owner shall include withdrawal of such PE Owner as an owner of his or her Professional Entity; and the term Dissociation shall also include the withdrawal, bankruptcy, dissolution or other event which under applicable law would require the Dissociation of any Professional Entity.

(j) No Professional Entity Member shall have or conduct any business or activities other than acting as a Member of the Firm and matters incidental thereto.

The relationship of any Professional Entity to the Firm, and the operations of such Professional Entity, may be subject to such further agreements or restrictions that are not

inconsistent with this Agreement as shall be approved by the Executive Committee (before or after the time such Professional Entity becomes an Income Member).

13. DISSOCIATION OF MEMBERS.

A Member shall cease to be a Member and shall have “Dissociated” from the Firm on the first to occur of the following: (i) voluntary withdrawal from the Firm under Section 13.01; (ii) removal from the Firm under Article 16; (iii) immediately and without further action by the Firm on the Member’s death; (iv) the cessation of disability payments to a Member in accordance with Article 14; (v) immediately and without further action by the Firm upon any Transfer or attempted Transfer of the Member’s interest in the Firm in violation of Section 28.12; (vi) immediately and without further action by the Firm, upon the Member’s expulsion by a court as permitted by the TBOC; or (vii) immediately and without further action by the Firm, upon an Equity Member’s: (A) making an assignment for the benefit of creditors; (B) filing a voluntary petition in bankruptcy; (C) being adjudged a bankrupt or insolvent, or having entered against that Member an order for relief in any bankruptcy or insolvency proceeding; (D) filing a petition or answer seeking for that Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (E) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against that Member in any proceeding of this nature; (F) in the case of any Equity Member, seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of that Member or of all or any substantial part of that Member’s properties; or (G) in the case of any Equity Member, (1) failing to have dismissed any proceeding against such Equity Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief with respect to such Equity Member dismissed within one hundred twenty (120) days after its commencement; (2) failing to have the appointment of a trustee, receiver or liquidator of such Equity Member or of all or any substantial part of that Member’s properties, vacated or stayed within ninety (90) days after the appointment without such Equity Member’s consent or acquiescence, or (3) failing to have the appointment vacated, within ninety (90) days after the expiration of any such stay (each of items listed in Section 13(vii)(A)-(G) above are collectively referred to as an “Insolvency Event”). Any Member who is the subject of an Insolvency Event shall provide the Executive

Committee with immediate written notice of such Insolvency Event, regardless of whether or not such Insolvency Event will result in the immediate Dissociation of such Member.

Upon the Dissociation of any Member, the records of the Firm, including, without limitation, Schedules A and B, shall be changed to reflect the Dissociation of such Member, and the Executive Committee shall make or cause to be made such filings with the State of Texas, if any, and such other jurisdictions in which the Firm is qualified to do business as are required, to reflect the Dissociation of any such Member. The Dissociation of a Member shall not effect a dissolution of the Firm, nor require the winding up of the Firm, nor cause any interruption in the conduct of the Firm's business.

Immediately upon the Dissociation of an Equity Member, the Firm shall repurchase the Equity Member's interest in the Firm by making the payments required by Section 13.01 (Voluntary Withdrawal), Section 13.02 (Removal for Cause), Article 15 (Death), or Article 16 (Removal without Cause), as applicable, and the Membership Participation Units held by such Equity Member shall be automatically cancelled and the percentage interest in the Firm held by each remaining Equity Member will be automatically adjusted in proportion to their existing percentage interests without any further action required of any of the remaining Equity Members or the Firm.

Immediately upon the Dissociation of a Member who is a member of the Executive Committee, the Executive Committee vacancy created thereby shall be filled in the manner set forth in Section 7.04 hereof.

13.01. Voluntary Withdrawal; Payments.

(a) Voluntary Withdrawal. Any Member may voluntarily withdraw from the Firm by delivering to the Executive Committee not less than thirty (30) days' advance written notice setting forth the effective date of such Member's withdrawal. The effective date of such withdrawal may be accelerated by the Executive Committee, but shall not be made retroactive to a date that is prior to the receipt of such notice by the Executive Committee.

(b) Payment on Voluntary Withdrawal.

(i) *Equity Members.*

Any Equity Member who voluntarily withdraws from the Firm in accordance with this Article 13 shall be entitled solely to the following amounts from the Firm: (A) the sum of (i) the amount of the Equity Member's aggregate Capital Contribution, without adjustment for income, gain, loss, or deduction allocated or distributions made to such Equity Member, and (ii) 100% of the vested portion of the Equity Member's Payout Amount, which the Equity Members acknowledge and agree equals the fair market value of their respective interests; and (B) continued receipt, for the period ending six (6) months following the date of Dissociation, of that portion of the Member Contract Payments associated with the amount of accounts receivable outstanding as of the date of Dissociation for which the Equity Member was the originating attorney and/or working attorney, and to which such Equity Member would have been entitled under such Equity Member's Member Agreement had such Equity Member remained a Member of the Firm; provided, however, that the amounts provided in this provision (B) shall be paid and payable only upon the Firm's actual receipt of such amounts within such six (6) month period. The amount provided in (A) above shall be paid within sixty (60) days after the effective date of Dissociation, provided, however, such amount, or any portion thereof, may, at the election of the Executive Committee, be paid in five equal annual installments, the first installment within sixty (60) days after the effective date of Dissociation and the remaining installments on the first through the fourth anniversaries of the first installment.

(ii) *Income Members.*

Unless otherwise stated in such Income Member's Member Agreement, any Income Member who withdraws from the Firm in accordance with this Article 13 shall be entitled to continue to receive, for the period ending six (6) months following the date of Dissociation, that portion of the Member Contract Payments associated with the amount of accounts receivable outstanding as of the date of Dissociation for which the Income Member was the originating attorney and/or working attorney, and to which such Income Member would have been entitled under such Income Member's Member Agreement had such Income Member remained an Income Member of the Firm; provided, however, that such amounts shall be paid and payable only upon the Firm's actual receipt of such amounts within such six (6) month period.

13.02. Removal for Cause; Payments.

(a) Removal for Cause.

The Executive Committee may remove any Member from the Firm on the occurrence of a Cause Event upon written notice to such Member stating the type of Cause Event. A Member shall be removed from the Firm immediately and without further action by the Firm upon the first to occur of (1) the revocation of a Member's license to practice law in any jurisdiction in which such Member is licensed, (2) in the case of any Income Member, any event set forth in sections (v) or (vii) of the first paragraph of this Article 13, or (3) in the case of any Equity member, any event set forth in sections (v) through (vii) of the first paragraph of this Article 13.

(b) No Payment on Removal for Cause.

Notwithstanding anything to the contrary set forth herein or elsewhere, any Member removed from the Firm under Section 13.02(a) for a Cause Event (as defined in Appendix 1) shall not be entitled to any payment upon Dissociation. The Equity Members acknowledge and agree that the fair market value of a Dissociating Equity Member's interest, upon Dissociation of such Equity Member under this Section 13.02, is zero.

13.03. Effect of Dissolution.

Notwithstanding any other provision of this Article 13, if the Equity Members make a decision to dissolve or wind up the Firm, from and after such decision until any revocation of such decision before completing the dissolution or wind up, no further payments shall be made pursuant to this Article 13 and any amounts then remaining to be paid under this Article 13 shall be handled in the same manner as all other distributions under Article 11.

13.04. Attorney in Fact.

Each Member hereby appoints the Chair of the Executive Committee such appointing Member's attorney in fact to convey to the Firm, effective with such appointing Member's Dissociation, all of such appointing Member's right, title and interest, if any, in all Firm Property, including without limitation, that referred to in Article 19, other than any payments to a Dissociating Member which are required under this Agreement. This Power of Attorney is coupled with an interest, is irrevocable and shall survive the death or disability of the appointing Member.

13.05. No Further Claim.

After the date of Dissociation, a Dissociating Member shall have no further claim or interest of any kind whatsoever against or in Firm Property, tangible or intangible, including but not limited to, its goodwill, name, work-in-process, and earned and unearned fees and commissions, except the right to receive the payments provided in this Article 13, Article 15 or Article 16 (as applicable) or as otherwise provided in Article 19. No Dissociating Member shall be entitled to any portion of any reserves maintained on the books of the Firm as of the date of Dissociation.

13.06. Liabilities.

A Dissociating Member shall not be relieved of Firm liabilities accrued or arising out of facts or circumstances in existence on the effective date of Dissociation for which such Member was liable at the time of such Dissociation. The Firm shall not hold harmless or obtain the discharge of a Dissociated Member from such Firm liabilities.

13.07. Grant of License.

Each Named Equity Member hereby grants the Firm a perpetual, non-exclusive, worldwide, royalty-free, non-transferable license to use his or her name in the Firm's name. The license granted hereby includes without limitation the right to use, reproduce, display, advertise or promote the Firm's name in any format, forum or media whether now known or hereafter created (including without limitation the Internet) throughout the world. The Firm may use and register domain names, subdomains, and social media accounts (including without limitation Facebook, Twitter, MySpace, and LinkedIn) containing, in whole or in part, the Firm's name. This license shall continue for so long as such Named Equity Member is a Member of the Firm and shall continue in perpetuity after such Named Equity Member ceases to be a Member of the Firm whether by retirement from the practice of law or death if (i) such Named Equity Member has retired from the practice of law and the Firm is the last firm with which the Named Equity Member was associated prior to his or her retirement from practice; or (ii) such Named Equity Member has died and the Firm is the last firm with which the Named Equity Member was associated prior to his or her death. The Firm acknowledges that each Named Equity Member is the sole owner of

all rights of publicity and personality rights in and to his or her name, subject to the license granted herein.

14. DISABILITY.

14.01. Equity Member Disability.

If an Equity Member becomes disabled to the extent that the Executive Committee determines that such disabled Equity Member should not attempt to practice law, the Firm will continue to compensate such disabled Equity Member (i) in the amount of such Equity Member's Monthly Payment for a period of twelve (12) months, and (ii) in the amount of fifty percent (50%) of such Equity Member's Monthly Payment for the next six (6) months, provided that such compensation shall be paid on the foregoing basis (1) only so long as such Equity Member is so disabled, and (2) in lieu of, and not in addition to, any Member Contract Payment (or other monthly compensation, as applicable) to which the disabled Equity Member would otherwise be entitled. If a disabled Equity Member's disability is continuing when the above stated compensation ceases, then such disabled Equity Member shall be deemed a Dissociating Equity Member upon the cessation of the above stated compensation and shall, at that time, be entitled to payment under Section 13.01(b) (Payment on Voluntary Withdrawal). If a disabled Equity Member earlier voluntarily withdraws from the Firm, such disabled Equity Member shall be entitled solely to payment under Section 13.01(b) (Payment on Voluntary Withdrawal) on the occurrence of such voluntary withdrawal.

14.02. Income Member Disability.

If an Income Member becomes disabled to the extent that the Executive Committee determines that such disabled Income Member should not attempt to practice law, unless otherwise stated in such Income Member's Member Agreement the Firm will continue to compensate such disabled Income Member (i) in the amount of such Income Member's Monthly Payment for a period of twelve (12) months, and (ii) in the amount of fifty percent (50%) of such Income Member's Monthly Payment for the next six (6) months, provided that such compensation shall be paid on the foregoing basis (1) only so long as such Income Member is so disabled, and (2) in lieu of, and not in addition to, any Member Contract Payment (or other monthly compensation, as applicable) to which the disabled Income Member would otherwise be entitled. If a disabled

Income Member's disability is continuing when the above stated compensation ceases, then such disabled Income Member shall be deemed a Dissociating Income Member upon the cessation of the above stated compensation and shall, at that time, be entitled to payment under Section 13.01(b) (Payment on Voluntary Withdrawal). If a disabled Income Member earlier voluntarily withdraws from the Firm, such disabled Income Member shall be entitled solely to payment under Section 13.01(b) (Payment on Voluntary Withdrawal) on the occurrence of such voluntary withdrawal.

15. PAYMENTS UPON DEATH.

15.01. Equity Member Death.

To the extent permitted by applicable law, the following payments and benefits will be provided, upon the death of an Equity Member, to the Persons named in writing by the deceased Equity Member, or in the absence of a written designation, to the Equity Member's surviving spouse, or, if there is no such surviving spouse, to the estate of such deceased Equity Member:

(a) within six (6) months after death: the sum of (i) the amount of the Equity Member's aggregate Capital Contribution, without adjustment for income, gain, loss, deduction allocated or distributions made to the Equity Member, and (ii) 100% of the vested portion of the Equity Member's Payout Amount, and the Equity Members acknowledge and agree that the foregoing sum equals the fair market value of the interest; and

(b) for a period of twelve (12) months following such Equity Member's death, such Equity Member's Monthly Payment.

15.02. Income Member Death.

To the extent permitted by applicable law and unless otherwise stated in such Income Member's Member Agreement, the following payments will be provided, upon the death of an Income Member, to the Persons named in writing by the deceased Income Member, or in the absence of a written designation, to the Income Member's surviving spouse, or, if there is no such surviving spouse, to the estate of such deceased Income Member: for a period of twelve (12) months following such Income Member's death, such Income Member's Monthly Payment.

15.03. Insurance Proceeds.

For the avoidance of doubt, the Firm may, but is not required to, use the proceeds of any life insurance policy procured by the Firm under Section 20 (Insurable Interest) on the life of the deceased Member to pay the amounts owed under this Section.

16. REMOVAL OF A PARTNER.

16.01. Removal.

If the Executive Committee shall so determine, any Member may be removed from the Firm. A Member whose removal is determined by the Executive Committee may appeal such determination to the Equity Members, who may, by vote of a Supermajority in Interest of the Equity Members, overrule the determination of the Executive Committee.

16.02. Payments on Removal.

(a) Equity Members.

Any Equity Member who is removed from the Firm in accordance with this Article 16, shall be entitled solely to the following amounts from the Firm: (A) the sum of (i) the amount of the Equity Member's aggregate Capital Contribution, without adjustment for income, gain, loss, deduction allocated or distributions made to the Equity Member, and (ii) 100% of the vested portion of the Equity Member's Payout Amount, which the Equity Members acknowledge and agree equals the fair market value of the interest; and (B) continued receipt, for the period ending six (6) months following the date of Dissociation, of that portion of the Member Contract Payments associated with the amount of accounts receivable outstanding as of the date of Dissociation for which the Equity Member was the originating attorney and/or working attorney, and to which such Equity Member would have been entitled under such Equity Member's Member Agreement had such Equity Member remained a Member of the Firm; provided, however, that the amounts provided in provision (B) shall be paid and payable only upon the Firm's actual receipt of such amounts within such six (6) month period. The amount provided in (A) above shall be paid within sixty (60) days after the effective date of Dissociation, provided, however, such amount, or any portion thereof, may, at the election of the Executive Committee, be paid in five (5) equal annual installments, the first installment within sixty (60) days after the effective date of Dissociation and the remaining installments on the first through the fourth anniversaries of the first installment.

(b) Income Members.

Unless otherwise stated in such Income Member's Member Agreement, any Income Member who is removed from the Firm in accordance with this Article 16 shall be entitled to continue to receive, for the period ending six (6) months following the date of Dissociation, that portion of the Member Contract Payments associated with the amount of accounts receivable outstanding as of the date of Dissociation for which the Income Member was the originating attorney and/or working attorney, and to which such Income Member would have been entitled under such Income Member's Member Agreement had such Income Member remained an Income Member of the Firm; provided, however, that such amounts shall be paid and payable only upon the Firm's actual receipt of such amounts within such six (6) month period.

17. CLIENT MATTERS ON DISSOCIATION.

17.01. Client Matters at Time of Dissociation.

Subject to the right of each client to designate the attorney who shall manage any or all of the client's pending matters in which the Firm is employed, all pending matters on the effective date of Dissociation of any Member shall remain with the Firm.

17.02. Responsibility for Pending Matters.

If a Member Dissociates, and if a client of the Firm gives the Firm a written direction to transfer responsibility for a pending matter to such former Member, or to a Person or firm with which such former Member is an employee, partner, director, officer, joint venturer, of counsel, or other counsel, the Dissociated Member or former Member must assume all future responsibilities to the client for that matter, and, subject to any lien held by the Firm, shall be entitled to take with him or her all files and documents pertaining wholly to such matter; provided, that (to the extent permitted by law) in such event such files may be reproduced by the Firm at the expense of the Dissociating Member, and such reproduction copy shall remain with and be the property of the Firm.

17.03. Responsibility for Files – Completed or Ongoing Matters.

Subject to Section 17.02, if a Member Dissociates, all files relating to completed or ongoing matters shall remain with the Firm, whether or not the client becomes the client of a Dissociated Member; provided, however, that if the client directs in writing that such files be delivered to the Dissociated Member, subject to any liens held by the Firm, the Dissociated Member shall be entitled to such copied files upon payment by the Disassociated Member of the reasonable costs to be incurred in making the transfer.

17.04. Client Communications.

Any communication to a Firm client regarding the voluntary withdrawal or removal of a Member from the Firm shall be jointly drafted and signed by the withdrawing or removed Member and an authorized representative of the Firm. Neither the Firm nor the withdrawing Member will unreasonably delay, condition or withhold their signature on such jointly drafted client communications.

18. FIRM LIABILITIES.

All liabilities of the Firm incurred, created or assumed by the Firm after the effective date of the Firm's formation as a professional limited liability company shall be liabilities of the Firm and not of the Members, except that each Member shall remain liable for such Member's own errors, omissions, negligence, grievance defense, malpractice, wrongful acts, incompetence or misconduct, as provided in Texas law, such individual partner liability being referred to hereafter as "Individual Member Liability." The Firm has the right to seek reimbursement for fees expended by the Firm arising from any claim, lawsuit, or other actions against a Member arising out of Individual Member Liability.

On the unanimous approval of the Equity Members, the Equity Members may from time to time guarantee or otherwise become personally liable for Firm liabilities other than Individual Member Liability. The liability of an Equity Member upon such a Firm liability may be joint and several pursuant to a guaranty or other written obligation. However, as among the Equity Members, such liability shall be proportional to the ratio which the number of such Equity Member's Membership Participation Units at the relevant time bears to all outstanding Membership Participation Units; and the Equity Members and the Firm shall hold each Equity

Member harmless from any Firm liability, that is not an Individual Member Liability, in excess of such proportional liability.

Notwithstanding the preceding paragraphs of this Section 18, the Firm shall purchase and maintain professional liability insurance as reasonably determined by the Executive Committee based upon factors including, but not limited to, the nature of the Firm's clients, volume of work, and types of practice areas, offered by the Firm's Members. The Firm shall pay any deductible associated with such professional liability insurance.

19. FIRM PROPERTY.

Firm Property shall be deemed to be owned by the Firm as an entity, and no Member, individually or collectively, shall have any ownership interest in such Firm Property or any portion thereof. Title to any or all Firm Property may be held in the name of the Firm or one or more nominees, as the Executive Committee may determine. All Firm Property shall be recorded as the property of the Firm on its books and records, irrespective of the name in which legal title to such Firm Property is held.

Upon receipt by the Firm of a written request from any client to deliver such client's files, the Executive Committee shall authorize the prompt delivery of property belonging to such client and the prompt copying of the requested files and delivery of such copies to the order of the client under such conditions as the Executive Committee shall reasonably determine, including, in the case of a client with outstanding financial obligation to the Firm, as to reimbursement and other matters. Determination to copyright any work in files shall be made by the Executive Committee. A Member withdrawing in accordance with this Agreement may at such Member's expense copy and take any legal forms such Member has personally used in the practice of law as well as any speeches, seminar outlines, articles, lectures and the like.

20. INSURABLE INTEREST.

Each Member acknowledges and agrees that the Firm has an insurable interest in her or him, including a lawful and substantial economic interest in her or his life, health, and bodily safety. Each Member further agrees that the Firm may from time to time purchase and maintain at the expense of the Firm life or disability insurance on all or some of its Members. All incidents

of ownership of, and all payments received on the death or disability of any Member under, any life or disability insurance policy owned by the Firm shall belong to the Firm.

21. ARBITRATION.

Any controversy, claim or dispute of any kind or character between any Member or a group of Members and the Firm, including any claim arising out of or relating to any provision of this Agreement (“Dispute”), shall be determined and settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association at the time in effect, and judgment upon the award rendered may be entered in any court having jurisdiction. At the request of either party the arbitrator shall apply the rules of discovery of the Federal Rules of Civil Procedure. (1) The Firm, acting through its Executive Committee, or (2) any one or more Members or former Members, may invoke this provision in connection with any Dispute. Each party to the arbitration shall bear such party’s cost of arbitration and shall pay an equal pro-rated share of the arbitrator’s fees and expenses if arbitration is invoked under this Article. The Executive Committee and such Members or former Members seeking arbitration shall agree upon one or more arbitrators (not to exceed a panel of 3 arbitrators) to settle every matter in the Dispute. However, if such parties are unable to agree on an arbitrator or arbitrators within ten (10) days after the request for arbitration, either party may notify the American Arbitration Association and request the appointment of a single arbitrator to handle the Dispute and any such arbitrator so appointed shall be the arbitrator. The arbitration hearing shall be conducted in Dallas County, Texas unless otherwise agreed by the parties; however, at the request of any party to such arbitration the American Arbitration Association shall be required to name a non-resident of the State of Texas as arbitrator. Any Member or former Member requesting arbitration and the Executive Committee shall do all in their power to complete all matters with respect to the arbitration within thirty (30) days of the appointment of an arbitrator. In the event the Dispute has not been resolved by the arbitrator within thirty (30) days of his appointment and one of the parties has in the opinion of the arbitrator failed to use its best efforts to cause the arbitration to be completed within such thirty (30) days, such party shall be responsible for the arbitrator’s fees and expenses, and all other reasonable and necessary expenses incurred by the opposite party which are approved by the arbitrator. The party responsible for such fees and expenses shall pay the same upon demand at any time after approval of such fees and expenses by the arbitrator. Any arbitrator must agree to use the arbitrator’s best

efforts to reach a ruling with respect to each matter in Dispute within the thirty (30) day period. All parties agree that the decision of the arbitrator shall be final and not subject to review by any court.

22. LIMITATION OF LIABILITY.

Except as set forth in Section 18, the liability of the Members and the Firm for any payment under this Agreement to any Member, withdrawn or removed Member, or the estate, designee, spouse, or personal representative of a deceased Member, whether for compensation of any kind, indemnification, return of Capital Account or any matter of any sort, shall be payable and enforceable only out of Firm Property, and the proceeds thereof, and there shall be no recourse of any kind against any personal assets of any Member, any withdrawn or removed Member, or the estate, designee, spouse, or personal representative of any deceased Member. Except as set forth in Section 18, without his, her or its written consent, no Member, withdrawn or removed Member, or estate, designee, spouse, or personal representative of a deceased Member shall be made liable by the Firm, the Members, the Executive Committee or otherwise for any claim, demand, suit, judgment or other liability of the Firm for which he, she or it is not individually liable under applicable law, except that the Executive Committee may make any obligation of the Firm recourse to all (but not less than all) of the Equity Members.

23. COMMUNITY PROPERTY INTERESTS OF MEMBERS.

23.01. Disposal by a Member's spouse of any community property interest in the Firm held by such spouse to anyone other than such Member shall be void.

23.02. Upon the divorce of an Equity Member, the Equity Member may purchase the community property interest of the Equity Member's spouse for an amount equal to one-half of the amount of the Firm's net income to which the Equity Member is entitled for the period beginning on the first day of the current fiscal year and ending on the last day of the month in which the divorce is effective, less any amounts previously distributed or advanced with respect thereto. The net income of the Firm for purposes of this Section 23.02 shall be determined based upon the Firm's normal accounting principles theretofore applied, with no value assigned to goodwill, accounts receivable, work in progress or unbilled services. If such divorcing Equity Member elects not to purchase his or her spouse's community property interest, the Firm may purchase such interest at the same price.

The amount paid by the Firm for the purchase of any such community property interest shall be considered a loan to the divorcing Equity Member, with repayment, interest and other terms therefor being as established by the Executive Committee in its sole discretion.

23.03. At the death of the spouse of a Member, any community property interest of the spouse in the Firm shall pass to such Member.

24. LOANS.

24.01. Loans to the Firm.

Any Member may lend money to the Firm as approved by the Executive Committee. If an Equity Member lends money to the Firm pursuant to this Section 24.01, the making of any such loan shall not result in an increase in the Equity Member's Capital Account, the number of Membership Participation Units held by such Equity Member or the share of distributions of the Firm, nor subject such Equity Member to any greater proportion of the losses that the Firm may sustain. The amount of any such loan shall be a debt due from the Firm to the Member, at such rates and on such terms as determined reasonably by the Executive Committee, but in no event less than, depending upon the initial payment period, the annual federal short term rate of interest, mid-term rate of interest, or long term rate of interest, as appropriate, described in the Code.

24.02. Loans by the Firm. The Company may make one or more loans to any Equity Member of the Company for the sole purpose of acquiring additional Membership Participation Units upon the unanimous approval of the Executive Committee. Such loans shall bear interest at a rate that is no less than the applicable Federal rate during the month in which such loan is made.

24.03. Other Loans.

If the Executive Committee determines that funds are reasonably necessary for conducting the business of the Firm, the Executive Committee is authorized (but not obligated) to borrow the needed funds on the Firm's behalf on commercially reasonable terms existing at the time of the borrowing, and all or any portion of the Firm's assets may be pledged or conveyed as security for the indebtedness.

25. REGISTERED OFFICE; REGISTERED AGENT; PRINCIPAL OFFICE IN THE UNITED STATES; OTHER OFFICES.

The registered office of the Firm required by the TBOC to be maintained in the State of Texas shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Firm) as the Executive Committee may designate from time to time in the manner provided by law. The registered agent of the Firm in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Executive Committee may designate from time to time in the manner provided by law. The principal office of the Firm in the United States shall be at such place as the Executive Committee may designate from time to time, which need not be in the State of Texas, and the Firm shall maintain records there as required by Sections 3.151 and 101.501 of the TBOC and shall keep the street address of such principal office at the registered office of the Firm in the State of Texas. The Firm may have such other offices as the Executive Committee may designate from time to time.

26. FISCAL MATTERS.

26.01. Tax Returns and Information.

The Executive Committee shall prepare or cause to be prepared all federal, state and local income and other tax returns that the Firm is required to file. Within the shorter of (i) such period as may be required by applicable law or regulation, or (ii) seventy-five (75) days after the end of each calendar year, the Executive Committee shall send or deliver to each Person who was an Equity Member at any time during such year such tax information as shall be reasonably necessary for the preparation by such Person of his or her federal income tax return and state income and other tax returns.

26.02. Delivery of Financial Statements to Members.

The Executive Committee shall make available to each Member a copy of (i) a balance sheet of the Firm as of the end of the fiscal year, (ii) an income statement of the Firm for each fiscal year, and (iii) the bi-monthly Member Contract Payment draw reports. The annual financial statements shall be delivered by no later than ninety (90) days following the end of the fiscal year

to which the statements apply. Unless a Majority in Interest of the Equity Members requests in writing prior to the end of the fiscal year to which the financial statements apply that the financial statements shall be audited (in which case Section 26.03 shall apply), such statements need not be audited.

26.03. Audits at Request of Equity Members.

A Majority in Interest of the Equity Members shall have the right to have an audit conducted of the Firm books, which audit may be requested with respect to the annual financial statements under Section 26.02. The cost of the audit shall be borne by the Equity Member or Equity Members requesting that the audit be performed or, upon the approval of the Executive Committee, by the Firm. The audit shall be performed by an accounting firm acceptable to the Executive Committee and the Equity Members requesting the audit, in their reasonable judgment. Not more than one audit shall be required by any or all of the Equity Members for any fiscal year.

26.04. Tax Elections.

On the appropriate tax returns, the Firm may make any election the Executive Committee may deem appropriate and in the best interests of the Members. No Member may make an election for the Firm to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law.

26.05. Tax Matters Partner.

The Executive Committee shall designate one Manager that is an Equity Member to be the “tax matters partner” of the Firm pursuant to Section 6231(a)(7) of the Code prior to the enactment of the Bipartisan Budget Act of 2015 (the "BBA") and the "partnership representative" within the meaning of section 6223 of the Code as amended by the BBA (in either case, the "Tax Matters Partner"). Initially, the tax matters partner shall be James E. Meadows. Each of the Equity Partners hereby authorizes the Tax Matters Partner to represent the Firm before the Internal Revenue Service and any other governmental agency with jurisdiction over the Firm. The Tax Matters Partner shall take such action as may be necessary to cause each other Equity Member to become a “notice partner” within the meaning of Section 6223 of the Code. The Tax Matters Partner shall inform each Equity Member of all significant matters that may come to his attention in his capacity

as “tax matters partner” or the “partnership representative,” as applicable, by giving notification thereof on or before the fifth business day after becoming aware thereof and, within that time, shall forward to each other Equity Member copies of all significant written communications he may receive in that capacity. Such Manager (or any other Manager) may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of a Majority in Interest of the Equity Members, but this sentence does not authorize such Manager (or any other Manager) to take any action left to the determination of an individual Equity Member under Sections 6222 through 6232 of the Code. If no Manager is an Equity Member, the Managers shall designate one Equity Member who agrees to serve in such capacity to be the Tax Matters Partner. The provisions of this Section 26.05 shall survive the termination or liquidation of the Firm or the termination of any Equity Member’s interest in the Firm, and shall remain binding on the Equity Members for as long a period of time as is necessary to resolve any and all matters regarding the income taxation of the Firm or the Equity Members.

27. ACTION BY WRITTEN CONSENT.

27.01. Written Consent of the Managers.

Any action that may be taken at a meeting of the Managers or any committee of the Managers (including the Executive Committee) may be taken without a meeting, without prior notification, and without a vote if a consent in writing, setting forth the action so taken, is signed by the Managers or committee members, as the case may be, having not fewer than the minimum number of votes, including, if applicable, the votes of any WBE Member(s), that would be necessary to take the action at a meeting at which all Managers or committee members, as the case may be, entitled to vote on the action were present and voted.

27.02. Written Consent of the Equity Members.

Any action that may be taken at a meeting of the Equity Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by Equity Members holding the number of Membership Participation Units required to approve such action under the TBOC, the Certificate of Formation or this Agreement, as applicable. Such consent shall have the same force and effect as a vote of the signing Equity Members at a meeting duly called and held pursuant to Article 8. No prior notification from the signing Equity Members to the

Managers or other Equity Members shall be required in connection with the use of a written consent pursuant to this Section. Notification of any action taken by means of a written consent of Equity Members shall, however, be sent within a reasonable time after the date of the consent by the Managers to all Equity Members who did not sign the written consent.

28. MISCELLANEOUS.

28.01. Entire Agreement.

This Agreement contains the entire agreement among the Members and Managers relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

28.02. Law Governing.

This Agreement shall be governed by and construed in accordance with the local, internal laws of the State of Texas. In particular, this Agreement is intended to comply with the requirements of the TBOC and the Certificate of Formation. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the TBOC or any provision of the Certificate of Formation, the TBOC and the Certificate of Formation, in that order of priority, will control.

28.03. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Members and Managers and their respective heirs, legal representatives, successors and permitted assigns.

28.04. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Members and Managers as expressed herein, the remainder of this Agreement and the application of such provision to other Persons or

circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

28.05. Headings.

The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

28.06. Construction.

Whenever required by the context, as used in this Agreement, the singular number shall include the plural, and vice versa, and the gender of all words used shall include the masculine, feminine and the neuter. Unless expressly stated herein, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules and Appendices are to schedules and appendices attached hereto, each of which is made a part hereof for all purposes.

28.07. Offset of Payments to Members; Reimbursements to Firm.

Unless otherwise set forth herein, whenever the Firm is to pay any sum to any Member (including, without limitation, under any Member Agreement or under Sections 13.01, 14, 15, or 16), any amounts that such Member owes the Firm, or that the Firm expended or may expend on such Member's behalf, or that the Firm is required by law to withhold on such Member's behalf, may be deducted from that sum before payment. If a Member's payment is insufficient to offset an amount due, the Firm reserves the right to require payment/reimbursement from such Member for the outstanding amount upon reasonable notice.

28.08. Pass Through Costs to Members.

The Firm may pass through to a Member certain expenses, including but not limited to: (a) costs related to any firm-sponsored group health-related insurance benefits elected by the Member (e.g., medical, dental, vision, Flexible Spending Account, Health Savings Account); (b) costs related to any firm-sponsored retirement savings plan (e.g., 401(k) plan) elected by the Member; and (c) any costs, expenses, fees or taxes related to or arising from any goods, services, benefits,

revenue or property received or maintained by a Member (e.g., subscription software, third-party staffing resource, disability or life insurance, local or state tax assessments or fees related to or arising from a Member's income or personal property, continuing legal education, professional membership or bar dues). Notwithstanding the foregoing, the Firm will pay and will not pass through to Members the expenses related to the Firm's certification and annual membership costs for the Women's Business Enterprise National Council (WEBENC), the National Association of Minority and Women Owned Law Firms (NAMWOLF), or other organizations as determined by the Executive Committee.

28.09. Effect of Waiver or Consent.

A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Firm is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Firm. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Firm, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

28.10. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, each Member and Manager shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

28.11. Waiver of Certain Rights.

Each Member irrevocably waives any right it may have to maintain any action for termination of the Firm or for partition of the Firm Properties.

28.12. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single document. This Agreement shall

be binding upon each Member and Manager upon execution, regardless of whether any other Member or Manager has executed the same or a different counterpart. A photocopy or facsimile of an executed counterpart of this Agreement shall be sufficient to bind the Member or Manager whose signature appear thereon.

28.13. Prohibition Against Assignment.

Except as otherwise set forth in this Agreement, a Member shall not assign, Transfer, pledge or otherwise encumber, nor suffer the assignment, Transfer, pledge or encumbrance of, his, her or its interest in the Firm. Any purported Transfer that is not made in accordance with this Agreement shall be null and void and of no force or effect whatever; provided that, if the Firm is required to recognize a Transfer that is not made in accordance with this Agreement (or if the Firm, in its sole discretion, elects to recognize a Transfer that is not made in accordance with this Agreement), the transferred Membership Participation Units shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Participation Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Firm) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Membership Participation Units may have to the Firm. The transferee shall have no right to any information or accounting of the affairs of the Firm, shall not be entitled to inspect the books or records of the Firm, and shall not have any of the rights of a Member under the TBOC or this Agreement. In the case of a Transfer or attempted Transfer that is not made in accordance with this Agreement, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Firm and the other Members from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

By way of illustration and not of limitation, this restriction prohibits any Transfer in connection with any bankruptcy or insolvency of a Member and prohibits any transfer or partition of such interest to a Member's spouse, whether or not in connection with divorce.

28.14. No Third Party Beneficiaries.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement, except as expressly provided in this Agreement with respect to the PE Owners and the designees, heirs, estates, personal representatives, and spouses of an Equity Member or former Equity Member.

28.15. No Right to Continued Employment.

This Agreement does not confer upon any Member any right to continued employment by the Firm.

29. RELATION TO THE TEXAS BUSINESS ORGANIZATION CODE.

29.01. To the extent the TBOC addresses a matter not otherwise addressed by this Agreement, it is the intent of the Members that the provisions of the TBOC shall apply, but no such application shall otherwise affect any provision of this Agreement. To the extent this Agreement addresses a matter also addressed by the TBOC, it is the intent of the Members that the provisions of this Agreement shall apply, in lieu of the provisions of the TBOC, to the full extent permitted by the TBOC. Further, it is the intent of the Members that the provisions of this Agreement and the TBOC, in the manner specified herein, be recognized in every jurisdiction (but subject to such filing and similar requirements as may be applicable to the Firm doing business or practicing law in any such jurisdiction).

29.02. The Firm may keep confidential from Members, for such period of time as the Firm deems reasonable, any information the disclosure of which the Firm in good faith believes is not in the best interest of the Firm or could damage the Firm or its business or affairs or which the Firm is required by law or agreement with a third party to keep confidential. The Executive Committee may exercise such authority, and restrict access to such information on such basis as it may reasonably determine.

29.03. No copy of any certificate or other papers filed under the TBOC need be delivered to any Member though such records shall be maintained in the Firm's official record book.

29.04. Each Member hereby irrevocably constitutes and appoints, with full power of substitution, each member of the Executive Committee his or her true and lawful attorney-in-fact,

with full power and authority in his or her name, place, and stead, to execute, certify, acknowledge, deliver, file, and record at the appropriate public offices:

(a) all certificates and other instruments, and any amendment thereto, which such attorney in fact deems appropriate to form, qualify, or continue the business of the Firm as a professional limited liability company or to register or qualify the Firm or its Members to engage in the practice of law or to maintain such registration or qualification; or

(b) any other instrument or document which may be required to be filed by the Firm under the laws of any state or which any such attorney in fact deems advisable to file.

Each Member's appointment of such attorneys in fact shall be deemed to be a power coupled with an interest and shall survive the death, incompetency, bankruptcy, or dissolution of the Member giving such power.

30. SPOUSAL CONSENT.

Each Equity Member shall cause his or her spouse, if any, to execute the spousal consent attached to this Agreement as Appendix 2.

31. INDEMNIFICATION.

The Firm shall indemnify and/or advance expenses to an Equity Member who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the Equity Member (i) is or was a Manager, the Tax Matters Partner or an officer of the Firm, or (ii) while serving as a Manager or officer of the Firm, is or was serving at the request of the Firm as a manager, officer, member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent provided by, and in accordance with the procedures set forth in, Chapter 8 and Sections 101.401 and 101.402 of the TBOC and any other applicable laws; provided, however, that Chapter 8 of the TBOC shall be modified in the following respects as applied to the Firm:

(a) Indemnification of any Equity Member who has satisfied the standard of conduct set forth in Section 8.101 of the TBOC shall be mandatory rather than optional. The

determination under Section 8.101 of the TBOC that indemnification shall be made shall also constitute authorization of indemnification under Section 8.103 of the TBOC.

(b) Advancement of expenses to an Equity Member who has satisfied the requirements of Section 8.104 of the TBOC shall be mandatory rather than optional.

(c) Payment or reimbursement of expenses to an Equity Member pursuant to Section 8.106 of the TBOC in connection with his appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

(d) The rights conferred in this Article 31 shall not be exclusive of any other right which any Equity Member may have or hereafter acquire under any statute, regulation, the Certificate of Formation, resolution of Members or Managers, agreement, or otherwise.

Subject to Section 8.151 of the TBOC, the Firm may purchase and maintain insurance or another arrangement on behalf of any Equity Member who is or was a Manager, Member, Tax Matters Partner, employee, agent or other Person, identified in this Article 31 against any liability asserted against him or incurred by him in such a capacity or arising out of his status as such a Person, whether or not the Firm would have the power to indemnify him against that liability under this Article 31 or otherwise. The Firm shall have no obligation to fund indemnification of any Person to the extent the liability is covered by insurance. The Firm's obligation to fund indemnification of any Person shall commence only after all available insurance has been exhausted.

* * * * *

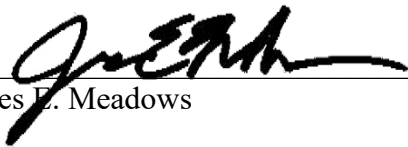
IN WITNESS WHEREOF, the undersigned Equity Members acknowledge acceptance of this Third Amended and Restated Company Agreement in accordance with Section 8.02, and, as an Equity Member of the Firm, the undersigned acknowledge their intention to be legally bound thereby as of the Effective Date.



Kelly Rittenberry Culhane



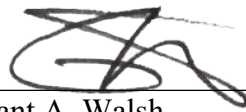
Heather Clauson Haughian



James E. Meadows



Kimberly Verska



Grant A. Walsh

Appendix 1

“Agreement” means this Company Agreement, including all schedules and appendices to this Agreement, as originally executed and as subsequently amended, restated, or otherwise modified from time to time.

“Capital Account” has the meaning assigned to it in Section 6.04.

“Capital Contribution” means the total amount of cash or property contributed to the Firm by all the Equity Members or any one Equity Member, as the case may be.

“Cash Flow” means, for the period in question, the amount by which the aggregate cash receipts of the Firm from any source (including loans and Capital Contributions) exceed the sum of the cash expenditures of the Firm (for the avoidance of doubt, this includes but is not limited to Member Contract Payments) plus a cash reserve in the amount determined by the Executive Committee to be sufficient to meet the working capital requirements of the Firm.

“Cause Event” shall mean (i) the commission by a Member of a felony or other crime involving moral turpitude or the commission by a Member of any other act or omission involving dishonesty, disloyalty, or fraud with respect to the Firm or any of its clients or suppliers, (ii) a Member’s reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace), or other conduct causing the Firm substantial public disgrace or disrepute or substantial economic harm, (iii) a Member’s substantial and repeated failure to perform duties as reasonably directed by the Firm, (iv) any act or omission by a Member constituting breach of fiduciary duty, gross negligence, or willful misconduct with respect to the Firm, (v) any material breach by a Member of any written agreement between such Member and the Firm, including, without limitation, this Agreement, or (vi) any material breach by a Member of any provision of the Handbook.

“Certificate of Formation” means the Certificate of Formation of the Firm described in Section 1.

“Code” means the Internal Revenue Code of 1986, as it has been and may be amended.

“Dissociation” means any event that causes a Member to cease to be a Member.

“Equity Member” means any Person who (i) is one of the Equity Members as listed on Schedule A or (ii) has been admitted to the Firm as an Equity Member in accordance with the TBOC and this Agreement, and (iii) has not ceased to be an Equity Member for any reason.

“Estimated Tax Liability” means, with respect to each Equity Member, the Executive Committee’s estimate (determined in its sole and absolute discretion) of each Equity Member’s tax liability for a fiscal year attributable to the net taxable income of the Firm, based on the product of (i) the net taxable income of the Firm, if any, allocated to such Equity Member pursuant to Article 5, and (ii) the highest marginal federal income tax rate for such fiscal year (based on the character of the Firm’s taxable income allocated to such Equity Member).

“Executive Committee” means the Managers. For the avoidance of doubt, the terms “Executive Committee” and “members of the Executive Committee” and “Managers” are used interchangeably in this Agreement unless the context otherwise requires.

“Firm” means Culhane, Meadows, Haughian & Walsh, PLLC, as said professional limited liability company may from time to time be constituted.

“Firm Property or Properties” means all interests, properties and rights of any type owned by the Firm, whether owned by the Firm at the date of its formation or thereafter acquired.

“Handbook” means the Firm’s personnel handbook, as in effect from time to time.

“Income Member” means any Person who (i) is one of the Income Members as listed on Schedule B or (ii) has been admitted to the Firm as an Income Member in accordance with the TBOC and this Agreement, and (iii) has not ceased to be an Income Member for any reason. No distributions shall be made to Income Members. Rather, Income Members shall be compensated as mutually agreed by each individual Income Member and the Executive Committee.

“Individual Member Liability” has the meaning assigned to it in Section 18.

“Majority in Interest of the Equity Members” means Equity Members holding more than 50% of the total issued and outstanding Membership Participation Units in the Firm; provided, however, that in the event that at any time there are less than four Equity Members, the Equity

Members constituting the "Majority in Interest of the Equity Members" must include at least one WBE Equity Member.

“Managers” means at any time, the Persons who are then managing the business of the Firm in accordance with Article 7 of this Agreement. For the avoidance of doubt, the terms “Executive Committee” and “members of the Executive Committee” and “Managers” are used interchangeably in this Agreement unless the context requires otherwise.

“Member” means any Equity Member and any Income Member. No Person shall be a Member of the Firm unless such Person constitutes an “authorized person” under Section 301.004(2) of the TBOC.

"Member Agreement" means a written agreement entered into between the Firm and a Member with respect to guaranteed payments or other form of compensation to be paid by the Firm to such Member, as each such agreement may be amended, restated, or otherwise modified from time to time.

“Member Contract Payment” has the meaning assigned to it in Section 5.02.

“Membership Participation Units” means the units into which the membership interests in the Firm are divided, whether certificated or uncertificated. No Membership Participation Units shall be issued to or held by any Income Member.

“Monthly Payment” means, as to any given Member, the amount of compensation to which such Member would have been entitled under such Member’s Member Agreement for the month in question had such Member not died or become disabled, as applicable.

“Named Equity Member” means any of Kelly Rittenberry Culhane, Heather Clauson Haughian, James E. Meadows, and Grant A. Walsh.

“Payout Amount” means, as to any given Equity Member, the value of such Equity Member’s membership interest in the Firm as of the date of such valuation. Such value (i) shall be determined by a majority vote of the number of Equity Members (excluding the Equity Member whose membership interest is subject to valuation), (ii) shall be subject to discount for illiquidity and minority, and (iii) shall be conclusive and binding on such Equity Member. One-fifth of the

Payout Amount shall vest on each of the first five anniversaries of the date such Equity Member became an Equity Member of the Firm.

“Person” means any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

“Supermajority in Interest of the Equity Members” means Equity Members holding at least sixty-six and two-thirds percent (66-2/3%) of the total issued and outstanding Membership Participation Units in the Firm; provided, however, that in the event that at any time there are less than four Equity Members, the Equity Members constituting the "Majority in Interest of the Equity Members" must include at least one WBE Equity Member.

“TBOC” means the Texas Business Organizations Code, as it may be amended from time to time, and any successor to the Texas Business Organizations Code.

“Tax Distribution” has the meaning assigned to it in Section 5.03.

“Transfer” means any change in the record or beneficial ownership of a Membership Participation Unit, whether made voluntarily or involuntarily, by operation of law or otherwise.

"WBE Equity Member" means any female Equity Member.

"WBE Member" means any female Member.

“WBE Status” means the qualification of the Firm as a certified “Women’s Business Enterprise” under the standards set out by the Women's Business Enterprise Alliance as updated from time to time and as found at <http://www.wbea-texas.org/about-wbea>.

Appendix 2

SPOUSAL CONSENT

I, _____, spouse of _____, an Equity Member who is party to the foregoing Third Amended and Restated Company Agreement (as in the effect on the date hereof, and as amended, restated, or otherwise modified from time to time, the "Agreement") of Culhane, Meadows, Haughian & Walsh, PLLC, a Texas professional limited liability company (the "Firm"), hereby acknowledge that I have read the Agreement in its entirety and clearly understand that my spouse has agreed to the terms and provisions with respect to the Membership Participation Units in the Firm that [he][she] owns (if any) and in which I may have, but do not hereby claim, a community property or other interest. In consideration of these premises, I hereby expressly consent to the execution of the Agreement by my spouse, and I join in, accept, and consent to the terms and provisions thereof and agree to abide and to be bound thereby, and to execute and deliver all documents and to do all things reasonably necessary to carry out and complete the purposes of the Agreement.

Furthermore, I hereby appoint my spouse as my attorney-in-fact to represent me in all matters with regard to the Agreement; to bind my interests, jointly with [his][her] own, on [his][her] execution of any document relating to the Agreement (including, without limitation, any amendments, restatements, or other modifications thereof); and to do, on my behalf, all things reasonably necessary to carry out and complete the purposes of the Agreement, all without my further consent or authorization; the foregoing appointment being coupled with an interest and expressly made irrevocable.

Printed Name: _____
Spouse of _____

Date: _____

SCHEDULE A

Equity Member	Number of Membership Participation Units	Percentage Interest
Kelly Rittenberry Culhane 2704 Cherry Sage Drive Flower Mound, TX 75022	24.5	24.5%
Heather Clauson Haughian 1652 St. Lawrence Drive Niceville, FL 32578	24.5	24.5%
James E. Meadows 137 Camp Creek Point Seacrest, FL 32461	24.5	24.5%
Grant A. Walsh 3434 Westminster Avenue Dallas, TX 75205	24.5	24.5%
Kimberly Verska 710 Trowgate Court Atlanta GA 30350	2.0	2.0%
Total:	100	100%

SCHEDULE B

INCOME MEMBER NAME AND ADDRESS

Anderson, J. Scott
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Brookhaven GA 30319-2874

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