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August 29, 2011

Company Requested: BARNES & THORNBURG LLP
Control Number: 2004010200119

Date	Transaction	# Pages
12/31/2003	Registration of Limited Liability Partnership	3



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and complete copy of this 3 page document filed in this office.

Dated: August 29, 2011
Certification Number: 2011082927220

Charles P. White

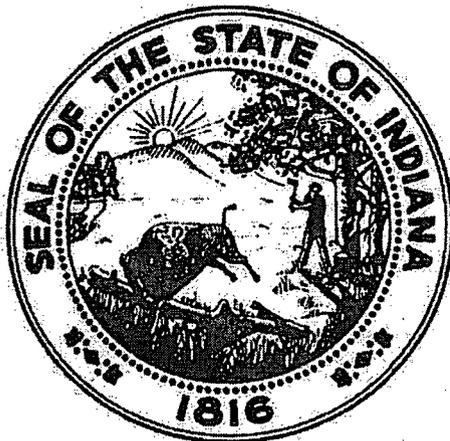
Secretary of State

State of Indiana
Office of the Secretary of State

REGISTRATION OF LIMITED LIABILITY PARTNERSHIP
of
BARNES & THORNBURG LLP

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Registration of Limited Liability Partnership of the above Domestic Limited Liability Partnership (LLP) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Uniform Partnership Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 31, 2003.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 31, 2003.

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2004010200119, 2004010269176

2004010200119

APPROVED
FILED

**CERTIFICATE OF REGISTRATION
OF LIMITED LIABILITY PARTNERSHIP FOR
BARNES & THORNBURG LLP**

The undersigned, desiring to register as a limited liability partnership (the "Partnership") pursuant to the provisions of the Indiana Uniform Partnership Act, IC § 23-4-1-45, executes the following Certificate of Registration.

**Article 1.
Identification**

The name of the Partnership is:

BARNES & THORNBURG LLP

**Article 2.
Principal Partnership Office**

The address of the principal office of the Partnership is: 11 South Meridian Street, Indianapolis, IN 46204.

**Article 3.
Registered Agent and Registered Office**

The name of the registered agent is: Kenneth H. Inskeep. The street address of the registered office for service of process is: 11 South Meridian Street, Indianapolis, Indiana 46204.

**Article 4.
Business**

The Partnership is engaged in the practice of law, the provision of law-related services and the conduct of other lawful business.

**Article 5.
Intention to Act as Limited Liability Partnership**

The filing of this Registration is evidence of the Partnership's intention to act as a limited liability partnership.

The undersigned partner executes this Registration for the limited liability partnership this 4 day of Dec., 2003.

BARNES & THORNBURG LLP

By: 
Alan A. Levin, Partner

01 DEC 2003 1:12:00

INDS01 QZS 628144v1

STATE OF INDIANA

STATE BOARD OF LAW EXAMINERS
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STATE BOARD OF LAW EXAMINERS

CERTIFICATE OF APPROVAL OF

Barnes & Thornburg LLP
As a Limited Liability Partnership

The undersigned hereby approves the Application for Certificate to practice under the Laws of the State of Indiana and Indiana Supreme Court Admission & Discipline Rule 27, subject to the approval of the Registration by the Secretary of the State of Indiana.

Mary Place Godsey
Executive Director

Dated:

December 31, 2003

03 DEC 31 PM 12:00

AMENDED AND RESTATED
ARTICLES OF PARTNERSHIP
OF
BARNES & THORNBURG LLP

Restated and Last Amended
as of May 3, 2013

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ARTICLES OF PARTNERSHIP

OF

BARNES & THORNBURG LLP

as of November 10, 2006

PREAMBLE

The undersigned are entering into these Articles to create and build a law firm to provide expertise in specialized areas of law. The Firm will be a single firm with multiple locations. The undersigned will not exploit each other, and will find a means of dividing the rewards of their collective efforts fairly and equitably. Moreover, the undersigned will make every effort to provide a professional environment of mutual respect and assistance, to enable all lawyers in the Firm to produce their very best and enjoy doing it, and to encourage all members to pursue their individual interests and personal lives freely and enjoyably.

ARTICLE I
General Provisions

Section 1.1 Recitals.

- (a) The undersigned hereby agree to set forth in their entirety herein the terms and provisions of the Articles of Partnership of Barnes & Thornburg LLP.

- (b) The effective date of these Articles is January 1, 1982.

- (c) The partnership created by these Articles is a newly organized partnership of partners previously practicing in partnerships known as Barnes, Hickam, Pantzer & Boyd ("Barnes, Hickam") and Thornburg, McGill, Deahl, Harman, Carey & Murray ("Thornburg, McGill"); and the Firm will be treated as a continuation of Barnes, Hickam for tax, insurance and other purposes.

Section 1.2 Purpose.

- (a) The purpose of the Firm is to engage in the practice of law, with only such other activities as are reasonably incidental or related to the conduct of a law firm.

- (b) Notwithstanding any other provision in this Agreement, and upon the affirmative vote of two thirds of the partners eligible to vote, the Firm may form one or more subsidiaries or affiliated entities for the purpose of engaging in any lawful activity, regardless of whether it is reasonably incidental or related to the conduct of a law firm.

Section 1.3 Definition of Terms.

For all purposes of these Articles, each of the following terms have the following meanings:

- (a) The term "Firm" means the firm now organized and the same continuing firm, however named, notwithstanding changes in personnel by addition of new Partners or termination of the membership of any Partners.
- (b) The term "Partners" (unless expressly qualified) means all Capital and Non-Capital Partners, individually, whose memberships have not terminated.
- (c) The term "these Articles" means the Articles of Partnership as set forth herein, as the same may be amended as provided herein.
- (d) The term "Predecessor Firm" or "Predecessor Firms" means Barnes, Hickam and/or Thornburg, McGill.
- (e) The terms "Former Barnes Partner" and "Former Thornburg Partner" mean a person who was a partner in Barnes, Hickam or Thornburg, McGill, as the case may be, prior to January 1, 1982, and a person who, but for the organization of the Firm effective such date, would have become a partner in a Predecessor Firm beginning such date.
- (f) The term "Electing Barnes Retiree" means a Former Barnes Partner (other than Alan W. Boyd) who retired on or before January 1, 1982, and Jerry P. Belknap, Robert S. Ashby, Louis A. Highmark and John W. Houghton.
- (g) The term "Capital Account" means contributions to the capital of the Firm, including capitalized retained earnings, made by each Capital Partner from time to time, as determined in accordance with generally accepted accounting principles consistently applied as at the close of the calendar year next preceding the date on which any determination is required to be made hereunder.
- (h) The term "Net Profit" means the taxable income of the Firm for Federal income tax purposes before deducting payments made to the Firm's profit-sharing plan by or on behalf of Partners.

- (i) The term "Percentage Interest" means the interest of a Capital Partner in Net Profit.
- (j) The term "Office" means, except as otherwise provided in this Agreement, each geographically separate place of business as established by the Firm from time to time which either has at least seven (7) Capital Partners in residence or has five (5) Capital Partners in residence and has been in existence throughout a period of at least three (3) calendar years; provided, however, that for the period ending on November 1, 2014, the term "Office" means each separate place of business established by the Firm which either has at least five (5) Capital Partners in residence or has two (2) Capital Partners in residence and has been in existence throughout a period of at least three (3) calendar years for each office in existence on April 1, 2009 and for Atlanta, Georgia and Minneapolis, Minnesota and provided further, however, that the geographically separate places of business established by the Firm in South Bend, Indiana and Elkhart, Indiana shall be deemed a single Office effective from and after December 31, 2009.
- (k) The phrase "termination of all interest in the Firm" means, when applied to any Capital Partner, the end of his membership, but it shall not involve an elimination or cancellation of any rights expressly provided in these Articles to receive payments in cash or property yet to be paid to him as an incident of the termination of interests provided in these Articles, which payments are paid to provide for an orderly retirement and liquidation of the partnership interest of any Capital Partner under and pursuant to Section 736(a) of the Internal Revenue Code of 1986, as amended (the "Code").
- (l) The term "Retired Capital Partner" means one whose interest in the Firm (or in a Predecessor Firm) has been or is terminated by retirement and whose participation in the voting of Capital Partners and rights to participate in management of the Partnership have been or are hence terminated. A Retired Capital Partner will be eligible to receive retirement benefits or other payments and shall have the obligation and responsibility to advance the interests of the Firm, as set forth in these Articles.

- (m) The words "he" or "his" shall be deemed to include "she" or "her" where applicable.
- (n) The terms "Beneficiary" or "Beneficiaries" means the person or persons designated in writing by a Partner to receive the death, disability or retirement benefits provided in these Articles or, if no such person or persons have been designated in writing by the Partner, then the Partner's estate in the event of his death.
- (o) The term "Prime Rate" means the prime or base rate set by The Indiana National Bank, Indianapolis, Indiana, from time to time, computed on a daily basis.
- (p) The term "personal representative" shall have the definition attributed to such term under IC 30-4-1-2(8) of the Indiana statutes.
- (q) The term "Capital Partner" means a Partner for whom a Percentage Interest has been established and who was a Capital Partner at the effective date of this Agreement or who has been added in accordance with Section 4.2 of this Agreement.
- (r) The term "Non-Capital Partner" means any Partner who is not a Capital Partner.
- (s) The term "Firm Qualified Retirement Plan Obligation" means and shall include any present or potential future obligation to contribute to any tax qualified retirement plan maintained by the Firm. For purposes of clarification, a Capital Partner shall be deemed to have a Firm Qualified Retirement Plan Obligation as long as that Capital Partner has an undistributed accrued benefit under any cash balance or other defined benefit pension plan maintained by the Firm.

Section 1.4 Firm Name.

- (a) The name of the Firm, Barnes & Thornburg LLP, shall continue until changed in accordance with the provisions of Article XII.

- (b) Subject to applicable provisions of the Rules of Professional Conduct of the legal profession, the Firm may continue to use the name of any deceased, disabled or Retired Capital Partner in the Firm's name.

Section 1.5 Term.

The Firm shall continue until dissolved in accordance with the terms hereof and specifically shall not be terminated by the death, retirement, disability, expulsion or withdrawal of one or more Partners.

ARTICLE II

Capital of the Firm

Section 2.1 Initial Capital Contributions.

- (a) The initial capital contributions to the Firm of the Former Barnes Partners shall be their capital accounts in Barnes, Hickam as of December 31, 1981, exclusive of undistributed earnings for 1981, determined on a cash basis. Such capital accounts shall be allocated among the Former Barnes Partners to take into account retirements as of December 31, 1981, and the admission of new Capital Partners as of January 1, 1982.
- (b) The initial capital contributions to the Firm of the Former Thornburg Partners shall be determined in accordance with a separate agreement of even date herewith.

Section 2.2 Subsequent Capital Contributions and Adjustments.

- (a) After the determination of the Percentage Interest of each Capital Partner for 1982 and annually thereafter, each Capital Partner shall be required to maintain a pro-rata share of the total capital of the Firm, based on his Percentage Interest for that year adjusted to reflect the allocation to him of his pro-rata share of the Percentage Interests assigned to Alan W. Boyd and any retired Electing Barnes Retirees pursuant to Exhibits B and D, respectively. The total capital of the Firm may be increased or

decreased at any time by the Firm Managing Partner. Capital Partners having insufficient capital for any year shall pay in the required amount in cash within twenty (20) days after notification of the amount to be paid except as otherwise provided in paragraphs (b) and (c) of this Section 2.2. Each Capital Partner hereby authorizes and directs the Firm to withhold distributions to him and to use such amounts to fund his capital contributions required hereunder. Capital Partners having surplus capital for any year shall receive a cash refund within twenty (20) days after the determination of Percentage Interests for the year.

- (b) Capital Partners who are hereafter admitted to the Firm shall be given a period of five (5) years to pay in the capital which would otherwise be required in their year of admission. In the case of Capital Partners who were Associate or Of Counsel attorneys in the Firm at the time of their admission as Partners, or were Non-Capital Partners in the Firm on January 1, 1997, such payments shall be made in equal annual installments, without interest, the first payment being due within twenty (20) days following the end of the calendar year in which admitted. In the case of all other Capital Partners, such payments shall be made in the same manner and at the same times, but with interest on the unpaid capital balance being due and payable on such capital payment dates at an interest rate equal to the average interest rate paid by the Firm during the calendar year preceding such payment due date on the Firm's borrowings of funds for periods of twelve (12) months or less.
- (c) Former Barnes Partners and Former Thornburg Partners admitted on or after January 1, 1977, to their respective Predecessor Firms shall have such period to pay their pro rata share of capital as of the end of the year preceding their admission as they would have had if they had been admitted as Capital Partners of the Firm on the date admitted to such Predecessor Firm.
- (d) The Capital Account of each Capital Partner shall be increased or reduced at the end of each year as a result of the determination of the Firm Managing Partner as to contributions and distributions to be made as of December 31 of that year.

Section 2.3 Interest and Return of Capital.

The Firm shall not pay interest on Capital Accounts. No Capital Partner shall be entitled to a return of his Capital Account for any reason except as expressly provided in these Articles.

Section 2.4 Holdback of Capital for Required Retirement Plan Contributions.

Notwithstanding anything contained in these Articles to the contrary, the Firm may, in the sole discretion of the Firm Managing Partner, hold back the distribution of any part or all of a Capital Partner's Capital Account until such date as the Capital Partner no longer has any Firm Qualified Retirement Plan Obligation. Once a Capital Partner no longer has any Firm Qualified Retirement Plan Obligations, distribution of a Capital Partner's Capital Account shall no longer be governed by this Section 2.4 and shall be governed by the other sections set forth in these Articles.

ARTICLE III

Net Profit of the Firm:

Participation and Distributions

Section 3.1 Participation in Net Profit.

- (a) For the calendar year 1982, Percentage Interests and allocations shall be determined in accordance with a separate agreement of even date herewith.
- (b) For the calendar year 1983 and thereafter, Percentage Interests shall be determined in accordance with the procedures set forth in Article VII.
- (c) For the calendar year 1983 and thereafter, other allocable items (except investment tax credits) shall be allocated in the same manner as Net Profit. Investment tax credits (and recapture thereof) shall be allocated in proportion to Capital Accounts.

Section 3.2 Distributions.

Each Capital Partner shall receive not less frequently than monthly a distribution based on his Percentage Interest, in amounts determined by the Firm Managing Partner after taking into account the Firm's needs for working capital, debt amortization, capital expenditures, payments to Retired Capital Partners and other factors. The Firm Managing Partner shall establish uniform procedures for draws, distributions, personal accounts and advances to Capital Partners

ARTICLE IV

Changes as to Partners

Section 4.1 Partnership Status.

Although their contractual rights differ, as provided in these Articles, all Partners are of the same class and have identical rights except as herein otherwise specifically provided.

Section 4.2 Addition of Capital Partners.

- (a) The Management Committee and/or any Capital Partner, notwithstanding any Firm policy to the contrary, may from time to time propose that additional Capital Partners be admitted to the Firm.
- (b) There shall be given to each Capital Partner five (5) days' written notice of a meeting of all Partners to consider the candidate for admission at which each Capital Partner shall be entitled to discuss the proposal fully.
- (c) At that meeting, the Firm may, by an 80% affirmative vote as required by Section 10.4(a), extend an invitation to the prospective Capital Partner.
- (d) If an invitation is accepted, the new Capital Partner shall execute an agreement setting forth the terms of his admittance and providing for the adoption of these Articles.

Section 4.3 Non-Capital Partners.

An associate or of Counsel of the Firm may be admitted as a Non-Capital Partner by the affirmative vote of 80% of the Capital Partners after meeting requirements established by the Management Committee. All other candidates for non-capital partnership shall be considered by the Management Committee and admitted to the Partnership based upon a two-thirds vote of the Committee without further requiring a vote of the full partnership. Each Partner admitted in the manner described in the preceding sentence may, unless subsequently admitted as a Capital Partner by separate vote under Section 4.2, or as otherwise provided in a written agreement between the Firm and such Partner, be terminated from the partnership by (i) a two-thirds vote of the Committee, notwithstanding the provision of Section 4.3(c) to the contrary, or (ii) in the manner set forth in Section 4.3(c) below. Except as provided herein or as further limited or restricted by the Management Committee from time to time, a Partner who is a Non-Capital Partner shall be considered as, and have the rights and obligations of, a Capital Partner, except that:

- (a) the Partner shall have no voting or Partner appeal rights, and shall not be considered as a Partner in determining the Capital Partners eligible to vote or be considered for election to the Management Committee, the existence of an Office, or the representation of an Office on the Management Committee;
- (b) compensation and other financial arrangements (including payments, if any to be made on retirement, resignation, termination or similar event or on dissolution of the Firm) shall be governed by separate agreement with the Firm, and the provisions of Articles II, III, V, VII, XIII and XIV shall not be applicable to the Partner's relationship with the Firm, except by express agreement;
- (c) the status as a Partner who is not a Capital Partner may be terminated by the affirmative vote of a majority of all the Capital Partners at any time; and
- (d) entry as a Capital Partner shall be governed by Section 4.2.

Section 4.4 Other Changes.

Provisions governing retirement, discipline, suspension, expulsion and withdrawal of Partners are contained in Articles V, XIV and XV.

ARTICLE V

Death, Disability and Retirement Programs

Section 5.1 Application.

Except as provided in Sections 5.4, 5.5, 5.7 and 5.8 hereof, the provisions of this Article V shall not apply to Alan W. Boyd, James F. Thornburg and the Electing Barnes Retirees. The death and retirement programs for the foregoing Partners are set forth in Exhibit B, Exhibit C and Exhibit D, respectively, attached hereto. The provisions of this Article V shall apply to all other Capital Partners.

Section 5.2 Retirement.

(a) Retirement Age Options.

- (1) A Capital Partner must retire at the end of the calendar year in which he reaches the age of sixty-seven (67) years.
- (2) A Capital Partner may, with the consent of the Firm, elect to retire at the end of any calendar year in which he reaches the age of fifty-five (55) through fifty-nine (59).
- (3) A Capital Partner may elect to retire at the end of any calendar year in which he reaches the age of sixty (60) through sixty-six (66) without the necessity of obtaining the Firm's consent. The Firm may elect to retire a Capital Partner at the end of the calendar year in which he reaches age sixty-five (65) or sixty-six (66).

(b) Retirement Benefits.

(1) Subject to subparagraph (4) of this paragraph (b), Retirement Benefits (the "Retirement Benefits") for a Retired Capital Partner shall be based upon a sum determined as follows: The Retirement Benefits amount is determined by adding together such Retired Capital Partner's annual compensation from the Firm or a Predecessor Firm for his five (5) most highly compensated years or, if lesser, the number of full calendar years during which the Retired Capital Partner was a Partner, out of the ten (10) years immediately preceding his first (1st) year of retirement, dividing such total by five (5) or, if lesser, the number of full calendar years during which the Retired Capital Partner was a Partner, multiplying the resulting quotient by two (2), and further multiplying such product by a fraction, the numerator of which is the number of years (not to exceed twenty (20)) the Retired Capital Partner was a member of, or employed by, the Firm or a Predecessor Firm before his retirement and the denominator of which is twenty (20). Notwithstanding anything contained in the immediately preceding sentence to the contrary, a Retired Capital Partner who retires after January 1, 2003 shall have his Retirement Benefits determined after December 31, 2002, based on the Retired Capital Partner's Firm compensation for the ten (10) year period ending on December 31, 2003 and, except as separately provided under any other agreement entered prior to December 31, 2002 between the Firm and the Retired Capital Partner, the fraction determined above shall disregard any period in which the Retired Capital Partner was a member of, or employed by, the Firm or a Predecessor Firm after December 31, 2002 unless the Retired Capital Partner retires from the Firm on or after reaching age 60; provided, however, that for purposes of determining the Retired Capital Partner's Retirement Benefits, the following special rules shall apply:

- (i) The Partner's compensation for 2003 shall be equal to the Partner's budgeted 2003 compensation or, if applicable, budgeted salary unless the Retired Capital Partner retires before December 31, 2003;

- (ii) Compensation shall be counted for only full years in which the Retired Capital Partner was employed by the Firm or a Predecessor Firm as defined in (iv) below as a Partner;
- (iii) The Capital Partner's service for the fraction described in this subparagraph shall be determined by rounding up any partial year to the next full year;
- (iv) For purposes of determining a Capital Partner's service for the fraction described in this subparagraph, the term "Predecessor Firm" shall mean the following firms: Roberts, Ryder, Rogers and Scism; Church, Nilsson & Paulen; Gallucci, Hopkins & Theisen; and Roemer & Mintz;

provided, further, that an amendment to this subparagraph 5.2(b)(1) shall require the approval of eighty percent (80%) of the Capital Partners and the approval of 80% of the Capital Partners eligible to receive such Retirement Benefit as set forth in subparagraph 5.2(b)(5).

These shall be paid without interest over the Retired Capital Partner's remaining life as follows:

- (A) 12.5% of the Retirement Benefits divided into equal monthly payments of 1.04166% each for each of the first two years of retirement;
- (B) 10% of the Retirement Benefits divided into equal monthly payments of .8333% each for each of the next six (6) years of retirement;
- (C) 7.5% of the Retirement Benefits divided into equal monthly payments of .625% each for each of the next two (2) years; and

(D) .0199992% of the Retirement Benefits amount (but not less than \$100.00) payable monthly for the remainder of the lifetime of the Retired Capital Partner.

(2) The Retirement Benefits are not to be reduced in any respect whatsoever by such Retired Capital Partner's HR-10 account or any earnings thereon.

(3) Except as provided in Section 2.4, a Retired Capital Partner's entire Capital Account shall be paid out to such Retired Capital Partner no later than thirty (30) days after such Retired Capital Partner's retirement.

(4) The Retirement Benefits provided in subparagraph (1) of this paragraph (b) and the death benefits provided in Section 5.3 shall only be available and payable to Retired Capital Partners who retired before January 1, 2003, or who were Capital Partners of B&T on or before January 1, 2003, or any Partner who was a Partner on January 1, 2003 and subsequently becomes a Capital Partner of the Firm.

(c) Post-Retirement Practice.

(1) In anticipation of retirement, each Capital Partner is expected to undertake an orderly transition of client responsibilities to other Partners, as approved by the Firm Managing Partner. Upon retirement, any remaining clients for whom the Retired Capital Partner had primary and/or billing responsibility will be reassigned by the Firm Managing Partner so that the Retired Capital Partner will no longer have such primary client and/or billing responsibilities. Throughout this process, the Retired Capital Partner is expected to act loyally to advance the best interests of the Firm and its clients.

(2) After a Capital Partner retires, such Retired Capital Partner will be paid the Retirement Benefits to which he is entitled and will be permitted, but not required, to render legal services on behalf of the Firm, so long as such Retired Capital Partner remains competent to do so, but no additional compensation will be provided to him without an express written agreement

made by the Firm in advance of the rendition of services. It is anticipated that the Firm will not make such written agreements except in extraordinary circumstances.

- (3) The Firm Managing Partner will provide a Retired Capital Partner with a private office and with reasonable secretarial service for his own personal use for the benefit of the Firm, so long as he is able to and desires to use such office and service. It is contemplated that this will initially be the same office which the Capital Partner has at his retirement, but the Firm Managing Partner, in his or her discretion, may change it to suit the circumstances and the Firm's best interests.
- (4) The Management Committee shall decide when it is no longer in the best interests of the Firm or a Retired Capital Partner for such Retired Capital Partner to be permitted to continue to render legal services on behalf of the Firm.
- (5) Other than for and on behalf of the Firm, a Retired Capital Partner who is eligible for retirement benefits under Section 5.2(b)(1) of this Agreement shall not practice law within the State of Indiana or within any county in which the Firm has an out-of-state office on the date of such Retired Capital Partner's retirement, nor within any county adjacent thereto. Similarly, a Retired Capital Partner who is eligible for retirement benefits under Section 5.2(b)(1) of this Agreement shall not accept employment for the rendition of legal services to any person or entity which has been a client of the Firm during the last ten (10) years preceding the date of his retirement or the date on which he terminated his rendition of such services for the Firm, whichever date is later.

Section 5.3 Death Benefits.

- (a) Pre-Retirement Death Benefits. In the case of a Capital Partner who dies prior to retirement, the Firm shall pay to such deceased Capital Partner's Beneficiary or Beneficiaries a death benefit equal to and payable in the same manner as the Retirement Benefits to which such Capital Partner would have been entitled pursuant to Section 5.2(b)(1) for the first ten (10) years after retirement, determined as if the Capital Partner had retired at the end of the year in which his or her death occurred. Notwithstanding the above, in the case of a Capital Partner (i) who was a Partner on January 1, 2000 and who was a member of, or employed by, the Firm on June 1, 1999 or (ii) who becomes a Capital Partner after December 31, 1999, and who was a Partner on or before June 1, 1999 the pre-retirement death benefit shall be determined as if the Capital Partner had been a Member of, or employed by, the Firm or a Predecessor Firm at least twenty (20) years. In addition thereto and except as provided in Section 2.4, the deceased Capital Partner's paid-in Capital Account shall be paid to his Beneficiary or Beneficiaries no later than thirty (30) days after the last day of the calendar year in which such deceased Capital Partner's death occurs. The deceased Capital Partner's compensation for the calendar year of his death shall be pro-rated through the date of his death and paid in the same manner as his Capital Account.
- (b) Post-Retirement Death Benefits. In the case of a Capital Partner who dies on or after retirement, no death benefits (other than the remainder of the Retirement Benefits payable for the first ten (10) years after retirement otherwise payable under Section 5.2) will be payable to him or to his Beneficiary or Beneficiaries.

Section 5.4 Disability.

- (a) Determination of Disability. The determination that a Capital Partner is disabled may be made by mutual agreement of the Management Committee and such Capital Partner or his personal representative. In addition, the question whether or not a

Capital Partner is disabled may be raised by a Capital Partner who feels that another Capital Partner may be disabled. In the event that such a question arises, the initial determination of whether such a disability exists and when such disability began shall be made by the Management Committee at a meeting called for that purpose. In the event the subject Capital Partner does not agree with that determination, he shall have the right to request a reconsideration by the Capital Partners at a meeting called for that purpose. At that meeting, the opinion of an independent medical doctor shall be submitted, if one can reasonably be obtained, and, in addition thereto, any other facts or medical opinions may be submitted by any of the Capital Partners. The standard upon which the determination of disability shall be made is whether or not the Capital Partner is competent mentally and physically to perform the services required of a Partner in the Firm. Such determination by the Capital Partners shall be conclusive and not subject to arbitration or judicial review. The principles and procedures set forth in this Section 5.4(a) shall also be utilized to resolve a question, if raised, as to whether or not a disabled Capital Partner has recovered from a disability.

(b) Disability Benefits.

- (1) Before Age 65. In the event that a Capital Partner becomes disabled prior to December 31 of the year in which his 65th birthday occurs, the Firm shall pay disability benefits to the disabled Capital Partner in accordance with the following principles:
 - (i) The disabled Capital Partner shall receive his share of undistributed earnings for the calendar year immediately preceding the calendar year in which the Capital Partner became disabled on the same distribution time schedule as such undistributed earnings are distributed to the remaining Capital Partners.
 - (ii) The disabled Capital Partner shall receive compensation from the Firm for the calendar year in which he became disabled only for the

portion of the calendar year preceding the date on which he became disabled, and for that period of time commencing on the date on which he became disabled which is commensurate with the waiting period provided in the insurance described in paragraph (iii) hereof. This compensation shall be determined at year end in accordance with the normal procedures. The payment of such compensation shall be made in accordance with the same time schedule as payment is made to the remaining Capital Partners.

- (iii) Each Partner shall participate in the Firm's group disability insurance program and pay his appropriate share of the premiums therefor. The Management Committee is authorized to cause such coverage to be changed from time to time.
- (iv) The disabled Capital Partner shall continue to be treated as disabled, unless he is determined under Section 5.4(a) to have recovered from the disability, until he dies or until December 31 of the year in which his 65th birthday occurs.

At such time, he shall become subject to the retirement or death benefits provisions of this Article V (with benefits computed under Section 5.2(b)(1) by reference to his compensation for years in which he was not disabled) or, in the case of those Capital Partners subject instead to a plan described in Exhibit B, C or D, to the retirement or death benefits provisions of the appropriate plan.

- (v) During the period of his disability, the disabled Capital Partner shall not engage in the practice of law and shall not be entitled to participate in the voting of Capital Partners or the management of the Firm, but shall nonetheless be considered a member of the Firm for purposes of Section 5.2(b)(1) hereof.

- (vi) Except as provided in Section 2.4, a disabled Capital Partner's paid-in Capital Account shall be paid to him no later than thirty (30) days after the last day of the calendar year in which his disability occurs.

- (2) After Age 65. In the event that a Capital Partner becomes disabled after the year in which his 65th birthday occurs and before his actual retirement under the plan applicable to him, the Firm shall pay disability benefits to the disabled Capital Partner in accordance with the following principles:
 - (i) The disabled Capital Partner shall receive the benefits described in Section 5.4(b)(1)(i) and (ii) above; and
 - (ii) The disabled Capital Partner shall retire on December 31 of the year in which disability occurs, and shall become subject to the retirement or death benefits provisions of this Article V or, in the case of those Capital Partners subject instead to a plan described in Exhibit B, C or D, to the retirement or death benefits provisions of the appropriate plan.

Section 5.5 Limitation on Aggregate Benefits.

In no event shall the aggregate amount of payments (excluding payments in return of Capital Accounts) made in any calendar year to or with respect to (a) Retired or deceased Capital Partners under this Article V, (b) James F. Thornburg under the plan described in Exhibit C hereto, and (c) the Electing Barnes Retirees (except those who retired on or before January 1, 1982) under the plan described in Exhibit D hereto exceed ten percent (10%) of the Firm's Net Profit in any calendar year.

In the event that such limitation shall apply in one (1) or more years, then the funds available for distribution to such Retired or deceased Capital Partners during that year, as limited by the ten percent (10%) of Net Profit restriction, shall be distributed to those Retired or deceased Capital Partners entitled thereto by multiplying for each such Retired or deceased Capital Partner the total amount available for distribution by a fraction, the numerator of which is the amount that he would have received had such restriction not applied, and the denominator of which is the total that all such Retired or deceased Capital Partners entitled to receive benefits during that year would have received

had such restriction not applied. Deferred payments shall bear interest at the Prime Rate and shall be paid whenever the Firm may do so without violation of this restriction.

Section 5.6 Interest.

Except as provided expressly in Section 5.5 hereof, all payments required by this Article to be paid to any Capital Partner or Retired or deceased Capital Partner or Beneficiary or Beneficiaries are payable without interest. Any such payment or payments not made on the date specified shall include interest at the Prime Rate computed from the date such payment or payments should have been made to the date such payment or payments are made.

Section 5.7 Partner in Status of Liquidation.

Upon the death or retirement of any Capital Partner, his interest in the Firm shall terminate and he shall no longer be entitled to participate in the voting of Capital Partners or the management of the Firm. The benefits provided by this Article, together with the Exhibits thereto, are benefits paid to a Capital Partner, or his Beneficiaries, in the status of liquidation of his interest in the Firm. The benefits payable to Alan W. Boyd and the Electing Barnes Retirees are intended to qualify under Section 736(a)(1) of the Code, and the benefits payable to all other Retired or deceased Capital Partners are intended to qualify under Section 736(a)(2) of the Code.

Section 5.8 Facility of Payment.

Any payment required to be made by the Firm to or with respect to any Retired or disabled Capital Partner hereunder may be made directly to such Partner or for the benefit of such Partner through payments to an institution or other entity caring for or rendering services or benefits to or for such Capital Partner or to a guardian or family member of such Capital Partner. Any such payment required to be made with respect to a deceased Capital Partner may be made to his Beneficiary or to a guardian, parent or other personal representative of such Beneficiary. The receipt of any such authorized recipient shall be a full discharge for all payments so applied.

ARTICLE VI

Management Committee; Firm Managing Partner;

Office Managing Partner

Section 6.1 Management Committee Established.

A Management Committee is hereby established with general management powers and functions for the Firm, except it has no power:

- (a) To determine retirement or disability benefits of Capital Partners or Retired Capital Partners;
- (b) To admit or expel Partners; or
- (c) To change any Firm agreements entered into by all Partners except as expressly authorized therein.

Irrespective of the Office in which they reside, Management Committee members shall act in the best interests of the Firm and not those of any individual Office.

Section 6.2 Management Committee Proceedings.

The Firm Managing Partner (as hereinafter defined) shall be the Chairperson of the Management Committee. The Management Committee shall also elect, on the basis of ability to discharge the responsibilities of the position, its own Vice-Chairperson and Secretary, keep minutes of decisions and supply copies of minutes to all Partners within ten (10) days after meeting. Informal meetings of the Management Committee may be held (by telephone, for example), but any decision or action taken shall be recorded in minutes and reported to the Partners as aforesaid. Any decision of the Management Committee shall be final, except for appeal rights of Capital Partners set forth in Article X and except as the Management Committee may reconsider and modify any decision. Meetings of the Management Committee may be called by either the Firm Managing Partner or members of the Management Committee constituting at least one-third (1/3) of the Management Committee.

Section 6.3 Firm Managing Partner.

With the recognition that the administration and management of the Firm will require a Partner who will devote a substantial majority of his or her working time and effort to advance the Firm's interests and achieve the management objectives of the Firm as established by the Management Committee, the position of Firm Managing Partner is hereby established (the "Firm Managing Partner"). Subject to the general control of the Management Committee, the Firm Managing Partner shall have primary responsibility for all Firm management and administrative matters and such additional power and authority as shall be delegated to the Firm Managing Partner by the Management Committee. Partners shall have the right to appeal any decision of the Firm Managing Partner to the Management Committee, whose decision shall be final except for the appeal rights set forth in Article X. The Management Committee shall elect the Firm Managing Partner from its members at the first meeting of the Management Committee held after the annual meeting of Partners, beginning with the annual meeting scheduled for November, 1997. The Firm Managing Partner shall be elected for a three year term, which shall expire when his or her successor has been duly elected; provided, however, that the term of office of the Firm Managing Partner as a member of the Management Committee shall expire immediately prior to the Management Committee election in the year in which his or her term of office as Firm Managing Partner expires. The Firm Managing Partner may be elected to succeed himself or herself. In the event of a vacancy occurring during a term, a successor shall be elected by the Management Committee from its members for a term which shall expire at the first meeting of the Management Committee held after the annual election of the Management Committee in November or December of the second calendar year following the year in which a successor shall have been elected to fill the vacancy. The Firm Managing Partner may be removed with or without cause by the affirmative vote of two-thirds (2/3) of the Management Committee. The interests of the Firm are best served by having a Firm Managing Partner who will maintain an active but limited legal practice during his or her term(s). The Firm Managing Partner will generally be expected and encouraged to work approximately 200 to 400 hours per year of billable legal work for the Firm's clients and to maintain his or her areas of legal expertise through practice and continuing education. Production of billable hours in excess of 400 or less than 200 in a year, however, will not necessarily effect any change in compensation or

other consequences. Compensation of the Firm Managing Partner will be governed by the provisions of Section 7.9.

Section 6.4 Composition and Election of Management Committee.

Beginning with the election of the Management Committee held in November or December, 1995, the Management Committee shall be composed of such number as will result in each Office's having one (1) member for each ten (10) or fewer Capital Partners resident in that Office and an additional member for each fraction above that number, subject to the maximum limitations on the number of such committee set forth in Section 6.8. The Management Committee shall be elected by the Capital Partners in the manner hereinafter set forth. The annual Management Committee election shall be held in conjunction with the annual meeting of Capital Partners, beginning with the annual meeting scheduled for November 6, 1993 and may be conducted before, during, or after the annual meeting. The election shall be commenced on a date which is no later than two working days following the completion of the election of Office Managing Partners as provided below. If an election of Office Managing Partners is not required to be held in conjunction with an annual meeting of Capital Partners, the Management Committee election shall be commenced on a date determined in advance by the Management Committee, which date shall be no earlier than five working days before the annual meeting and no later than five working days after the annual meeting. Members of the Management Committee may be re-elected to succeed themselves. In the event of a vacancy occurring during a term, a successor shall be elected by the Partnership in the manner hereinafter set forth promptly after such vacancy occurs.

Section 6.5 Office Managing Partner.

Each of the Firm's Offices shall elect an Office Managing Partner from the Capital Partners in such Office in the manner hereinafter set forth. Office Managing Partners shall report to the Firm Managing Partner and shall have such duties as shall be assigned to them by the Management Committee or the Firm Managing Partner. The election of the Office Managing Partners shall be held in conjunction with the annual meeting of Capital Partners and may be conducted before, during, and after the annual meeting. The election shall be commenced on a date determined in advance by the Management Committee, which date shall be no earlier than five working days before

the annual meeting and no later than five working days after the annual meeting. Each Office Managing Partner so elected shall automatically become a member of the Management Committee for his or her term of Office as an Office Managing Partner. Each Office Managing Partner shall be elected for a two year term, which shall expire when his or her successor has been duly elected; provided, however, that the term of office of an Office Managing Partner as a member of the Management Committee shall expire immediately prior to the Management Committee election in the year in which his or her term of office as Office Managing Partner expires. An Office Managing Partner may be elected to succeed himself or herself. In the event of a vacancy occurring during a term, a successor shall be elected for the remainder of the term by the Capital Partners in the Office of such Office Managing Partner in the manner hereinafter set forth promptly after such vacancy occurs. Notwithstanding anything contained herein to the contrary, the Management Committee reserves the right to appoint a Capital Partner to serve as an Office Managing Partner for any geographic place of business for which the Firm has lawyers but which does not constitute an Office under this Agreement; provided, however, that any such Capital Partner appointed shall have such responsibilities assigned by the Management Committee, shall participate in the compensation process to the extent requested by the Management Committee, shall not be considered a member of the Management Committee and shall serve for as long as the appointment remains in effect or, if earlier, until such time that the place of business becomes an Office and an Office Managing Partner is elected by the Capital Partners residing in the Office.

Section 6.6 Eligibility to Vote and be Considered for Election.

Except as otherwise expressly provided in these Articles, all Capital Partners shall be eligible to vote for members of the Management Committee and for Office Managing Partners and to be considered for election to the Management Committee or for Office Managing Partner.

Section 6.7 Effect of Multi-Year Term of Firm Managing Partner and Office Managing Partner.

Anything herein to the contrary notwithstanding, in any year during the term of the Firm Managing Partner or an Office Managing Partner in which he or she continues in office as a member of the Management Committee, such Firm Managing Partner or Office Managing Partner shall be deemed for all purposes of this Article VI to have been elected from the Office from which such

Capital Partner would have been elected had such Capital Partner stood for re-election and the number of members of the Management Committee to be elected from such Office shall be reduced accordingly.

Section 6.8 Maximum Number.

When, and if, the Management Committee for any year would otherwise exceed twenty (20) members using the above formula, it will be reapportioned on the basis of one member for each eleven (11) Capital Partners or fraction thereof in each Office. Thereafter, the Management Committee shall also be reapportioned for any year its members would otherwise exceed twenty (20) by increasing the ratio of Capital Partners to one member by such whole number as is necessary to reduce the membership of the Management Committee to twenty (20) or fewer.

Section 6.9 Secret Ballot for Management Committee and Office Managing Partner.

Election of the Management Committee and Office Managing Partners shall be by secret ballot with persons satisfactory to the Capital Partners being election supervisors to count the ballots.

Section 6.10 Voting Procedure for Office Managing Partners.

A ballot shall be distributed to each Capital Partner eligible to vote for the Office Managing Partner in his or her Office. The ballot for each Office shall contain the names of the Capital Partners who are eligible to be considered for election as Office Managing Partner of such Office and who have not requested that their names be removed from the ballot. Each Capital Partner shall be entitled to one vote for the Office Managing Partner in his or her Office. A majority of all Capital Partners eligible to vote in the Office shall be necessary to elect the Office Managing Partner in that Office. Balloting will continue until one Capital Partner in the Office shall have received a majority of the votes. The Management Committee may provide the minimum number of votes that a Capital Partner must receive before his or her name will remain on succeeding ballots.

Section 6.11 Voting Procedure for Management Committee.

A ballot shall be distributed to each Capital Partner eligible to vote for the Management Committee members in his or her office. The ballot for each Office shall contain the names of the

Capital Partners in that Office who are eligible to be considered for election as a Management Committee member from that Office and who have not requested that their names be removed from the ballot. Each Capital Partner shall cast one vote for the number of persons to be elected from his or her Office. A majority of all the Capital Partners eligible to vote in the Office shall be necessary to elect any Capital Partner as a Management Committee member from that Office. Balloting will continue with each Capital Partner casting one vote for the number of persons remaining to be elected from such Capital Partner's Office. The Management Committee may provide a minimum number of votes that a Capital Partner must receive before his or her name will remain on succeeding ballots. Notwithstanding the foregoing, if the Office which is comprised of geographically separate locations in South Bend and Elkhart is entitled to elect management committee representatives in addition to the Office Managing Partner, then the first additional management committee member to which such Office is entitled shall be elected by all the Capital Partners in the Office from among the eligible Capital Partners resident in the location which is not the location at which the Office Managing Partner is primarily resident, and any additional management committee members to which such Office is entitled shall be elected by all the Capital Partners in the Office from among the eligible Capital Partners resident in either location. As a transitional rule (i) the Office Managing Partner of the South Bend Office as of December 31, 2009 shall serve as the Office Managing Partner of the Office which is comprised of locations in South Bend and Elkhart, Indiana, until the next election of Office Managing Partner for such Office, and (ii) the Office Managing Partner of the Elkhart Office as of December 31, 2009 shall serve as the management committee member from such Office serving as Partner in Charge of the location in Elkhart, Indiana, until the 2010 election of management committee members for such Office.

Section 6.12 Procedure in Event of Tie for Management Committee or Office Managing Partner.

If there is a tie as to the persons to be elected to the Management Committee or as Office Managing Partner that is not eliminated by another ballot, the election supervisor shall determine the winner by flipping a coin.

Section 6.13 Votes Required.

The following matters shall require the affirmative vote of two-thirds (2/3) of the Management Committee:

- (a) The election of a Firm Managing Partner;
- (b) The removal of a Firm Managing Partner;
- (c) The approval of compensation of a Firm Managing Partner or that of a former Firm Managing Partner;
- (d) The recommendation that a Partner be admitted or expelled or the determination that a Capital Partner is disabled;
- (e) The approval of criteria for Partner compensation;
- (f) The approval of Partner compensation;
- (g) Any matter certified as a major policy decision by more than one-third (1/3) of the Management Committee; and
- (h) Where otherwise specifically required in these Articles.

Other action may be taken on the affirmative vote of a majority of the Management Committee.

Section 6.14 Other Committees and Departments.

Various operational and administrative aspects of the Firm may be conducted through committees, substantive departments and practice groups which shall consist of one or more Partners or associates. The Firm Managing Partner shall have the power to create committees, substantive departments and practice groups and appoint lawyers in the Firm to leadership positions in such

committees, departments and groups. Appointments shall be made on the basis of interest and ability to discharge the responsibilities of these positions. Such committees, departments and practice groups shall report to the Firm Managing Partner. Subject to review and approval by the Management Committee, the Firm Managing Partner shall determine budgets for such committees, departments and practice groups.

ARTICLE VII

Compensation of Partners

Section 7.1 Compensation Committee Established.

Beginning for the 1983 calendar year, a Compensation Committee of five (5), seven (7) or nine (9) members shall be appointed by the Management Committee annually to serve until the compensation schedule for that year has been approved as herein provided. Beginning with the first Compensation Committee after the election of the Management Committee in November or December, 1995, the Compensation Committee shall be comprised of all the members of the Management Committee. To take action, the affirmative vote of a majority of the Compensation Committee shall be required; provided, however, that the approval of criteria for Capital Partner compensation or the approval of Capital Partner compensation shall require a two-thirds (2/3) vote as provided by Section 6.13.

Section 7.2 Officers.

The Chairman, Vice Chairman and Secretary of the Management Committee shall also serve as the Chairman, Vice Chairman and Secretary of the Compensation Committee.

Section 7.3 Duties.

The Compensation Committee shall receive information from each of the Capital Partners annually with respect to his or her compensation and the compensation of other Capital Partners. Each Capital Partner desiring to present such information in person shall be entitled to a personal interview with the Compensation Committee. The information received from Capital Partners shall be kept anonymous by the Compensation Committee and shall not be disclosed to anyone without

the express consent of the Capital Partner providing such information. After final approval of the compensation schedule, each Capital Partner shall receive a report in summary form from a member of the Compensation Committee reflecting the tenor of the information received concerning such Capital Partner. After the approval of the compensation schedule for the year, all members of the Compensation Committee shall destroy any notes or records which in any manner would identify any Capital Partner's comments. The Compensation Committee shall, using approved criteria, prepare in writing a proposed compensation schedule which will set forth the proposed percentage interest for each Capital Partner for the current year and will be circulated to all Capital Partners. The Compensation Committee shall not finalize its recommendations as to Percentage Interests for a particular year prior to the time at which all of the Firm's financial information for the preceding calendar year is available to, and has been considered by, the Compensation Committee.

Section 7.4 Form of Compensation Schedule.

The compensation schedules for the years 1983 through 1985 have been determined by the method set forth in paragraphs (a) through (e) below:

- (a) The Firm's average annual percentage increase in Net Profit over each of the preceding five (5) years shall be computed. In computing Net Profit for this purpose, such adjustments as are appropriate shall be made, including, but not limited to adjustments to reflect compensation and fringe benefits paid to associates who have become Capital Partners. For this purpose, the net profit of the Predecessor Firms for each year shall be aggregated. The percentage so derived is hereinafter referred to as the "Growth Prediction Percentage."
- (b) The Firm's Net Profit for the calendar year immediately preceding the year for which Percentage Interests are being determined shall be adjusted as appropriate, including, but not limited to adjustments to increase such Net Profit by compensation and fringe benefits paid to associates in such calendar year who are becoming Capital Partners in the year for which the Percentage Interests are being determined. The resulting amount is hereinafter referred to as the "Prior Year's Adjusted Net Profit." The Prior Year's Adjusted Net Profit shall then be multiplied by the sum of (i) the Growth

Prediction Percentage, and (ii) 100%, to arrive at the Firm's "Projected Net Profit" for the year in question for purposes of determining Percentage Interests.

- (c) The Growth Prediction Percentage shall be multiplied by one hundred twenty-five percent (125%), and one hundred percent (100%) shall then be added to the product. The resulting percentage shall be multiplied by the Firm's Prior Year's Adjusted Net Profit to arrive at the Firm's "Growth-Adjusted Projected Net Profit." Net Profit for the calendar year in question up to and including the Growth-Adjusted Projected Net Profit shall be distributed in accordance with the initial Percentage Interests fixed for that year in the compensation schedule. In the event Firm Net Profit for the year in question does not exceed the Growth-Adjusted Projected Net Profit, then the initial Percentage Interests fixed in the compensation schedule shall become the final Percentage Interests for such year.
- (d) In the event Firm Net Profit for the calendar years 1983 through 1985 or any calendar year thereafter exceeds the Growth-Adjusted Projected Net Profit, the excess shall be distributed equally to the Capital Partners and the proportionate amount of Net Profit received by each Capital Partner after the application of such formula shall be the Capital Partner's final Percentage Interest for the year.
- (e) An example of the application of the foregoing formula is as follows:

If the Firm's average increase in Net Profit for the past five (5) years is eight percent (8%) per annum, then the Growth Prediction Percentage is eight percent (8%). The Prior Year's Adjusted Net Profit is then multiplied by 108%, and the resulting amount is then utilized as the Firm's Projected Net Profit for the year in question for purposes of determining Percentage Interests for that year. The actual Net Profit for the year in question is then distributed pursuant to the initial Percentage Interests up to the point where the Net Profit for such year equals one hundred ten percent (110%) (8% times 125% equals 10%, plus 100%, equals 110%) of the prior year's Net Profit (as adjusted); e.g., where the Net Profit equals the Growth-Adjusted

Projected Net Profit. The excess Net Profit over such amount is to be divided among the Capital Partners equally. Thus, if the actual Net Profit for such year were 115% of the Projected Net Profit, 110% would be distributed in accordance with the initial Percentage Interests previously determined for such year and the remaining 5% would be distributed equally among the Capital Partners.

- (f) The compensation schedule for the calendar year 1986 and thereafter shall be determined in reference to the projected Net Profit for that calendar year as contained in a budget for that calendar year previously approved by the Management Committee. Should no budget have been so approved, the compensation schedule for that calendar year shall be determined by reference to the Firm's Net Profit for the preceding calendar year adjusted as appropriate, including but not limited to adjustments to increase such Net Profit by compensation and fringe benefits paid to associates in such calendar year who are becoming Capital Partners in the year for which the Percentage Interests are being determined.

Section 7.5 Comments From Partners.

A proposed compensation schedule shall be circulated to all Capital Partners. Any Capital Partner dissatisfied with the proposed compensation schedule may request the Compensation Committee to revise the schedule and, if revised and except as otherwise provided in this Section, the compensation schedule shall be recirculated to all Capital Partners. After a proposed compensation schedule has been circulated to all Capital Partners for at least seven (7) days, the Compensation Committee may approve it without change or modify the compensation schedule and approve the schedule as modified. If modified, the schedule shall be recirculated and shall not be approved until at least five (5) days thereafter in order to permit Capital Partner requests to revise the modified schedule; provided, however, that if the only modifications to the schedule made by the Compensation Committee are increases to the budgeted compensation of one or more Capital Partners that in the aggregate do not exceed 0.1% of aggregate budgeted compensation, and which increases are absorbed by the non-adjusted Capital Partners in proportion to their budgeted compensation in the proposed schedule, the Compensation Committee may finalize the schedule

without recirculating the modified schedule. The compensation schedule as ultimately approved by the Compensation Committee shall then be final and not subject to appeal or arbitration.

Section 7.6 Duration of Compensation Schedule.

Subject to the adjustments provided below, the Percentage Interests established by the Compensation Committee as part of a finally approved compensation schedule shall remain in effect for a two year period and shall be the basis for the distribution of Net Profit in each of such years. Notwithstanding the above, the Percentage Interests established in such compensation schedule shall be subject to the following adjustments:

- (a) Except as otherwise provided in this Section 7.6, the Percentage Interests shall be mathematically adjusted to take account of the admission withdrawal, expulsion, or retirement of Capital Partners. The Compensation Committee is authorized to make the appropriate determinations of compensation to fix the Percentage Interests of Capital Partners who are admitted to the Partnership after the compensation schedule shall have been finally approved as provided in Section 7.5.
- (b) In the case of Capital Partners who were admitted as Capital Partners after the compensation schedule shall have been finally approved, and who were associated with the Firm immediately prior to admission as either associate, of counsel lawyers or a Non-Capital Partner, the Compensation Committee may adjust the Percentage Interests in a manner designed to provide such newly-admitted Capital Partners an increase in projected compensation for the second calendar year governed by such compensation schedule (the increase for such newly-admitted Capital Partners to be in a uniform percentage amount determined by reference to the projected Net Profit for that calendar year as determined in Section 7.4(f)). Whether to make such adjustment, and the amount of any such adjustment, shall be determined in the discretion of the Compensation Committee.
- (c) The Percentage Interests may be adjusted to reflect a special downward adjustment in a Capital Partner's projected compensation for the second calendar year governed by

a compensation schedule. The Compensation Committee is authorized to make such downward adjustments if appropriate in light of extraordinary individual circumstances.

Following the close of the first calendar year governed by a finally approved compensation schedule, the Compensation Committee shall circulate to all Capital Partners the schedule as modified to reflect the adjustments provided above. Any Capital Partner whose compensation has been adjusted by other than mathematical changes and who is dissatisfied with such adjustments may request the Compensation Committee to revise the schedule, but only as it relates to such adjustments. The procedures provided in Section 7.5 shall apply to requests for modification of such schedule by a Capital Partner. The revised schedule as ultimately approved by the Compensation Committee shall establish the Percentage Interests applicable to the second calendar year governed by such schedule and shall be final and not subject to appeal or arbitration.

Section 7.7 Criteria For Partner Compensation.

The criteria for compensation of Partners may be determined from time to time by the Management Committee. Until revised by the Management Committee, the Compensation Committee shall consider the experience of the Capital Partner as a practicing lawyer, other experience in law related areas, client responsibilities assumed, the Firm administrative responsibilities assigned to and discharged by the Capital Partner, new business generated, the ability to provide and improve service for existing clients, competence in handling matters for existing clients, the public stature of the Capital Partner, client hours worked, amount realized for work done or supervised, cooperativeness and livability of the Capital Partner, promptness in billing, creative capacity, outside activities to promote the Firm and the use of other personnel effectively.

Section 7.8 Family Members.

No Capital Partner shall be entitled to participate in, or be present at, any discussion with reference to the compensation of any person who is within a relationship to such Capital Partner which would not permit both persons to be hired as associates under the current nepotism rules of the Firm.

Section 7.9 Compensation of Firm Managing Partner.

- (a) Compensation During Term(s) of Office. During his or her term(s) of office compensation of the Firm Managing Partner shall be determined at the discretion of the Management Committee. In determining the compensation of the Firm Managing Partner in the first compensation schedule established after his/her election, the Management Committee may consider the compensation that partner would have been budgeted to earn if he or she had not been so elected and such other factors as it deems appropriate. In the second and succeeding compensation schedules, the Firm Managing Partner's budgeted compensation will, except in extraordinary circumstances, be adjusted within a range of the average dollar adjustment and average percentage adjustment in budgeted compensation experienced by all active Capital Partners included in the compensation schedule. Adjustments to compensation of a Firm Managing Partner during the second year of a two-year period covered by a compensation schedule shall be made in accordance with Section 7.6.
- (b) Compensation After Service. After a Capital Partner ceases to be Firm Managing Partner and for so long as he or she remains a Capital Partner in the Firm, the Capital Partner shall (i) cooperate fully and consult as reasonably requested by successor Firm Managing Partner(s) and the Management Committee; (ii) promptly deliver all relevant documents and files, however stored, and all relevant information to the successor Firm Managing Partner(s); (iii) promptly transition all relationships that may benefit the Firm to successor Firm Managing Partner(s) or their designees; and (iv) devote his or her full business time and attention to rebuilding and maintaining a full-time legal practice at a level of productivity that is consistent with that expected of a full-time Capital Partner, as quickly as reasonably possible after retirement as Firm Managing Partner. If a former Firm Managing Partner is in compliance with the foregoing requirements and for so long as he or she remains in compliance, as determined in the discretion of the Management Committee, the former Firm Managing Partner shall, in the absence of extraordinary circumstances, receive

budgeted compensation adjustments in amounts not less than those set forth in this Section 7.9(b), as follows:

- (1) If a former Firm Managing Partner has served as such for a period in excess of one full term of three (3) years, the first and second compensation schedules established after he or she ceases to serve as Firm Managing Partner shall adjust his or her compensation by the lesser of the average dollar adjustment and average percentage adjustment in budgeted compensation experienced by all active Capital Partners included in the compensation schedule. The third compensation schedule established after he or she ceases to serve as Firm Managing Partner shall adjust his or her compensation using the criteria for partnership compensation established under Section 7.7, except (i) to the extent such criteria would use performance statistics for a period in excess of two (2) prior years, the criteria shall be modified for this purpose to use such statistics for no more than two (2) prior years; and (ii) the budgeted compensation of the former Firm Managing Partner on such third compensation schedule shall not be reduced in excess of fifteen percent (15%) from his or her budgeted compensation set in the first year of the second compensation schedule established after he or she ceases to serve as Firm Managing Partner. Adjustments to compensation of a Firm Managing Partner during the second year of a two-year period covered by any compensation schedule shall be made in accordance with Section 7.6. The fourth compensation schedule established after he or she ceases to serve as Firm Managing Partner shall adjust his or her compensation using the criteria for partnership compensation established under Section 7.7.
- (2) If a former Firm Managing Partner has served as such for one full term of three (3) years, but not longer, the adjustments set forth in Section 7.9(b)(1) shall apply with the exception that the first sentence thereof shall apply only to the first compensation schedule established after the former Firm Managing Partner ceases to serve. Provisions of Section 7.9(b)(1) applicable

to the third and fourth compensation schedules established after the retirement of a Firm Managing Partner shall apply in this Section 7.9(b)(2) to the second and third compensation schedules, respectively, after the former Firm Managing Partner ceases to serve.

- (3) If a former Firm Managing Partner has served as such for a period of time less than one full term of three (3) years, any adjustment to compensation following his or her departure from that position that deviates from the compensation that would otherwise be determined in accordance with the criteria for partnership compensation established under Section 7.7 shall require approval by the Management Committee.

A former Firm Managing Partner shall be treated as being in compliance with the requirements of Section 7.9(b)(i) through 7.9(b)(iv) unless the Compensation Committee determines otherwise by a two-thirds (2/3) vote. In that event, the compensation to be awarded a former Firm Managing Partner will be at the discretion of the Management Committee, notwithstanding the provisions of Section 7.9(b)(1) and 7.9(b)(2). In extraordinary circumstances, the Management Committee may authorize compensation different than that specified in Section 7.9(b)(1) and 7.9(b)(2). The provisions of this Section 7.9(b) establish the method by which compensation is determined for former Firm Managing Partners only for so long as they remain Capital Partners. Nothing herein shall be construed to replace or supplement any Retirement Benefits that may be provided in Article V.

ARTICLE VIII

Duties of Partners

Section 8.1 Devotion Primarily to Professional Services.

Each Partner shall devote his best efforts to serving the profession, the Firm and its clients. Subject to any exceptions provided in these Articles or approved by the Management Committee, each Partner shall devote normal business time to such services.

Section 8.2 Charging for Professional Services.

- (a) Each Partner shall charge reasonably for all professional services rendered by him, following generally the policies of the Firm as to fees charged. Subject to such rules as the Management Committee may establish, any Partner may professionally serve without charge, or at less than regular charge, the organized bar, any relative, any civic, educational, religious or charitable organization or project, or any client entitled to legal aid under the Rules of Professional Conduct.
- (b) The Management Committee may establish rules with respect to the acceptance of salaries, commissions, fees or gratuities of any substantial significance, directly or indirectly, by any lawyer personally from any client or prospective client of the Firm, and the disclosure of any ownership interest of any lawyer in any client of the Firm.

Section 8.3 Confidences.

- (a) It is the duty of any lawyer to preserve inviolate the confidences reposed in him by any client in accordance with both applicable provisions of the Rules of Professional Conduct and common sense. That same duty and obligation of confidence shall apply to all Partners in respect of their dealings with the Firm and non-disclosure thereof to outsiders except only so far as absolutely necessary and essential to the performance of these Articles. The prohibitions of this section shall include, but not be limited to, non-disclosure to non-Partners as to the following:
 - (1) The Net Profit of the Firm and other financial information concerning the Firm.
 - (2) Controversies or debates within the Firm, charges or counter-charges, and the resolution thereof.
 - (3) Salaries, earnings or bonus payments paid or payable to any Partner, associate, secretary or any other employee of the Firm (except disclosure by a

Partner of his own compensation in connection with tax, credit, financial planning or other reasonable personal purposes).

- (4) Any and all claims of legal malpractice and the resolution thereof, except to malpractice insurers.
 - (5) Any financial information furnished to the Firm by any Partner.
- (b) Exceptions to any of the foregoing limitations may be authorized by the Management Committee.

ARTICLE IX

Legal Effect of the Provisions: Arbitration

Section 9.1 Law of State of Indiana Controlling.

All provisions of these Articles shall be construed, shall be given effect and shall be enforced according to the law of the State of Indiana, without regard to its conflicts of laws principles.

Section 9.2 Those Bound by Provisions.

Each of the Partners executes these Articles with the understanding and agreement that each has hereby bound and obligated himself, his estate, and any and all claiming by, through or under him. Nothing herein shall obligate the estate of any deceased Partner to pay any amounts to the Firm or be liable for any obligations of the Firm referred to in Article V hereof.

Section 9.3 Rights of Partners Not Assignable; Not to be Pledged.

No Partner, and no one acting by authority of or for a Partner, may pledge, hypothecate or in any manner transfer his interest in the Firm, or his interest in any of its assets, receivables, records (including the individual time diaries of Partners), documents, files or clientele, all such rights and interests of each Partner being personal to him and nontransferable and non-assignable (except that other Partners may succeed to such rights or some of them in accordance with the terms hereof).

Section 9.4 Finality of Decisions Within the Firm; Effect of Diverse or Adverse Interest Personally of any Partner

Every final decision of the Firm on any matter affecting any party hereto or anyone claiming by, through or under any party, by vote of the Capital Partners or by decision of the Management Committee or the Firm Managing Partner when in accordance with the terms and provisions of these Articles, shall be binding and conclusive. Except where it is expressly provided in these Articles that one shall not be permitted to vote as to any such decision, there shall be no disqualification of anyone from voting who shall be entitled to vote according to the terms and provisions of these Articles, notwithstanding any adverse or divergent interest that he may personally have in the decision; and the decision shall nevertheless be binding and final notwithstanding any such adverse or divergent interest held by anyone so voting. Individual Partners and members of the Management Committee will doubtless have divergent and may have adverse, or arguably adverse, personal interests from one another on some matters that are to be determined according to the provisions of these Articles, and will or may have diverse or adverse interests personally from those of some party affected by the decision; all this is agreed to and waived as a disqualification.

Section 9.5 Arbitration.

- (a) Any controversy or claim arising out of or relating to any provision of these Articles or the breach thereof, or arising out of a Partner's affiliation with or departure from the Firm, shall be settled by arbitration by a single arbitrator in accordance with the American Arbitration Association's rules relative to commercial arbitration. This provision shall be construed broadly, and shall encompass any and all such disputed matters (whether against the Firm or one or more other Partner(s) or employee(s) of the Firm) that may arise, whether statutory, common law, contract, tort or otherwise, including but not limited to, any claim alleging discrimination, retaliation, harassment, claims for benefits (except for claims relating to ERISA-covered plans), claims for compensation, and any claims alleging violation of any federal, state, or other governmental law, statute, regulation, or ordinance. Provided however, that this provision shall not include claims related to worker's compensation benefits, if applicable, or any other claim which by law is not subject to arbitration.

- (b) To the fullest extent permitted by law, the Arbitrator:
- (1) shall apply without regard to conflict of law principles the substantive law of Indiana, and federal law as interpreted by the United States Court of Appeals for the Seventh Circuit;
 - (2) is not empowered to award punitive or exemplary damages;
 - (3) is empowered to award specific performance; and
 - (4) is empowered to award actual compensatory damages only, and is not empowered to award enhanced or presumed damages under common law or statute, including but not limited to double or treble damages provided by statute.

Provided, however, that each provision in the preceding sentence is waived and shall have no force or effect to the extent (and only to the extent) that provision would otherwise render this Section 9.5 unenforceable.

- (c) The party initiating arbitration shall pay the initial fee to commence arbitration. The Firm shall pay the fees and costs of the arbitrator. The Federal Rules of Evidence shall apply to the conduct of any hearing. Any party may be represented by an attorney selected by the party, and each of the parties shall bear its own costs and attorneys' fees except to the extent that the Arbitrator is empowered by statute or the Federal Rules of Civil Procedure to award attorneys' fees and/or costs to a party. The Arbitrator has the authority upon motion to order reimbursement of the initial fee to commence arbitration upon a showing of substantial financial need.

- (d) Prehearing Discovery, Motions and Other Matters.

- (1) Discovery, including depositions, document requests and requests for admissions, shall be conducted and propounded in accordance with the Federal Rules of Civil Procedure, subject to any restrictions imposed by the

Arbitrator or this Section. The Arbitrator shall have the discretion to determine the form, amount and frequency of discovery, subject to the following guidelines:

- a. Depositions of the parties shall be allowed as a matter of right. The party initiating the Arbitration shall be deposed first. In addition, each party shall be allowed to depose three other witnesses with relevant information plus the testifying expert(s) of any other party as a matter of right. Any additional depositions are allowable only upon a showing of good cause. Each designee testifying on behalf of an organization deposed pursuant to Rule 30(b)(6) shall count as one witness.
 - b. Each party shall have the right to subpoena witnesses and documents in connection with the Arbitration.
- (2) The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences and argument of motions by telephone or in person, as the Arbitrator deems appropriate.
 - (3) Each party may file one or more motions for summary judgment. Summary judgment motions must be filed no later than 30 days after the close of discovery. The Arbitrator shall decide the motion(s) no later than 30 days after it is fully briefed. The Arbitrator shall apply the standards governing such motions set forth in the Federal Rules of Civil Procedure.
 - (4) The arbitration hearing shall not occur for at least 21 days following the later of the ruling on summary judgment or the close of discovery.
 - (5) At least 30 days prior to the arbitration hearing, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the hearing.

- (6) The Arbitrator shall permit the submission of post hearing briefs at the request of any party and shall determine the procedure and timing of such submissions.
 - (7) All arbitration proceedings shall be confidential and held in camera with the public excluded.
 - (8) Any challenge to the enforceability of this Article or an arbitrator's award, shall be filed only in a state court in Marion County, Indiana, or in a federal court in the Southern District of Indiana, Indianapolis Division. Any party to an award rendered in any such arbitration proceedings may seek a judgment upon the award only in a state court in Marion County, Indiana or a federal court in the Southern District of Indiana, Indianapolis Division.
- (e) The parties acknowledge that the arbitration provisions in this Section 9.5 are reasonable and enforceable. However, the provisions in this Section are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. In the unlikely event that a court of competent jurisdiction determines that any of the terms in this Section are unenforceable or invalid, the court shall limit the application of any such term, disregard such term, or modify such term as necessary to make it valid and enforceable, and proceed to enforce those and all remaining terms as so limited or modified.

Section 9.6 No Judicial Accounting.

Each Partner waives any right that he, his estate or anyone claiming by or through him may otherwise have to any judicial accounting provided by the laws of any jurisdiction. Specifically, each Partner hereby directs every successor to any interest in the Firm he may have at his death and every beneficiary of his estate to:

- (a) Be bound by and respect the provisions of these Articles and any other agreement or plan of the Firm applicable to the disposition or liquidation of his interest in the Firm.

- (b) Keep in strict confidence any and all information furnished by the Firm for tax or any other necessary purposes, except for disclosures permitted by Section 8.3(a)(3) hereof.
- (c) Subject to the Firm's compliance with Section 9.6(d) hereof, not examine or audit, or cause to be examined or audited, the books and records of the Firm and not inquire into the terms of these Articles, other agreements or plans of the Firm, except as may become necessary in connection with the administration of his estate or for any other purposes required by law.
- (d) Accept without question and rely on the correctness of (i) any statement by the Firm of the amounts payable after his death in respect of his interest in the Firm, so long as the Management Committee represents on behalf of the Firm and under penalties of perjury that such amounts are the amounts due under the provisions of any applicable agreement or plan of the Firm in effect at his death, as determined in accordance with the books and records of the Firm as kept in the ordinary course of the Firm's business, and (ii) any copy of any schedule or portion of the Firm's state or federal income tax returns as filed disclosing the amount of any income payable or distributable in any taxable year of the Firm to any successor to his interest in the Firm.

Each Partner further hereby frees the personal representative of his estate from any and all liability in accepting payment of amounts in liquidation of his interest in the Firm in accordance with this Section 9.6.

Section 9.7 Severability.

The invalidity or unenforceability of any Article, Section, paragraph or provision of these Articles shall not affect the validity or enforceability of any one or more of the other Articles, Sections, paragraphs or provisions; and the parties hereto will execute any further instruments or

perform any acts which are or may be necessary to effectuate all and each of the terms and provisions of these Articles.

ARTICLE X

Meetings and Voting of Capital Partners

Section 10.1 Capital Partners Eligible to Vote.

Except as otherwise expressly provided in these Articles, all Capital Partners shall be eligible to vote.

Section 10.2 Meetings of Partners; Voting at Such Meetings.

- (a) Meetings of Partners shall be held on the call of the Management Committee. The annual meeting shall occur during the month of November or December of each year on a date that shall be fixed by the Management Committee within forty-five (45) days after each annual Management Committee election. The Management Committee may also call a special meeting of Capital Partners, and shall call a special meeting of Capital Partners on the written request of twenty percent (20%) of the Capital Partners. The Secretary of the Management Committee shall give ten (10) days written or electronic notice of meetings of Capital Partners specifying the hour, places and purposes of the meeting. Any item may be placed on the agenda for any such meeting by the Management Committee or any Capital Partner by advising the Secretary of the Management Committee thereof five (5) or more days in advance of such meeting. Special meetings may be called by at least two-thirds (2/3) of the Management Committee upon five (5) business days written or electronic notice. A Special meeting may be called for any purpose, including without limitation the election or removal of a Partner. For any Special meeting, the Secretary of the Management Committee shall be responsible for sending the notice and agenda (which agenda shall be provided in writing or electronically coincident with the notice or as soon as practicable thereafter but in no event less than five (5) business days before the meeting time) and securing a suitable place for a meeting so

determined by the Management Committee, which shall be at or near one (1) or more of the Firm office locations unless (i) sixty-seven (67%) percent of the Capital Partners consent to meet elsewhere, or (ii) such meeting occurs in conjunction with a regular Partner retreat scheduled by the Management Committee. The meeting may be held at more than one location to the extent determined by the Management Committee. The giving of such notice and the furnishing of such agenda may be waived by written waiver or by being present at the meeting.

- (b) At each meeting of the Partners, each Capital Partner shall have one (1) vote unless otherwise provided for in these Articles.
- (c) A quorum at any meeting shall exist if a majority of Capital Partners are present in person, by telephone, by videoconference, or are represented by proxy.
- (d) Any Capital Partner may vote in person, by telephone, by videoconference or by written or electronic proxy exercisable solely by another Capital Partner.

Section 10.3 Capital Partners' Appeal Rights.

- (a) Any Capital Partner objecting to any decision made by the Firm Managing Partner or the Management Committee shall have the right to appeal to the Management Committee for a rehearing unless these Articles expressly provide that the matter is not subject to any appeal.
- (b) After such rehearing, any decision made by the Management Committee on such rehearing may be appealed to all Capital Partners for decision at the written request of twenty percent (20%) of the Capital Partners.

Section 10.4 Percentage of Votes Required for Certain Firm Decisions.

- (a) An eighty percent (80%) affirmative vote of all Capital Partners is required for the following:

- (1) To admit a new Partner.
 - (2) To terminate the Firm.
 - (3) To expel a Capital Partner (whose vote shall not be counted or considered).
 - (4) To alter or amend Capital Partner death, disability and retirement plans, except that (i) the Electing Barnes Retirees, Alan W. Boyd and James F. Thornburg shall not have their death or retirement benefits, if any, adversely affected by any such amendment without their consent; and (ii) no amendment may adversely affect the rights of any deceased, disabled or Retired Capital Partner (or his successors in interest), without his (or their) consent, to the death, disability or retirement benefits provided by these Articles.
 - (5) To alter or amend the entitlement of a Capital Partner of a Predecessor Firm to uncollected fee receivables pursuant to Sections 13.5(a)(3), 14.3(a)(3) and 14.4(c) hereof.
- (b) A sixty-seven percent (67%) affirmative vote of all Capital Partners is required for the following:
- (1) To reverse, revise or modify any decision, action or inaction, of the Management Committee within the scope of its powers conferred by these Articles.
 - (2) To alter or amend these Articles of Partnership (except Article V and Section 10.4, which may be altered or amended only as provided in paragraph (a) above).
 - (3) To determine that a Capital Partner is disabled.
- (c) The affirmative vote of a majority of the Capital Partners shall be required for all other matters on which Capital Partners are entitled to vote.

- (d) All Capital Partners must vote on those matters contained in paragraph (a) of this Section, with the exceptions that (1) a Partner who is being proposed for expulsion shall not vote on the matter of his expulsion, (2) a Capital Partner who has submitted a notice of withdrawal from the Firm pursuant to Section 14.1 hereof which has not become effective prior to a Firm meeting called for the purpose of considering the proposed termination of the Firm shall not vote on the matter of the proposed termination of the Firm, and (3) if any Capital Partner is unable to attend the meeting at which such matters are being considered, he may cast his vote by telephone or written or electronic proxy in accordance with the terms of Section 10.2(d). If because of illness, unavailability or other reason a Capital Partner does not cast a vote on such matters, then his vote shall be considered as a vote in favor of that side of the issue voted for by a majority of the Capital Partners voting.
- (e) With regard to all matters not specifically provided for in Section 10.4(d), if a Capital Partner elects to abstain from voting or is absent and not voting, he shall be considered as not having a vote so as to reduce the total number of Capital Partners for the purpose of calculating whether the measure voted upon passes or fails.
- (f) A vote on any subject may be taken by the Capital Partners without the necessity of a formal meeting, provided that a written consent is circulated to all Partners and signed by the required number of Capital Partners.
- (g) The Chairman of the Management Committee shall preside at all meetings of Partners. In his absence, the Vice Chairman of the Management Committee shall preside.

ARTICLE XI

Policy With Respect to Responsibility for Clients

Section 11.1 Procedures for Assigning Responsibility for Clients.

Upon the withdrawal, expulsion, death, disability or retirement of any Partner, each client carried under that Partner's name and retained by the Firm shall be assigned by the Firm Managing Partner to a Partner who shall be responsible for said account and selected based upon the following considerations:

- (a) The best interests of the client;
- (b) The relationship of the client with other lawyers in the firm;
- (c) Years of experience of the Partner as a lawyer;
- (d) Fields of experience and expertise;
- (e) Geographical location of the client;
- (f) Fairness to all Partners;
- (g) Recognition of the historical relationship of the client with the Firm and its predecessors, and considering those who have worked for the client;
- (h) Such other factors as may be deemed important by and to the Management Committee and the Firm.

The Management Committee may, if in its judgment the circumstances warrant, make exceptions to this policy in particular cases for a limited period of time.

Section 11.2 Procedures for Transfer of Responsibility for Client.

No Partner or Retired Capital Partner shall have the right, during the time that he is practicing law with the Firm or after disability or retirement, to transfer primary responsibility for clients to any associate of the Firm or to any other Partner or to anyone outside the Firm except in compliance with such procedures as the Management Committee may establish. This provision shall not preclude the recommendation of lawyers outside the Firm to handle matters which cannot be economically handled by the Firm, which require lawyers admitted in jurisdictions other than Indiana, which require expertise that the Firm does not possess, or when required by the Rules of Professional Conduct.

ARTICLE XII

Amendments

An amendment hereto may alter, revise, delete or add to any provision or provisions of these Articles. No amendment of this instrument shall be adopted or become effective until (1) it has been accepted by the affirmative vote of sixty-seven percent (67%) of all Capital Partners (except as otherwise provided in Section 10.4(b)(2)), and (2) it has been certified in writing by the secretary of the meeting at which the vote was taken, that said amendment was duly accepted in accordance with the procedures and requirements of these Articles regarding amendments.

ARTICLE XIII

Termination and Liquidation of Firm

Section 13.1 Termination of the Firm by Voluntary Vote or Otherwise.

The Firm may be terminated by affirmative vote of eighty percent (80%) of the Capital Partners as provided herein at a Firm meeting called for that purpose. Such vote may not be taken until at least thirty (30) days after such proposed termination was first proposed to the Capital Partners unless such waiting period is waived by all Capital Partners.

Section 13.2 Pending Employments on Termination.

In the event of termination of the Firm, no further professional services shall be rendered in the Firm name and no further business shall be transacted for the Firm except action necessary for the winding up of its affairs, the distribution or liquidation of its assets, and the distribution of the proceeds of the liquidation. Maintenance of offices to effectuate or facilitate the winding up of the Firm's affairs shall not be construed to involve a continuation of the Firm. In advance of the effective date of the termination of the Firm, the Management Committee shall assign every uncompleted professional service to one or more of the Capital Partners on such terms as shall be agreeable to the clients involved and the Capital Partners to whom such matters are assigned. The rendition of professional services from the effective date of the termination thereafter shall be by such Capital Partners or other law firms, if any, in which they may respectively become partners or shareholders.

Section 13.3 Liquidation of Assets.

The members of the Management Committee on the effective date of the termination of the Firm shall be the agents of the terminated Firm in liquidation, and of the individual Capital Partners, for winding up all affairs and all business transactions of the Firm, other than the performance of incomplete professional services referred to in Section 13.2. Such members of the Management Committee shall continue to serve (unless death, disability or resignation shall intervene) until the completion of the winding up and liquidation. The Management Committee shall act by majority vote or votes. In the event of any temporary or permanent vacancy in the Committee, the remaining members shall choose a replacement. Members of the Management Committee shall not be paid for their services after the termination of the Firm in the winding up and liquidation operations. They may, out of the assets and proceeds of the assets on hand, employ such assistants as they determine appropriate to provide services in the winding up and liquidation.

Section 13.4 Prior Opportunity of Capital Partners to Bid for Purchase of Assets Being Liquidated.

The Capital Partners immediately prior to the termination of the Firm may, in the discretion of the Management Committee, be given first opportunity over any other prospective bidder for the purchase of any of the assets of the Firm. All such Capital Partners shall be given an equal

opportunity, so that they may bid as individuals or jointly or in groups. If the best bid by any of them, in the opinion of the Management Committee, is at least ninety-five percent (95%) of the highest and best bid otherwise received, then such best bid by a Capital Partner or Capital Partners shall be accepted.

Section 13.5 Distribution of Proceeds from Liquidation.

- (a) The business affairs of the Firm, in the event of termination, shall be wound up and liquidated as promptly as business circumstances and orderly business practices will permit. After payment of expenses incurred, the net assets and the proceeds of the liquidation shall be applied in the following order:
- (1) To the payment of the debts and liabilities of the Firm owing to the creditors other than Capital Partners, and the expenses of liquidation.
 - (2) To the repayment to each of the Capital Partners of his paid-in Capital Account in the Firm.
 - (3) To the payment to the Capital Partners entitled thereto of their withdrawal rights, if any, under Section 14.3(a)(3) hereof, as if they were withdrawing.
 - (4) To the payment to the Capital Partners of all the remaining assets and proceeds, if any, in proportion to their respective Capital Accounts immediately preceding the repayment described in Section 13.5(a)(2).
 - (5) If the assets and proceeds of the liquidation are insufficient to make the payments as required by Section 13.5(a)(1), then the Management Committee shall make an assessment against the Capital Partners, in proportion to their respective Capital Accounts immediately preceding the repayment described in Section 13.5(a)(2), to enable the payment in full of such debts and liabilities.
- (b) The Firm has set aside a security fund to provide assets within the Firm to assist in providing for the retirement program for James F. Thornburg. In the event of

termination of the Firm, and if a new partnership comprising at least seventy-five percent (75%) of terminating Capital Partners is not thereafter created within sixty (60) days, all remaining assets held by the Firm in such security fund shall be paid over or delivered, as the case may be, to James F. Thornburg or his Beneficiary, but not in excess of the amount then remaining to be paid to James F. Thornburg.

- (c) Thornburg, McGill, has heretofore arranged, with the cooperation of James F. Thornburg, to secure \$75,000.00 of life insurance upon the life of James F. Thornburg (\$40,000.00 of group ordinary life insurance with The Lincoln National Life Insurance Company and \$35,000.00 of group term insurance with that company), the death benefits of which are payable to beneficiaries determined or to be determined by the Firm. In the event of termination of the Firm, and if a new partnership comprising at least seventy-five percent (75%) of the terminating Capital Partners is not thereafter created within sixty (60) days, such insurance policies shall be assigned and delivered to James F. Thornburg without payment therefor; provided, however, that if such a new partnership comprising less than seventy-five percent (75%) of the terminating Capital Partners agrees to affirm the obligation to James F. Thornburg contained in these Articles, then said insurance policies shall not be assigned and delivered to James F. Thornburg but shall be retained by said new partnership and such partnership or its nominee shall determine the beneficiary of such insurance policies.
- (d) The obligation of the Firm to pay to James F. Thornburg benefits provided by these Articles is that of the Firm. In the event of termination of the Firm, and if a new partnership comprising at least seventy-five percent (75%) of the terminating Capital Partners is thereafter created, said obligation shall carry over and be the obligation of said new partnership; if any such new partnership comprises less than seventy-five percent (75%) of the terminating Capital Partners, such new partnership shall have the election of accepting or rejecting said obligation and if it agrees to accept said obligation, then the security fund held by the Firm for such purpose shall be transferred and paid over to, and become the property of, the new partnership.

ARTICLE XIV

Withdrawal or Expulsion From Firm

Section 14.1 Voluntary Withdrawal.

Any Partner may voluntarily withdraw from the Firm at any time on the condition that he give thirty (30) days written notice to the Firm Managing Partner, unless such notice is waived by the Management Committee. The withdrawal shall be effective thirty (30) days following the giving of the notice unless the Management Committee, at the request of the withdrawing Partner or upon its own motion, designates an earlier effective date of withdrawal by giving the withdrawing Partner written notice of that determination before, or concurrently with, that earlier effective date of withdrawal.

Section 14.2 Possible Termination of the Firm Superseding Withdrawal Notice

If at any time during the pendency of a withdrawal notice and before the effective date of withdrawal, a Firm meeting is called for the purpose of considering the proposed termination of the Firm, no such withdrawal notice shall become effective until such Firm meeting has been held and the proposed termination of the Firm fails to receive the affirmative vote of at least eighty percent (80%) of the Capital Partners as required by Section 13.1 hereof. If, however, a termination of the Firm is voted in accordance with the provisions of Article XIII hereof, the dissolution proceedings, the liquidation of assets and the distribution of proceeds shall ensue, and the notice of withdrawal shall be of no effect.

Section 14.3 Partition With and Payments to the Withdrawing Partner.

- (a) Except as provided in Section 2.4, the withdrawing Partner's right, title and interest in the Firm shall be extinguished in consideration of the payments to him by the continuing Firm on the following basis:
 - (1) Within sixty (60) days of the effective date of withdrawal, the withdrawing Capital Partner shall be paid seventy-five percent (75%) of his Capital Account in the Firm. Not later than April 30 following the calendar year

during which the withdrawal occurs, the Capital Partner shall be paid the portion of his Capital Account, if any, which remains after all applicable offsets pursuant to Section 14.5. To the extent the remaining portion of the Capital Account is not sufficient to reimburse the Firm for any amounts due the Firm from the Capital Partner, the withdrawing Capital Partner shall pay the Firm any additional amounts due to the Firm within ten (10) calendar days from the date that the Capital Partner is notified in writing or electronically of the amount due. In the case of any Former Thornburg Partner, the Capital Account shall exclude any undistributed earnings for years prior to 1982, as adjusted for overdraws or underdraws and any other necessary adjustments. The payment shall be in cash unless other assets are mutually agreed upon.

- (2) A withdrawing Non-Capital Partner shall also be entitled to receive a pro-rata share of the compensation he would otherwise have received for the year of his withdrawal, pro-rated through the effective date of his withdrawal; and a withdrawing Capital Partner shall be entitled to receive an amount determined in accordance with Section 14.11 of this Agreement; provided, however, that action by the Management Committee on its own motion, and not at the request of the withdrawing Partner, to designate an earlier effective date of withdrawal for the withdrawing Partner shall not result in such pro-rata share of compensation being for a period of less than fifteen (15) days following the date upon which the Partner gave written notice of his withdrawal to the other Partners.
- (3) A withdrawing Capital Partner (if, and only if, the Partner was a partner of a Predecessor Firm prior to January 1, 1982), shall have an amount computed as follows:
 - (i) In the case of a Former Thornburg Partner, (A) the Partner's interest on December 31, 1981, in uncollected fee receivables of Thornburg, McGill outstanding on such date immediately prior to their sale, or

- (B) the Partner's Percentage Interest for the year of his withdrawal multiplied by the Firm's fee receivables on the effective date of the Partner's withdrawal, whichever is lower.
- (ii) In the case of a Former Barnes Partner, (A) the Partner's percentage interest on December 31, 1981, in Barnes, Hickam multiplied by its uncollected fee receivables outstanding on such date, or (B) the Partner's Percentage Interest for the year of his withdrawal multiplied by the Firm's fee receivables on the effective date of the Partner's withdrawal, whichever is lower.
- (iii) Receivables, whether computed on December 31, 1981, or on the date of withdrawal, shall not include in either case receivables that are more than two (2) years old, that have been charged off, that under generally accepted accounting practices should have been written down or off, or that are disputed.
- (iv) Payments to a withdrawing Capital Partner on account of such receivables shall be paid in equal monthly installments for twenty-four (24) months, beginning the first day of the month following the withdrawal.
- (4) A withdrawing Partner has no rights to any retirement, death or disability benefit from the Firm.
- (b) From and after the effective date of withdrawal, the withdrawing Partner shall have no right or interest thereafter in the Firm or any of its assets, clientele, files, records (including time diaries of the Partner) or affairs. The Partner shall immediately remove himself or herself and the Partner's personal effects from the Firm's Offices no later than the effective date of withdrawal.

Section 14.4 Expulsion of a Partner.

A Partner may be expelled immediately without determining any cause therefor on recommendation of the Management Committee by a vote of the Capital Partners as provided in Article X. Upon such expulsion, the right, title and interest of the Partner so expelled in the Firm shall be extinguished in consideration of the payment to him by the continuing Firm on the following basis:

- (a) Within sixty (60) days of the effective date of expulsion an expelled Capital Partner shall be paid fifty percent (50%) of his Capital Account in the Firm. Not later than April 30 following the calendar year during which the expulsion occurs, the Capital Partner shall be paid the portion of his Capital Account, if any, which remains after all applicable offsets pursuant to Section 14.5. To the extent the remaining portion of the Capital Account is not sufficient to reimburse the Firm for any amounts due the Firm from the Capital Partner, the expelled Capital Partner shall pay the Firm any additional amounts due to the Firm within ten (10) calendar days from the date that the Capital Partner is notified in writing or electronically of the amount due. The payment shall be in cash unless other assets are mutually agreed upon.
- (b) An expelled Partner shall also be entitled to receive the amount computed under Section 14.3(a)(2), upon the terms therein provided, as if he were a withdrawing Partner.
- (c) An expelled Capital Partner (if, and only if, the Partner was a Partner of a Predecessor Firm prior to January 1, 1982) shall also be entitled to receive the amount computed under Section 14.3(a)(3), upon the terms therein provided, as if the Partner were a withdrawing Capital Partner.

From and after such expulsion, the Partner so expelled shall have no right or interest thereafter in the Firm or any of its assets, clientele, files, records (including diaries of the Partner) or affairs. The Partner shall immediately remove himself or herself and the Partner's personal effects from the Firm's Offices.

Section 14.5 Obligation of Withdrawing or Expelled Partner.

Subject to any applicable limitations of federal, state, or local law, in the event that the withdrawing or expelled Partner is indebted to the Firm, such indebtedness shall be offset against payments to the withdrawing or expelled Partner by the Firm pursuant to this Article XIV. To the extent the withdrawing or expelled Partner's indebtedness is not satisfied through such an offset, the Partner shall pay the Firm in cash any amounts due to the Firm within ten (10) calendar days from the date that the Partner is notified in writing or electronically of the amount due.

Section 14.6 Consulting Agreement with Withdrawing or Expelled Partner.

The Management Committee may enter into an agreement, on such terms as may be mutually acceptable, with a withdrawing or expelled Partner to furnish the Firm consulting or advisory services with regard to clients or matters for whom or upon which efforts were expended by the withdrawing or expelled Partner during his practice with the Firm.

Section 14.7 Copies of Firm Files or Records.

Consistent with the Firm's normal recordkeeping practices and the Firm's needs in the event of a malpractice claim or ethical complaint, the Firm shall maintain the originals of any file materials not belonging to the client if a withdrawing or expelled Partner is retained to complete an employment commenced by the Firm. With the approval of the appropriate client or if a client requests a file (whether open or closed) to be transferred to a withdrawing or expelled Partner, such withdrawing or expelled Partner may, at his expense, make copies of legal documents and materials in the Firm's files or records, except for any inter-office correspondence or other data which the Management Committee shall deem to be confidential to the Firm. Nothing herein, however, shall prevent the removal from the Firm's files and records of copies of legal documents and materials prepared by or obtained by a withdrawing or expelled Partner prior to the time that he became an employee or a Partner of the Firm.

Section 14.8 Firm Clients.

In the event a withdrawing or expelled Partner continues to work, at the client's request, on a client matter commenced by the Firm, the withdrawing or expelled Partner shall have a continuing

duty to account to the Firm for the value of the services rendered by the Firm, in the event that the Firm has not collected its fees and disbursements directly from the client.

Section 14.9 Limitation on Payments to Withdrawing or Expelled Partners.

In no event shall the aggregate amount of payments (including payments in return of Capital Accounts) made in any calendar year to or with respect to withdrawing or expelled Partners exceed ten percent (10%) of the Firm's Net Profit in any calendar year. In the event that such limitation shall apply in one (1) or more years, then the funds available for distribution to such withdrawing or expelled Partners during that year, as limited by the ten percent (10%) of Net Profit restriction, shall be distributed to those withdrawing or expelled Partners entitled thereto by multiplying for each such withdrawing or expelled Partner the total amount for distribution by a fraction, the numerator of which is the amount that he would have received had such restriction not applied, and the denominator of which is the total that all such withdrawing or expelled Partners entitled to receive benefits during that year would have received had such restriction not applied. Deferred payments shall bear interest at the Prime Rate and shall be paid whenever the Firm may do so without violation of this restriction.

Section 14.10 Duty of Withdrawing Partner to Abide by All Legal, Fiduciary and Ethical Requirements.

The withdrawing Partner shall abide by all legal, fiduciary and ethical requirements applicable to the conduct of a withdrawing Partner, including (without limitation) refraining from soliciting any Firm client, prior to the effective date of withdrawal.

Section 14.11 Special Provisions Regarding Compensation and Other Obligations for Withdrawing or Expelled Capital Partners.

- (a) Notwithstanding anything contained in this Agreement to the contrary, the compensation due to a withdrawing or expelled Capital Partner for the calendar year during which the withdrawal or expulsion occurs shall be determined in accordance with the following provisions:

- (1) Except for any distribution that may be due to the Capital Partner in the calendar year following the year of expulsion or the Capital Partner's withdrawal under paragraph 14.11(a)(2) below, the final distribution of compensation to the Capital Partner in the year of the withdrawal or expulsion shall be the distribution coinciding with or immediately following the date of the Capital Partner's withdrawal or expulsion.
- (2) As soon as practicable after the end of the calendar year during which the withdrawal or expulsion occurs and after the amount of the distribution may be determined, a final compensation distribution shall be made to the withdrawing or expelled Capital Partner equal to the amount by which: (A) the amount determined by multiplying the Capital Partner's budgeted compensation for the calendar year during which the withdrawal or expulsion occurs by a fraction (not to exceed 1), the numerator of which is the aggregate actual net income for the Partnership in the calendar year of the withdrawal or expulsion and the denominator of which is the budgeted net income of the Firm for that calendar year, and then prorating such amount based on the number of the calendar days in that calendar year that the withdrawing or expelled Capital Partner was a Firm Capital Partner, exceeds (B) the aggregate amount of distributions previously made to the withdrawing or expelled Capital Partner attributable to the applicable calendar year. The final compensation distribution shall be reduced by amounts owed to the Partnership by the Capital Partner as provided in Section 14.5.
- (3) To the extent that a withdrawing or expelled Capital Partner is paid more compensation in the calendar year during which the withdrawal or expulsion occurs than the Capital Partner was entitled to receive in accordance with paragraph (2) above, the withdrawing or expelled Capital Partner shall reimburse the Firm for the overage within ten (10) calendar days from the date that the Capital Partner is notified in writing or electronically of the amount due.

ARTICLE XV

Administrative Actions by
Management Committee

Section 15.1 Additional Powers of Management Committee.

The Management Committee, subject to the limitations set forth in Section 15.2, may:

- (a) Unilaterally suspend, for a period not to exceed thirty (30) days, any Partner pending an investigation of whether to initiate expulsion proceedings pursuant to Section 14.4; provided, however, that if within the thirty (30) day suspension period the Management Committee determines to recommend expulsion, the suspension may be continued for one (1) additional thirty (30) day period;
- (b) Fine any Partner up to a maximum amount of five percent (5%) of such Partner's gross annual budgeted compensation for the year in which the fine is imposed, such fine to be payable in six (6) equal monthly installments, without interest;
- (c) Order any Partner to cease and desist from any practice or procedure which directly or indirectly has a material adverse impact on the Firm or its clients;
- (d) Reprimand any Partner, with or without a report of such action to the Partnership; or
- (e) Issue a commendation, with or without a report of such action to the Partnership.

Section 15.2 Limitations on Additional Powers.

No action of the Management Committee shall be taken pursuant to Section 15.1 unless:

- (a) Such action shall have been approved by the affirmative vote of two-thirds (2/3) of the Management Committee;

- (b) Any Partner who would be aggrieved by such action shall have been given notice that the Management Committee is going to consider such action, and the opportunity to be heard by the Management Committee before any vote is taken; and
- (c) Action for the same act or acts of the Partner shall not have already been considered and rejected by the Management Committee; provided, however, that there shall be no limitation on the number or type of actions the Management Committee may take for successive acts by a Partner.

Any Partner aggrieved by such action shall be entitled to the appeal rights set forth in Section 10.3.

Section 15.3 Conduct on Suspension.

Upon suspension, a Partner shall (i) immediately remove himself from the Firm's offices, (ii) be prohibited from reentering the Firm's offices without the express written consent of the Management Committee, and (iii) be prohibited from practicing law.

Section 15.4 Negotiated Withdrawal.

The Management Committee may negotiate and approve, by the affirmative vote of two-thirds (2/3) of its members, the withdrawal of any Capital Partner on terms more favorable or less favorable than those provided in Sections 14.1 and 14.3; provided, however, that if any Capital Partner objects to such agreement in writing to the Management Committee within ten (10) days after the date on which minutes of the Management Committee meeting at which such agreement is approved have been circulated, such agreement shall be submitted to a vote of the Capital Partners. Notwithstanding Article X, the Capital Partners shall be entitled to vote by written consent without a meeting, and the agreement shall be deemed approved upon receiving the affirmative vote or written consent of a majority of the Capital Partners.

Section 15.5 Temporary Investigations.

The Management Committee may investigate or cause to be investigated for a period not to exceed ten (10) days or, if the Management Committee unanimously determines, sixty (60) days, any

allegation brought to its attention concerning the conduct or competence of any Partner without giving notice thereof to such Partner. The Management Committee shall give notice to such Partner on or before the conclusion of such period. Notwithstanding Section 6.2 hereof, the action of the Management Committee in initiating, conducting or reviewing the results of any investigation or in determining on the basis thereof that no action is warranted may, in the discretion of the Management Committee, not be recorded in minutes or reported to the Partners.

ARTICLE XVI

Limited Liability Partnership Provisions

Section 16.1 Agreement to Qualify as Limited Liability Partnership.

Effective November 8, 2003, the Firm elects to become a limited liability partnership, as that term is described in the Indiana Uniform Partnership Act (the "Act"). The Firm Managing Partner is authorized to execute or cause to be executed such statements of qualification and/or registration of limited liability partnership and such other documents and to pay such fees as may be necessary or convenient for the Firm to qualify and/or register in any jurisdictions deemed appropriate by the Firm Managing Partner. For purposes of qualification in Illinois, the Firm elects to be governed by the Uniform Partnership Act (1997) rather than the Uniform Partnership Act (1914) effective on the date of the amendment adding this Article XVI.

Section 16.2 Liability for Firm Obligations.

Except as provided in Section 16.5 or Section 16.6, and notwithstanding any other provisions of these Articles, including, without limitation, Section 13.5(a)(5) hereof, to the contrary, no person who is or who is deemed to be a partner for purposes of the Act (including without limitation a Capital Partner, a Non-Capital Partner or Retired Capital Partner), (hereinafter referred to in this Article XVI as an "LLP Partner"), whether or not that person is a Partner as defined elsewhere in these Articles, shall be personally liable or accountable, directly or indirectly, by way of indemnification, assessment, contribution, or otherwise, for debt, obligation, or liability (hereinafter referred to in this Article XVI as a "Claim") of, or chargeable to, the Firm, or any other LLP Partner, whether arising in tort, contract, or otherwise, or for the acts or omissions of any other LLP Partner,

solely by reason of (a) being an LLP Partner in the Firm, or (b) acting or failing to act as an LLP Partner, or (c) participating as an employee, a consultant, a contractor, or otherwise in the conduct of the Firm business or activities.

Section 16.3 Firm Indemnity Obligations.

Except as provided in 16.3(b), the Firm shall indemnify each LLP Partner (an "Indemnified Partner") with respect to any Claims chargeable to the Firm, or such Indemnified Partner, or another LLP Partner, whether arising in tort, contract or otherwise, which such Claims occur, are incurred, or are assumed in the course of Firm business and in accordance with the provisions of these Articles.

Notwithstanding Section 16.3(a), no LLP Partner shall be entitled to indemnification for any Claim resulting from that LLP Partner's grossly negligent conduct, intentional misconduct, knowing violation of the law or any knowing, voluntary act or omission in material contravention of these Articles (except to the extent such obligation or liability is paid or reimbursed under a policy of insurance carried by the Firm) (such a partner to be referred to for purposes of this Article XVI as a "Breaching Partner").

Section 16.4 Partners' Obligation of Indemnity and Contribution in General.

No LLP Partner shall have any obligation of contribution and/or indemnity to the Firm or any other LLP Partner for Claims except as expressly set forth in Section 16.5 or in Section 16.6, or as expressly provided by other provisions of these Articles. The obligations to contribute as set forth in this Article 16 are solely for the benefit of the LLP Partners, and are not assignable. No creditor of the Firm, or any other person, shall have any right to rely upon or enforce any contribution obligation contained in these Articles. The Firm reserves the right to amend or waive any contribution obligation of any LLP Partner with or without consideration at any time, but no LLP Partner's obligation to contribute shall be increased without the LLP Partner's express written consent.

Section 16.5 Contribution and Indemnification Obligations.

Each LLP Partner agrees to contribute an amount equal to that LLP Partner's Firm Percentage Interest at the time a Claim is paid of the excess of (i) the amount that the Firm is obligated to pay in indemnification under Section 16.3 to an Indemnified Partner on account of the Claim that was

incurred or pertains to or arises out of a matter that occurred or allegedly occurred at a time when the Firm was not a limited liability partnership or its limited liability partnership classification was not effective, over (ii) the amount paid or reimbursed to the Indemnified Partner by the Firm and paid or reimbursed to the Indemnified Partner under policies of insurance carried by the Firm.

Any Breaching Partner whose grossly negligent conduct, intentional misconduct, knowing violation of the law or any knowing, voluntary act or omission in material contravention of these Articles has contributed to the creation of a Claim with respect to which that Breaching Partner would not be entitled to indemnification under Section 16.3(b) shall contribute an amount sufficient to indemnify the Firm against all Claims, costs and liabilities that the Firm or any LLP Partner may incur as a result of such conduct, including reasonable attorneys' fees incurred in connection with or as a result of such conduct and in connection with recovery of damages from the Breaching Partner arising from such actions (including the obligation to indemnify any other Indemnified Partner) except to the extent that obligation or liability is paid or reimbursed under a policy of insurance carried by the Firm. The Firm may withhold any amounts otherwise payable to the Breaching Partner until such damages are finally determined, and then apply the withheld amounts to satisfy in whole or in part any claims it may have against the Breaching Partner.

The obligation to contribute under this Section 16.5 shall continue notwithstanding the qualification of the Firm as a limited liability partnership and notwithstanding Section 16.2 of these Articles.

Section 16.6 Partners' Obligation to Guarantee.

Upon the request of the Firm Managing Partner, each Capital Partner agrees to execute a personal guaranty of Firm indebtedness, from time to time. The Firm Managing Partner shall attempt to structure the guaranty in such a manner as to limit each Capital Partner's guaranty in proportion to that Capital Partner's Firm Percentage Interest of the indebtedness, but shall not be required to do so. In the event any Capital Partner is required to make any payment with respect to such indebtedness, the Firm shall indemnify that Capital Partner for all amounts paid or incurred with respect to such indebtedness. In the event any Partner (the "Paying Partner") is obligated to make a guaranty payment in excess of the Paying Partner's applicable Firm Percentage Interest of the

indebtedness, then each other Capital Partner (an "Other Partner") shall be obligated to pay over to the Paying Partner an amount equal to such Other Partner's Firm Percentage Interest of such indebtedness that was paid by the Paying Partner.

Section 16.7 Rules of Interpretation.

Claims shall be enforced and satisfied only out of the assets of the Firm. Except as expressly provided in Sections 16.5 and 16.6 of these Articles, and notwithstanding any other provisions of these Articles to the contrary, no LLP Partner shall be required to contribute toward any Claims against the Firm or any other LLP Partner, if such losses arise from acts committed while the Firm is a registered limited liability partnership under Indiana law and in the course of the Firm's business, by another LLP Partner, employee, agent, or representative of the Firm. The previous sentence is intended to override any other provision of these Articles or the provisions of the laws of any state the interpretation of which might be inconsistent with the purpose and intent of the parties to obtain the full and complete limited liability benefits of the provisions of the Act applicable to a partnership registered as a limited liability partnership in Indiana, and this Article XVI shall be liberally construed to effect that purpose and intent. Except as expressly provided in Sections 16.5 and 16.6 of these Articles, nothing in this Section 16.7 or in any other provision of these Articles shall require or be deemed to require any LLP Partner who has no personal liability (under the provisions of the Act applicable to a partnership registered as a limited liability partnership in Indiana) with respect to any Claim asserted against the Firm or any other LLP Partner to make any contribution to the capital of, or to make any other payment to the Firm or otherwise to any other LLP Partner, to pay its, his or her liabilities, expenses, or losses arising as a result, directly or indirectly, of such Claim. For purposes of this Article XVI, the term "grossly negligent" shall be interpreted as set forth in NIPSCO v. Sharp, 790 N.E.2d 462 (Ind. 2003) (generally, gross negligence is a conscious, voluntary act or omission in reckless disregard of the consequences to another party.)

Accepted and agreed to by the Capital Partners this 10th day of November, 2006.

FIRM MANAGING PARTNER

/c/ Alan A. Levin

Alan A. Levin

ACKNOWLEDGMENT:

/c/ Robert T. Grand

Robert T. Grand, Secretary

Randolph J. Stayin
Larry D. Blust
Dennis M. McWilliams
Stephen J. Dutton
Perry Palan
Richard H. Streeter
Lee T. Polk
Nelson J. Vogel, Jr.
Geoffrey K. Church
Roger W. Benko
Brian J. Lake
Richard L. Mintz
Michael R. Fruehwald
Laurence A. McHugh
Samuel S. Thompson
Donald E. Knebel
Wayne C. Kreuscher
Rand W. Nilsson
Richard W. Paulen
Kristin G. Fruehwald
Daniel W. McGill
Michael R. Conner
Claudia V. Swhier

Catherine L. Bridge
Richard D. Conard
Michael A. Snapper
Robert W. Sikkell
William M. Lee, Jr.
Larry J. Stroble
Michael R. Rosiello
Peter J. Rusthoven
Larry A. Mackey
Michael A. Scheer
John W. Boyd
Paula C. Goedert
Stephen W. Lee
Glenn W. Ohlson
Stanley C. Fickle
William T. Hopkins
William M. Pope
Patrick E. Mears
Michael P. Lucas
David C. Brezina
William M. McErlean
John M. Kyle, III
Michael K. McCrory

Joseph D. Lewis
Marcus B. Chandler
David B. Millard
Clifford G. Maine
Michael G. Campbell
Douglas K. Dieterly
Anne N. De Prez
Robert D. MacGill
Robert T. Grand
Alan B. Feldbaum
J. Scott Troeger
Lawrence E. Lawhead
D. William Moreau, Jr.
Alan A. Levin
Kenneth H. Inskeep
Alan K. Mills
Douglas J. Heckler
Timothy J. Abeska
Timothy J. Riffle
Steven W. Thornton
Howard E. Kochell
Bobby B. Gillenwater
Kenneth J. Yerkes
Neal W. Steinbart
Gerald F. Lutkus
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R. Anthony Prather
Deborah L. Thorne
Richard A. Rezek
Lynn C. Tyler
Tracy T. Larsen
Eric R. Moy
Jan M. Carroll
Michael B. Watkins
Timothy D. Hernly
Michael G. Paton
Brian J. Clark
James M. Gutting
Charles J. Schultz
Dennis A. Johnson
Daniel R. Gravelyn
Donald J. McNeil
Stephen L. Fink
Joseph R. Fullenkamp
John R. Maley

Teresa E. Morton
Thomas J. Donovan
Benjamin A. Pecar
Jeffrey R. Gray
Mark E. Rust
Bradley B. Falkof
Dwight D. Lueck
J. Michael Grubbs
Anthony C. Sullivan
Joseph C. Chapelle
Joseph E. Loftus
Andrew J. Detherage
Michael D. Hardy
D. Randall Brown
Paul B. Hunt
Terry W. Dawson
Nicholas K. Kile
Joseph G. Eaton
Janilyn B. Daub
Jeffery J. Qualkinbush
Donald E. Williams
Grant H. Peters
Mariana Richmond
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Richard J. Hall
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Bart A. Karwath
Tracy D. Knox
Mark J. Adey
Mark S. Kittaka
Jeanine M. Gozdecki
Douglas D. Anderson
Jeffrey A. Michael
Fredric P. Andes
Peter A. Morse
George E. Horn, Jr.
Eric H.J. Stahlhut
Mari Y. Regnier
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James B. Conte
Scott T. Longman
E. Sean Griggs
Thomas M. Maxwell
Charles P. Edwards

Victor A. Des Laurier
William E. Padgett
Brian L. Burdick
Mark J. Dinsmore
Thomas F. Shea
Todd G. Vare
Karen A. McGee
Michael H. Gottschlich
Patricia L. Ogden
Dawn R. Rosemond
Gary C. Furst
Susan M. Zoeller
Melissa A. Vallone
Marc S. Silver
John C. Smarrella
Michael D. Moon, Jr.
James R. Sweeney, III
Shawn D. Bauer
Ronald S. Henderson
Erika K. Powers
Brian E. Casey
Norma W. Zeitler
Philip J. Faccenda, Jr.
Wendy D. Brewer
Jeffrey A. Hopper
Randal J. Kaltenmark
Nathan A. Baker
Julia S. Gard
Jonathan P. Froemel
Christian P. Jones
John B. Baxter

**EXHIBIT A is filed with the
original executed copy of these Articles
and is available upon request**

Pages 70 – 85 are intentionally left blank

IN WITNESS WHEREOF, the above and foregoing Articles of Partnership, incorporating Exhibits A through D, inclusive, have been executed by the undersigned Partners as of the 1st day of January, 1982.

Jerry P. Belknap

Robert S. Ashby

Louis A. Highmark

John W. Houghton

Warren E. McGill

Warren A. Deahl

John L. Carey

George J. Zazas

Thomas L. Murray

John R. Harman

Howard J. Cofield

Richard M. Treckelo

Eugene C. Miller, Jr.

William J. Reinke

Richard E. Deer

Edward J. Gray

Robert E. Highfield

Daniel W. Rudy

Jack C. Dunfee, Jr.

Henry J. Price

Herbert C. Snyder, Jr.

James A. McDermott

Shirley A. Shideler

Robert H. Reynolds

Charles E. Bruess

Bruce R. Bancroft

John T. Mulvihill

Franklin A. Morse, II

Stephen A. Seall

Gordon S. Eslick

Richard E. Steinbronn

John A. Burgess

H. Kent Howard

Robert P. Johnstone

Tom Charles Huston

James A. Strain

George H. Baker

Toni Sue Ax

R. Michael Parker

Nelson J. Vogel, Jr.

Roger W. Benko

David R. Melton

Brian J. Lake

Bryan Grant Tabler

Daniel H. FitzGibbon

Stephen Kendall Smith

Richard W. Morgan

Michael R. Fruehwald

Edward O. DeLaney

Cym H. Lowell

Samuel S. Thompson

Bruce R. Karr

Donald E. Knebel

Wayne C. Kreuscher

Kristin G. Fruehwald

Daniel W. McGill

Kent E. Agness

Michael R. Conner

Claudia V. Swhier

Robert K. Bellamy

Catherine L. Bridge

EXHIBIT B

Firm Retirement and Death Benefits Program
for Alan W. Boyd

Alan W. Boyd is entitled to the benefits described at Exhibit D with respect to the Electing Barnes Retirees, with the following exceptions:

A. His retirement income was fixed as of January 1, 1968, at 2.0391% of the net profit of Barnes, Hickam subject to pro-rata adjustment on account of the admission of new Partners. For 1981, his percentage was 1.1562%.

B. His retirement income is not subject to the 20% of Net Profit aggregate limitation contained in Article IV, Section 7 of the plan referenced at paragraph B of Exhibit D.

Certain other exceptions are no longer relevant.

In all other respects, his benefits are as described at Exhibit D.

The foregoing description is qualified in its entirety by the provisions of the Supplement to Barnes, Hickam, Pantzer & Boyd Unfunded Retirement and Death Benefit Plan for Partners, effective as of January 1, 1968, as amended by a First Amendment thereto dated April 5, 1969, which is attached hereto as Appendix B-1 and incorporated herein by reference.

BARNES, HICKAM, PANTZER & BOYD
SECOND AMENDMENT TO
UNFUNDED RETIREMENT AND
DEATH BENEFIT PLAN FOR PARTNERS
AND
FIRST AMENDMENT TO SUPPLEMENT TO
BARNES, HICKAM, PANTZER & BOYD
UNFUNDED RETIREMENT AND
DEATH BENEFIT PLAN FOR PARTNERS

APPENDIX B-1

ARTICLE I

AMENDMENTS TO SECTIONS 5 AND 13 OF
ARTICLE I AND TO ARTICLE IV OF THE
UNFUNDED RETIREMENT AND DEATH
BENEFIT PLAN FOR PARTNERS,
AS AMENDED

The undersigned Partners of Barnes, Hickam, Pantzer & Boyd, execute this amendment to the Unfunded Retirement and Death Benefit Plan for Partners, as amended, amending and restating Sections 5 and 13 of Article I and Article IV, effective as of January 1, 1968, to read as follows:

Section 5 of
Article I

"Section 5. Participating Interest. 'Participating Interest' shall mean and refer to the percentage participation of Partners, Retired Partners and the Personal Representatives of deceased Partners in the Net Profit of the Firm, as determined from time to time, without regard to the credit and the allocation of amounts equal to the credits provided for in Section 7 of Article IV."

Section 13 of
Article I

"Section 13. Partner's Death Benefit. A 'Partner's Death Benefit' shall mean the amount payable to the Personal

Representative of a deceased Partner commencing with the year next following the year in which death occurs, on the basis of such Partner's Participating Interest for such year, calculated in accordance with and subject to the terms and conditions of Articles IV, VIII, and IX, as if such year were his Third Retirement Year and he had lived throughout such year. Such payments shall continue:

- (a) for seven (7) years if death precedes such Partner's Retirement Time;
- (b) for four (4) years if death occurs during the First Retirement Year;
- (c) for two (2) years if death occurs during the Second Retirement Year; and
- (d) for one (1) year if death occurs in the Third Retirement Year,

but the amounts payable with respect to the last year shall be reduced by the credit provided in Section 7 of Article IV. If death occurs after the Third Retirement Year, the Partner's Death Benefit shall consist of those payments to which such Partner would have been entitled as a Retirement Income if he had continued to live throughout such year."

JUL 24 1986

ARTICLE IV

Retirement Income

"Section 1. Participating Interest After Retirement Time.

Subject to the provisions of Article V, after a Partner's Retirement Time, his Participating Interest shall be calculated in accordance with Section 2 of this Article IV, except that it shall not be more than the amount provided in Section 3 nor less than the amount provided in Section 4 of this Article IV.

Section 2. Calculation of Retirement Income. The

Retirement Income of a particular Retired Partner shall be calculated as follows:

- (a) The average of the highest dollar amount of that Partner's income from the Firm as a Partner (before deduction of the payments made by or on behalf of such Partner under the Firm Profit Sharing Plan, but after deduction of any amount received as an allocation pursuant to Section 7 of this Article IV) in five (5) of the last ten (10) years (or such lesser number of years as he has been a Partner) ending with the year in which his Retirement Time falls, shall be divided by the average dollar amount of the Net Profit of the Firm during those five (5) years (or such lesser number of years as he has been a Partner).
- (b) The result of (a) above, stated as a percentage, shall be divided by four (4).

- (c) The result of (b) above shall be the Participating Interest of that Partner, subject to the provisions of Sections 3, 4, and 5 of this Article IV.

Section 3. Maximum Limit on Retirement Income. The

Participating Interest of any Retired Partner shall not:

- (a) in any year after his Second Retirement Year exceed one-fourth (1/4) of the highest Participating Interest received by any Partner in such year, or
- (b) in any year after his Third Retirement Year produce a ratio to the Participating Interest of the Partner with the highest Participating Interest in excess of the Initial Ratio of the Participating Interest of such Retired Partner.

Section 4. Minimum Limit on Retirement Income. The

Participating Interest of any Retired Partner shall not, in any year after his Retirement Time, be less than one-eighth (1/8) of the highest Participating Interest received by any Partner in that year.

Section 5. Admission of New Partners. The Participating

Interest of a Retired Partner after his Retirement Time shall be subject to such pro rata adjustment as is made by all active Partners on account of the admission of new Partners.

Section 6. Limitation on Retirement Income. If in any year the aggregate amount of:

- (a) Retirement Income payable to Retired Partners with respect to years subsequent to their Second Retirement Year;
- (b) Retirement Income payable to Personal Representatives with respect to the year of death of a Retired Partner, provided such year of death is subsequent to the Second Retirement Year of such Retired Partner; and
- (c) Death Benefits payable to Personal Representatives representing the last two annual payments specified in Section 13 of Article I;

exceeds twenty per cent (20%) of the Net Profit of the Firm for such year, such payments shall be reduced pro-rata so as to limit the aggregate amount of such payments to not more than twenty per cent (20%) of the Net Profit of the Firm for such year.

Section 7. Credit for Amounts Payable Under Firm Profit Sharing Plan. The Retirement Income otherwise payable to a Retired Partner or the Personal Representatives of deceased Partners hereunder, commencing with the beginning of the fourth year following his Retirement Time, shall be reduced by an annual credit equal to the amount which would be payable annually under a straight life annuity

(with monthly payments) if purchased with the funds accumulated by the Trustee of the Firm Profit Sharing Plan for the benefit of such Retired Partner, excluding funds and the income therefrom accumulated by the Trustee from voluntary contributions pursuant to Section 2.4 of such Plan (valued as of his Retirement Time as provided in such Plan), from an insurance company designated by the Firm from among the ten (10) largest insurance companies (in terms of total assets) doing business in the United States. In computing the credit, the insurance age sixty-nine (69) shall be used for all Partners who survive their Retirement Time. In computing the credit applicable to Partners who do not survive to their Retirement Times, their interest in the Firm Profit Sharing Plan shall be valued as of December 31 of the year in which death occurs and their insurance age at their death, plus two (2) years, shall be used. The aggregate dollar amount of the reductions in payments by the Firm to Retired Partners or the Personal Representatives of deceased Partners achieved by such credits shall be allocated annually among active Partners (excluding Retired Partners and the Personal Representatives of deceased Partners) in proportion to their respective Participating Interests."

ARTICLE II

AMENDMENTS TO PARAGRAPHS 2 AND 4 OF
THE SUPPLEMENT TO
BARNES, HICKAM, PANTZER & BOYD
UNFUNDED RETIREMENT AND DEATH BENEFIT
PLAN FOR PARTNERS

The undersigned Partners of Barnes, Hickam, Pantzer & Boyd, execute this Amendment to the Supplement to the Barnes, Hickam, Pantzer & Boyd Unfunded Retirement and Death Benefit Plan for Partners, amending and restating Paragraphs 2 and 4, effective as of January 1, 1968, to read as follows:

"Paragraph 2. Application of the Plan.

All of the provisions of the Plan shall apply to the Special Partners except Section 8 of Article I, Sections 2 and 7 of Article IV; Article V; and Article IX."

"Paragraph 4. Restatement of Section 2 and Modification of Section 3 of Article IV.

Section 2 of Article IV shall be restated with respect to the Special Partners so that it will read as follows:

'Section 2. Calculation of Retirement Income.
The Participating Interests of the Special Partners for the years 1968 and subsequent years during their respective lifetimes shall be as follows:

As to Hubert Hickam and Kurt F. Pantzer:

1968	3.7632
1969	2.9011
1970	2.0391 et. seq.

As to Alan W. Boyd:

1968	5.4787
1969	4.7908
1970	4.1029
1971	3.4150
1972	2.7271
1973	2.0391 et. seq.

The limitation contained in Section 3 of Article IV shall not apply to Hubert Hickam and Kurt F. Pantzer for years prior to 1970 or to Alan W. Boyd for years prior to 1973."

DATED this 5th day of April, 1969.

Hubert Hickam
Hubert Hickam

Kurt F. Pantzer
Kurt F. Pantzer

Alan W. Boyd
Alan W. Boyd

Charles M. Wells
Charles M. Wells

John H. Groves
John H. Groves

Thomas M. Scanlon
Thomas M. Scanlon

Frederic D. Anderson
Frederic D. Anderson

Lester Irons
Lester Irons

Jerry P. Belknap
Jerry P. Belknap

Robert S. Ashby
Robert S. Ashby

VI. 2 4 1986

Louis A. Highmark
Louis A. Highmark

John W. Houghton
John W. Houghton

Lester M. Ponder
Lester M. Ponder

George J. Zizas
George J. Zizas

Raymond W. Gray, Jr.
Raymond W. Gray, Jr.

Howard J. Cofield
Howard J. Cofield

Eugene C. Miller, Jr.
Eugene C. Miller, Jr.

Richard E. Deer
Richard E. Deer

William P. Wooden
William P. Wooden

James F. Hillis
James F. Hillis

Robert E. Highfield
Robert E. Highfield

Robert L. McLaughlin
Robert L. McLaughlin

Henry J. Price
Henry J. Price

Herbert C. Snyder, Jr.
Herbert C. Snyder, Jr.

James A. McDermott
James A. McDermott

Shirley A. Shideler
Shirley A. Shideler

Robert H. Reynolds
Robert H. Reynolds

John D. Noland
John D. Noland

Charles E. Bruess
Charles E. Bruess

H. Kent Howard
H. Kent Howard

Robert P. Johnstone
Robert P. Johnstone

Tom C. Huson
Tom C. Huson

James A. Strain
James A. Strain

George H. Baker
George H. Baker

Daniel H. FitzGibbon
Daniel H. FitzGibbon

Michael R. Fruenwald
Michael R. Fruenwald

Bruce R. Karr
Bruce R. Karr

Wayne C. Kreuzer
Wayne C. Kreuzer

Toni S. Ax
Toni S. Ax

Bryan O. Taoler
Bryan O. Taoler

Stephen K. Saica
Stephen K. Saica

Edward O. DeLaney
Edward O. DeLaney

Donald E. Knebel
Donald E. Knebel

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EXHIBIT C

Firm Retirement Benefits, Security
Fund and Life Insurance Program for
James F. Thornburg

A. Basic Retirement Plan. James F. Thornburg shall be paid retirement benefits by the Firm in accordance with the following principles:

(1) James F. Thornburg shall receive retirement benefits totalling \$263,343.00.

(2) Retirement benefits shall be paid to James F. Thornburg over a 10-year period in equal monthly installments commencing on January 1, 1982.

(3) In the event of the death of James F. Thornburg before all retirement benefits have been paid to him, then the balance shall be payable to his beneficiaries in the same equal monthly installments.

(4) All retirement benefits payable to James F. Thornburg under his retirement program shall be paid to him out of the current annual income of the Firm.

(5) In no event shall the total benefits paid to James F. Thornburg pursuant to this Exhibit C, the Agreement to which this Exhibit C is attached, or any other exhibit to such Agreement exceed \$263,343.00 under any combination of the death, disability or retirement programs.

B. Undrawn Earnings. James F. Thornburg's share of undrawn earnings of Thornburg, McGill for years prior to 1982 shall be distributed to him on the same time schedule as such undrawn earnings are collected and distributed to the other Former Thornburg Partners.

C. Security Fund and Life Insurance Program: The following program adopted by Thornburg, McGill, to the extent executory, shall be carried out by the Firm:

(1) Certain Former Thornburg Partners have established a fund (hereinafter referred to as the "Security Fund") to provide partial security for the payment of the retirement benefits to James F. Thornburg in the event that such retirement benefits are not paid by the Firm. As of December 31, 1981, the Security Fund had municipal bonds (valued at cost) and cash in the total amount of \$150,179.20. Of this amount, \$24,920.10 belongs to James F. Thornburg and shall be paid to him in full on or before July 31, 1982, as a return of his interest in the

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Security Fund, and not as a payment of his retirement benefits. The balance of the Security Fund (\$125,259.10) has been allocated among the participants in accordance with the schedule that is attached to this Exhibit C and marked as "Schedule 1". This Security Fund (and any additional funds that might be received from the life insurance policies referred to in the following subparagraph (2)) shall be invested and reinvested in municipal bonds, and all earnings or losses on the fund shall be allocated to the account of each participant in the Security Fund in the same ratio that each participant's account bears to the total amount of all accounts. The Security Fund shall be returned to the participants over the same ten (10) year period of time that the retirement benefits are paid to James F. Thornburg, namely, January 1, 1982, to December 31, 1991, on the following basis:

1/10th of the balance at 1/1/82 shall be returned during the year 1982

1/9th of the balance at 1/1/83 shall be returned during the year 1983

1/8th of the balance at 1/1/84 shall be returned during the year 1984

1/7th of the balance at 1/1/85 shall be returned during the year 1985

1/6th of the balance at 1/1/86 shall be returned during the year 1986

1/5th of the balance at 1/1/87 shall be returned during the year 1987

1/4th of the balance at 1/1/88 shall be returned during the year 1988

1/3rd of the balance at 1/1/89 shall be returned during the year 1989

1/2 of the balance at 1/1/90 shall be returned during the year 1990

The remaining balance shall be returned during the year 1991.

(2) Through the medium of the 645 Trust, the Firm will be the beneficiary of \$75,000.00 of insurance upon the life of James F. Thornburg. In the event of the death of James F. Thornburg, the life insurance proceeds received by the Firm shall be added to the Security Fund and the amount of such life insurance proceeds shall be divided equally among the number of South Bend and Elkhart Partners on the date such benefits are received by the Firm, and one such part shall be added to each such Partner's account in the Security Fund. The premiums for this life insurance will be paid as follows:

(a) The Lincoln National Life Insurance Company - \$40,000.00 of group ordinary life insurance; this premium will be paid by the Firm with the annual cost thereof allocated among the South Bend and Elkhart Partners in the same ratio that such Partner's net income for the preceding year bears to the total of all of such Partners' net income from the Firm for such year.

(b) The Lincoln National Life Insurance Company - \$35,000.00 of group term insurance; this premium will be paid by James F. Thornburg.

(3) James F. Thornburg does not and shall not have a lien on or against the Security Fund or the assets thereby represented.

D. Noncompetition. Upon termination of his employment agreement with the Firm dated November 18, 1981, James F. Thornburg shall be entitled to practice law anywhere but he shall not be entitled to accept employment for professional services from any person, or such person's personal representative, corporation, partnership or other business entity or their successors in interest who have been clients of the Firm during the last ten (10) years preceding the effective date of the termination of his employment agreement. In addition, James F. Thornburg specifically shall not be entitled to render professional services, directly or indirectly, for any estate for which the estate planning was performed or the Last Will and Testament was prepared by him or by any other member of the Firm during the time in which he was in the active practice of law in St. Joseph or Elkhart County. Said obligation not to accept such employment for professional services shall be a continuous one for a term of five (5) years commencing with said effective date of the termination of his employment agreement.

ACCEPTED AND AGREED TO, as of the 1st day of January, 1982.

James F. Thornburg
~~James F. Thornburg~~

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Schedule 1

SCHEDULE OF PARTICIPANTS'
INTEREST IN SECURITY FUND

Interest in Security Fund at
December 31, 1981

<u>Partner</u>	<u>Amount</u>	<u>Percentage</u>
Warren E. McGill	\$ 14,232.59	11.3625%
Warren A. Deahl	11,118.44	8.8764
John L. Carey	13,731.16	10.9622
Thomas L. Murray	10,666.45	8.5155
William J. Reinke	10,808.90	8.6292
Edward J. Gray	10,730.05	8.5663
John R. Harman	11,782.34	9.4064
Richard M. Treckelo	6,265.92	5.0024
Daniel W. Rudy	8,171.34	6.5235
Jack C. Dunfee, Jr.	6,200.97	4.9505
Bruce R. Bancroft	4,702.19	3.7540
John T. Mulvihill	3,759.04	3.0010
Franklin A. Morse II	3,707.24	2.9597
Stephen A. Seall	3,897.05	3.1112
Gordon S. Eslick	2,751.62	2.1967
Richard E. Steinbronn	1,872.04	1.4945
John A. Burgess	457.78	.3655
R. Michael Parker	403.98	.3225
Nelson J. Vogel, Jr.	---	---
Roger W. Benko	---	---
David R. Melton	---	---
Brian J. Lake	---	---
Richard W. Morgan	---	---
Samuel S. Thompson	---	---
Total	<u>\$125,259.10</u>	<u>100%</u>

EXHIBIT D

Firm Retirement and Death Benefits
Program for Electing Barnes Retirees

A. Introduction. The Firm for purposes of the programs described in this Exhibit D is a successor to Barnes, Hickam, and the former partners of Thornburg, McGill shall be treated as newly admitted partners for the purposes of those programs. For the purpose of computing benefits for Electing Barnes Retirees who hereafter die or retire, the combined net income of Barnes, Hickam and Thornburg, McGill, as reported for federal income tax purposes, will be used.

B. Reference. The provisions of the programs herein described are set forth in the Barnes, Hickam, Pantzer & Boyd Unfunded Retirement and Death Benefit Plan for Partners, as amended and restated on January 1, 1973, which is attached hereto as Appendix D-1 and incorporated herein by reference.

Appendix D-1

BARNES, HICKAM, PANTZER & BOYD
UNFUNDED RETIREMENT AND
DEATH BENEFIT PLAN FOR PARTNERS

Effective January 1, 1968

AS AMENDED AND RESTATED ON

January 1, 1973

BARNES, HICKAM, PANTZER & BOYD
UNFUNDED RETIREMENT AND
DEATH BENEFIT PLAN FOR PARTNERS

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BARNES, HICKAM, PANTZER & BOYD
UNFUNDED RETIREMENT AND DEATH BENEFIT PLAN
FOR PARTNERS

ARTICLE I

Definitions

Section 1. Definitions Generally. The definitions set forth in this Article I shall apply with respect to the terms defined as used in this Plan.

Section 2. Firm. "Firm" shall mean and refer to the law partnership of Barnes, Hickam, Pantzer & Boyd, as existing and constituted from time to time.

Section 3. Partner. "Partner" shall mean and refer to a member of the Firm who is a partner and shall not include any associate or other employees. A "Retired Partner" shall mean and refer to a Partner who has reached his Retirement Time as defined herein.

Section 4. Capital Account. "Capital Account" shall mean and refer to the contributions to the capital of the Firm made by each Partner from time to time including capitalized retained earnings as determined in accordance with

accepted principles of accounting consistently applied as at the close of the calendar year next preceding the date on which any determination is required to be made hereunder.

Section 5. Participating Interest. "Participating Interest" shall mean and refer to the percentage participation of Partners, Retired Partners and the Personal Representatives of deceased Partners in the Net Profit of the Firm, as determined from time to time, without regard to the credit and the allocation of amounts equal to the credits provided for in Section 8 of Article IV.

Section 6. Net Profit. "Net Profit" shall mean and refer to the net taxable income of the Firm (determined in accordance with the existing accounting practices of the Firm consistently applied and in accordance with good accounting practice) available for distribution to the Partners, including Retired Partners and the Personal Representatives of deceased Partners, according to their respective Participating Interests, after deduction as an expense of the Firm, of payments made by the Firm with respect to employees under the Firm Profit Sharing Plan, but before deduction of payments made by or on behalf of Partners under the Firm Profit Sharing Plan.

Section 7. Personal Representative. "Personal Representative" shall mean and refer to any person, firm or corporation entitled to receive payments in settlement of a deceased Partner's interest in the Firm, whether designated by will, trust or other instrument or by law, including the widow or other heir or legatee of such deceased Partner, his executor, administrator, trustee or assigns.

Section 8. Retirement Time. "Retirement Time" with respect to a particular Partner shall mean the thirty-first day of December of the year:

(i) in which that Partner reaches the age of sixty-seven (67) years;

(ii) in which that Partner reaches the age of sixty-five (65) or sixty-six (66) and elects to retire early or is advised by the Firm that it desires that he retire early; or

(iii) in which that Partner reaches the age of sixty-four (64), sixty-three (63), or sixty-two (62), and elects with the consent of the Firm to retire early.

Section 9. Retirement Years. "First Retirement Year" with respect to a particular Partner shall mean the first

calendar year following that Partner's Retirement Time. "Second Retirement Year" with respect to a particular Partner shall mean the second calendar year following that Partner's Retirement Time. "Third Retirement Year" with respect to a particular Partner shall mean the third calendar year following that Partner's Retirement Time.

Section 10. Firm Profit Sharing Plan. "Firm Profit Sharing Plan" shall mean the Barnes, Hickam, Pantzer & Boyd Profit Sharing Plan dated and effective as of January 1, 1968, as the same may be amended from time to time.

Section 11. Initial Ratio of Participating Interest. "Initial Ratio of Participating Interest" shall mean the ratio of the Participating Interest of a Retired Partner in his Third Retirement Year to the Participating Interest of the Partner with the highest Participating Interest in such year.

Section 12. Retirement Income. "Retirement Income" shall mean the amount payable in accordance with Article IV to each Retired Partner or to the Personal Representative

of a deceased Partner after his Retirement Time under this Plan.

Section 13. Partner's Death Benefit. A "Partner's Death Benefit" shall mean the amount payable to the Personal Representative of a deceased Partner commencing with the year next following the year in which death occurs, on the basis of such Partner's Participating Interest for such year, calculated in accordance with and subject to the terms and conditions of Articles IV, VIII, and IX, as if such year were his Third Retirement Year and he had lived throughout such year. Such payments shall continue:

(a) for seven (7) years if death precedes such Partner's Retirement Time;

(b) for four (4) years if death occurs during the First Retirement Year;

(c) for two (2) years if death occurs during the Second Retirement Year; and

(d) for one (1) year if death occurs in the Third Retirement Year,

but the amounts payable with respect to the last year shall be reduced by the credit provided in Section 8 of Article IV. If death occurs after the Third Retirement Year, the Partner's Death Benefit shall consist of those payments to

which such Partner would have been entitled as a Retirement Income if he had continued to live throughout such year.

ARTICLE II

Obligations of a Retired Partner
After Retirement Time

Section 1. Obligations. A Retired Partner shall, after his Retirement Time, have the following obligations to the Firm:

(a) Loyally to advance the interests of the Firm.

(b) To aid in transferring to other Partners the clients and matters for which he has a responsibility.

(c) To continue to perform such legal services as are necessary or convenient; to complete matters in which he is engaged at Retirement Time; to facilitate the transfer of such matters to other Partners; and to discharge the obligation of the Firm to advance the interests of its clients.

(d) To refrain from practicing law in Indiana except in the name of, and for the benefit of, the Firm.

Section 2. Limitation Upon Obligations. After his Retirement Time a Retired Partner shall not have any

obligation to come to the Firm's office except to the extent necessary to discharge his obligations set forth in Section 1 of this Article II, but nothing in this Plan shall prevent a Retired Partner from performing services for the Firm in excess of his obligations hereunder.

ARTICLE III

Obligations of the Firm to a Partner
After His Retirement Time

Section 1. Obligations After a Partner's Retirement

Time. After a Partner's Retirement Time, the Firm shall have, with respect to him, the following obligations:

(a) To make the payments calculated in accordance with Articles IV, V, VI, VIII and IX of this Plan.

(b) To provide him with a private office for his own personal use, so long as he is able to and desires to use it. It is contemplated that this will be the same office which the Partner has at his Retirement Time, but the Firm, in its discretion, may change it to suit the circumstances.

(c) To provide him with secretarial and other office services suitable for his activities in carrying out his obligations under Article II, for his participating in professional and public activities, including Bar Associations, and for his personal needs.

Section 2. Conditions of Firm's Obligation. The obligation of the Firm to make the payments provided in Articles IV, V, VIII and IX (excluding any payment provided in Article VI) is subject to the condition that such payments will, for federal income tax purposes, be excluded from the taxable income of the active Partners, or, if included in their taxable income, have the effect of a deduction.

ARTICLE IV

Retirement Income

Section 1. Participating Interest After Retirement Time. Subject to the provisions of Article V, after a Partner's Retirement Time, his Participating Interest shall be calculated in accordance with Section 2 of this Article IV, except that it shall not be more than the amount provided in Section 3, nor less than the amount provided in Section 4 of this Article IV, and shall be subject to adjustment as provided in Sections 5 and 6 of this Article IV, and, in any one year, may be adjusted as provided in Section 7 of this Article IV.

Section 2. Calculation of Retirement Income. The

Retirement Income of a particular Retired Partner shall be calculated as follows:

(a) The average of the highest dollar amount of that Partner's income from the Firm as a Partner (before deduction of the payments made by or on behalf of such Partner under the Firm Profit Sharing Plan, but after deduction of any amount received as an allocation pursuant to Section 8 of this Article IV) in five (5) of the last ten (10) years (or such lesser number of years as he has been a Partner) ending with the year in which his Retirement Time falls, shall be divided by the average dollar amount of the Net Profit of the Firm during those five (5) years (or such lesser number of years as he has been a Partner).

(b) The result of (a) above, stated as a percentage, shall be divided by four (4).

(c) The result of (b) above shall be the Participating Interest of that Partner, subject to the provisions of Sections 3, 4, 5 and 6 of this Article IV.

Section 3. Maximum Limit on Retirement Income. The

Participating Interest of any Retired Partner shall not:

(a) in any year after his Second Retirement Year exceed one-fourth (1/4) of the Participating Interest received in such year by the Partner having the highest Participation Interest; or

(b) in any year after his Third Retirement Year produce a ratio to the

Participating Interest of the Partner with the highest Participating Interest in excess of the Initial Ratio of the Participating Interest of such Retired Partner.

Section 4. Minimum Limit on Retirement Income. The Participating Interest of any Retired Partner shall not, in any year after his Retirement Time, be less than one-eighth (1/8) of the Participating Interest received in that year by the Partner having the highest Participating Interest.

Section 5. Admission of New Partners. The Participating Interest of a Retired Partner after his Retirement Time shall be subject to such pro rata adjustment as is made by all active Partners on account of the admission of new Partners.

Section 6. Reduction For Early Retirement. The Participating Interest of a Retired Partner calculated pursuant to Section 2 of this Article IV shall be subject to the following actuarial adjustments if the Retirement Time occurs before the calendar year in which the Partner attains the age of sixty-five (65):

<u>Percentage of Participating Interest Calculated Pursuant To Section 2 of this Article IV</u>	<u>Age of Partner During Year In Which Retirement Time Occurs</u>
78.14	62
84.60	63
91.84	64

Section 7. Limitation on Retirement Income. If in any year the aggregate amount of:

(a) Retirement Income payable to Retired Partners with respect to years subsequent to their Second Retirement Year;

(b) Retirement Income payable to Personal Representatives with respect to the year of death of a Retired Partner, provided such year of death is subsequent to the Second Retirement Year of such Retired Partner; and

(c) Death Benefits payable to Personal Representatives representing the last two annual payments specified in Section 13 of Article I;

exceeds twenty per cent (20%) of the Net Profit of the Firm for such year, such payments shall be reduced pro-rata so as to limit the aggregate amount of such payments to not more than twenty per cent (20%) of the Net Profit of the Firm for such year.

Section 8. Credit for Amounts Payable Under Firm

Profit Sharing Plan. The Retirement Income otherwise payable to a Retired Partner or the Personal Representatives of deceased Partners hereunder, commencing with the beginning of the fourth year following his Retirement Time, shall be reduced by an annual credit equal to the amount which would be payable annually under a straight life annuity (with monthly payments) if purchased with the funds accumulated by the Trustee of the Firm Profit Sharing Plan for the benefit of such Retired Partner, excluding funds and the income therefrom accumulated by the Trustee from voluntary contributions pursuant to Section 2.4 of such Plan (valued as of his Retirement Time as provided in such Plan), from an insurance company designated by the Firm from among the ten (10) largest insurance companies (in terms of total assets) doing business in the United States. In computing the credit, the age attained during the year in which the Retirement Time occurs, plus two (2) years, shall be used. In computing the credit applicable to Partners who do not survive to their Retirement Times, their interest in the Firm Profit Sharing Plan shall be valued as of December 31 of the year in which death occurs and their insurance age at their death, plus two (2) years,

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shall be used. The aggregate dollar amount of the reductions in payments by the Firm to Retired Partners or the Personal Representatives of deceased Partners achieved by such credits shall be allocated annually among active Partners (excluding Retired Partners and the Personal Representatives of deceased Partners) in proportion to their respective Participating Interests.

ARTICLE V

Phasing Into the Retirement
Participating Interest

Notwithstanding any other provision in this Plan, in his First Retirement Year a Partner's Participating Interest shall be three (3) times his Participating Interest calculated in accordance with Sections 2, 4, 5 and 6 of Article IV; and in his Second Retirement Year a Partner's Participating Interest shall be twice his Participating Interest calculated in accordance with Sections 2, 4, 5 and 6 of Article IV.

ARTICLE VI

Distribution of Capital

Within the calendar year following the Retirement Time of a particular Partner, the Firm shall pay to that Partner his Capital Account, if any, determined as of his Retirement Time. If a Partner dies before his Retirement Time, his Capital Account, if any, as of the end of the preceding calendar year, shall be paid within one year following his death. The Firm shall not charge to any Retired Partner any part of the cost of assets purchased after his Retirement Time and shall not charge to any deceased Partner any part of the cost of assets purchased during the calendar year in which his death occurs.

ARTICLE VII

Effect of Death of a Partner

Upon the death of any Partner, either active or retired, the Firm shall continue as a partnership among the surviving Partners. It shall be unnecessary to close the books and records of the Firm upon such event or to make or to attempt to make any segregation of assets, receivables, income, expenses or time records based thereon. The payments hereinafter provided to be made by the Firm to the Personal Representative

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of such deceased Partner shall constitute full payment for and satisfaction of all right, title and interest of such deceased Partner in the Firm or to its assets.

ARTICLE VIII

Payment of Share of a Partner
Who Dies After His Retirement Time

If a Partner dies after his Retirement Time, the Firm shall pay to his Personal Representative the distribution of capital provided in Article VI hereof, if that payment has not already been made to the Partner. If a Partner dies during the first four (4) calendar years after his Retirement Time, the Firm shall pay to his Personal Representative his Retirement Income to the end of the year in which death occurs plus his Partner's Death Benefit. If a Partner dies more than four (4) calendar years after his Retirement Time, his Personal Representative shall not be entitled to any payment from the Firm, except pursuant to Section 13 of Article I and the first sentence of this Article.

ARTICLE IX

Payment of Share of a Partner
Who Dies Before Retirement Time

Section 1. Payment of Share of Net Profit in Year of Death. If a Partner dies before his Retirement Time, then at the close of the calendar year in which he dies, a computation shall be made to determine the share of the Firm's Net Profit which such deceased Partner would have received, based upon his Participating Interest at the time of death, had he survived the full year. Such "full year" share of such Partner shall then be pro-rated on the basis which the portion of the year prior to his death bears to the entire calendar year. To the extent that such pro-rated share exceeds the total of the distributions made to such Partner during the year, such excess amount shall be paid by the Firm to the Personal Representative of such deceased Partner within thirty (30) days following the close of the calendar year. To the extent such pro-rated share is less than the total distributions made to such deceased Partner during the year, the amount of such deficiency shall be deducted from the payments hereinafter provided in Section 2 of this Article IX.

Section 2. Years Subsequent to the Year of Death.

If a Partner dies before his Retirement Time, the Firm shall pay to his Personal Representative his Partner's Death Benefit.

ARTICLE X

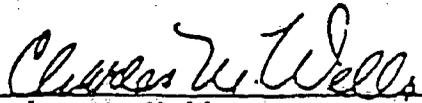
Miscellaneous

Section 1. New Partners. All Partners admitted to membership in the Firm on or after the effective date of this Plan shall, as a condition of their admission to partnership, agree to be bound by this Plan.

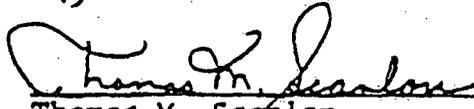
Section 2. Firm Profit Sharing Plan. The Firm has established a Firm Profit Sharing Plan. Partners agreeing to be bound by this Plan or subsequently becoming bound hereby consent to and agree to be bound by all the provisions of the Firm Profit Sharing Plan as it now exists or may hereafter be amended.

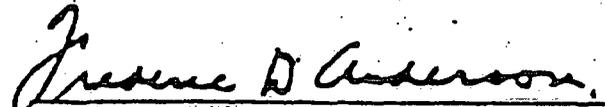
Section 3. Amendment. This Plan and the Firm Profit Sharing Plan may be amended by agreement of Partners (excluding Retired Partners) having percentage interests equal

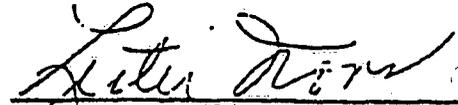
to two-thirds (2/3) of the Participating Interests held by such Partners, provided that no such amendment shall in any manner affect a Retired Partner unless his consent is obtained.

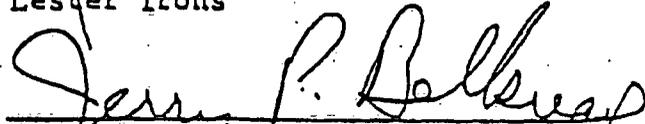

Charles M. Wells

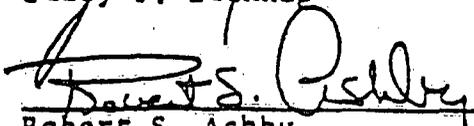

John H. Groves

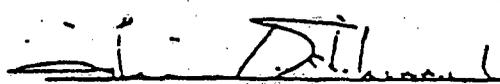

Thomas M. Scanlon

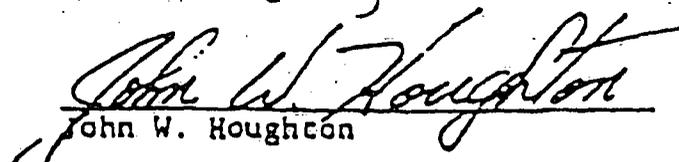

Frederic D. Anderson


Lester Irons


Jerry P. Belknap


Robert S. Ashby


Louis A. Highmark


John W. Houghton

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Lester M. Ponder
Lester M. Ponder

George J. Zazas
George J. Zazas

Raymond W. Gray, Jr.
Raymond W. Gray, Jr.

Howard J. Cofield
Howard J. Cofield

Eugene C. Miller, Jr.
Eugene C. Miller, Jr.

Richard E. Deer
Richard E. Deer

Robert E. Highfield
Robert E. Highfield

Henry J. Price
Henry J. Price

Herbert G. Snyder, Jr.
Herbert G. Snyder, Jr.

James A. McDermott
James A. McDermott

Shirley A. Shideler
Shirley A. Shideler

Robert H. Reynolds
Robert H. Reynolds

John D. Noland
John D. Noland

Charles E. Bruess
Charles E. Bruess

H. Kent Howard
H. Kent Howard

Robert P. Johnstone
Robert P. Johnstone

Tom C. Huston
Tom C. Huston

James A. Strain
James A. Strain

George H. Baker
George H. Baker

Toni S. Ax
Toni S. Ax

Bryan G. Tabler
Bryan G. Tabler

Daniel H. FitzGibbon
Daniel H. FitzGibbon

Stephen K. Smith
Stephen K. Smith

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Michael R. Fruenwald

Michael R. Fruenwald

Edward O. DeLaney

Edward O. DeLaney

Bruce R. Karr

Bruce R. Karr

Donald E. Knebel

Donald E. Knebel

Wayne C. Kreuscher

Wayne C. Kreuscher

