

Ex. 1

Ex A. to the Declaration of Eugene T. D'Ablemont (docket entry no. 43),
dated March 19, 2011

Section 501. Life Partners; Retired Life Partners; Retired Counsel

(a) Except as provided in paragraph (i) of Section 502 of this Agreement, each Partner shall become a Life Partner on the first day of the Fiscal Year following the Partner's sixty-ninth birthday. However, any Partner may elect to become a Life Partner effective as of the first day of any Fiscal Year following the Partner's sixtieth birthday, by giving written notice to the Partnership by the November 1 prior to the beginning of such Fiscal Year, in which event reference is made to paragraph (d) of Section 502 of this Agreement. Each Life Partner may continue to be active in the practice of the Partnership as the Life Partner prefers and shall be provided with office space and other services appropriate to the degree of that activity.

(b) A Partner may elect to become a Retired Life Partner in lieu of being a Life Partner. Such election shall be made on thirty days prior written notice to the Partnership, effective at any time on or after the first day of the Fiscal Year following the Partner's sixtieth birthday. A Retired Life Partner shall not be active in the practice of the Partnership and shall have no right to vote for the members of the Executive Committee pursuant to Section 302 of this Agreement but in all other respects shall have the same rights and obligations (including the right to receive sums under Sections 502 and 604 of this Agreement) as a Life Partner who has not retired.

(c) A Partner may elect to become Retired Counsel to the Partnership in lieu of being a Life Partner or Retired Life Partner. Such election shall be made on thirty days prior written notice to the Partnership, effective at any time on or after the first day of the Fiscal Year following the Partner's sixtieth birthday. Such Retired Counsel shall be entitled to receive sums under Sections 502 and 604 of this Agreement as if such Retired Counsel were a Life Partner.

(d) The term "Life Partner" shall be deemed to include a Retired Life Partner and Retired Counsel for purposes of the definitions of Average Partner Net Earnings and Partnership Net Earnings in Section 101 of this Agreement and for purposes of Sections 103, 104, 105(b), 301 and 502 of this Agreement.

(e) The Executive Committee may at any time determine that a Partner is disabled and that Partner shall thereupon, or upon any later date fixed in the determination, become a Retired Life Partner, with the rights and obligations provided for in paragraph (b) of this Section 501. However, such Partner may elect to become Retired Counsel to the Partnership, in which case such Partner shall have the status and rights provided for in paragraph (c) of this Section 501. The reduction in the payments to Life Partners provided for in paragraph (d) of Section 502 shall not be applicable to such a disabled Retired Life Partner or Retired Counsel.

Section 502. Payments to Life Partners

(a) For each Fiscal Year, the Partnership shall pay to each Life Partner an Annual Life Partner Payment in the amount provided in this Section 502 in twelve equal installments on the first business day of each calendar month. The Annual Life Partner Payment shall be \$85,500 for 1995, \$87,000 for 1996, \$88,500 for 1997 and \$90,000 for each year

thereafter, all subject to adjustment as hereafter set forth in this Section 502. Except as otherwise provided in paragraphs (e) and (h) of this Section 502, such Annual Life Partner Payments shall cease on the death of a Life Partner.

(b) The Annual Life Partner Payments provided for in paragraph (a) above shall be adjusted for each Partner entitled to receive such payments by multiplying the Annual Life Partner Payment which such Partner would be entitled to receive under paragraph (a) above by the percentage figure applicable to such Partner in accordance with the following table:

<u>The Average Of The Three Greatest Percentages Obtained When A Partner's Partner Earnings Are Divided By Average Partner Net Earnings In At Least Three Fiscal Years After 1979</u>	<u>Percentage of Annual Life Partner Payment</u>
60% or less	75%
more than 60% and less than 70%	80%
more than 70% and less than 80%	85%
more than 80% and less than 90%	90%
more than 90% and less than 100%	95%
more than 100% and less than 110%	100%
more than 110% and less than 120%	105%
more than 120% and less than 130%	110%
more than 130% and less than 140%	115%
more than 140% and less than 150%	120%
more than 150%	125%

The foregoing shall not apply to any Partner who was a Life Partner on January 1, 1995. Such Partners shall be governed by the corresponding provision in the Original Provisions.

Notwithstanding the foregoing, for any Partner who was 55 years of age or older on January 1, 1995 and not a Life Partner on such date, the percentage of Annual Life Partner Payment determined from the above table shall be not less than 100%.

(c) If a Partner (i) first became a Partner after January 1, 1995 or was less than 40 years of age on January 1, 1995, and (ii) shall have been a Partner for less than 20 years on the date when such Partner becomes a Life Partner, then the Annual Life Partner Payments which such Partner would otherwise be entitled to receive shall be further adjusted as follows: less than 10 years as a Partner, no Annual Life Partner Payments; 10 or more years as a Partner, 50% of the Annual Life Partner Payment to which such Partner would have otherwise been entitled under paragraphs (a) and (b) of this Section 502 plus 5% of the Annual Life Partner Payment for each full year as a Partner in excess of 10 years, up to a maximum of 10 additional years.

(d) A Partner may commence the receipt of the Annual Life Partner Payment to which such Partner is otherwise entitled, unreduced for age, upon his or her sixty-fifth birthday or thereafter, or sooner as provided in the immediately succeeding sentence. There shall be no reduction in the amount of a Partner's Annual Life Partner Payment by reason of such Partner having elected to become a Life Partner prior to his or her sixty-fifth birthday, unless, on the date when such Partner would first become entitled to receive Annual Life Partner Payments, the sum of (i) such Partner's age plus (ii) the total number of years for which the Partner shall have practiced law with the Partnership as a Partner shall be less than 85, in which event the Annual Life Partner Payment to which such Partner would otherwise be entitled under paragraphs (a), (b) and (c) of this Section 502 shall be reduced so that the total value of all Annual Life Partner Payments to be received by such Partner during such Partner's lifetime shall be equal to the total value of all Annual Life Partner Payments to which such Partner would have been entitled had such Partner not made such election. Reference is made to paragraph (f) below for method of computation.

(e) At any time not later than the date a Partner first becomes a Life Partner (or not later than September 30, 1995 in the case of any Partner who was a Life Partner on January 1, 1995) a Partner may by written notice to the Partnership referring to this paragraph (e), elect a surviving spouse option under which the Annual Life Partner Payment to which such Partner would otherwise be entitled is reduced as provided below and a portion (as selected by such Life Partner) of the amount of such reduced Annual Life Partner Payment is paid to such Partner's spouse if the spouse survives the Partner. Any such election may not be revoked. Such election shall be valid only with respect to a person who is the spouse of the Partner at the time of such election. In the event the Partner's spouse dies first or in the event the Partner and the spouse become divorced, the Partner shall continue to receive only the reduced Annual Life Partner Payment.

In the event of such election, the Annual Life Partner Payments otherwise payable to such Partner under paragraphs (a), (b), (c) and (d) of this Section 502 shall be reduced so that the total value of all such Annual Life Partner Payments projected to be received by such Partner and such spouse shall be equal to the total value of all such Annual Life Partner Payments projected to have been received by such Partner had such Partner not made such election. Reference is made to paragraph (f) below for method of computation.

(f) All valuations to be made under paragraphs (d) and (e) above shall be made as of the date on which such Partner first becomes a Life Partner (or October 1, 1995 under paragraph (e) in the case of a person who was a Life Partner on January 1, 1995) and such valuations shall be made by the Partnership's actuary using such discount rate and mortality tables as such actuary shall deem appropriate and taking into account the age of the Partner and the Partner's spouse, but not any other factual circumstances such as the particular health of such Partner or of his or her spouse.

(g) Notwithstanding anything in this Article Five to the contrary, the Executive Committee shall have the discretion under appropriate circumstances to grant compensation to a Life Partner in addition to the Annual Life Partner Payment to which such Life Partner is entitled for any Fiscal Year before the Fiscal Year in which the Life Partner's seventieth birthday occurs based on such Life Partner's contribution to the Partnership during

such Fiscal Year. Any compensation paid under this paragraph (g) shall not constitute payments to Life Partners for purposes of paragraph (h) of this Section 502.

(h) The aggregate Annual Life Partner Payments to Life Partners for any Fiscal Year shall not exceed four percent (4%) of Partnership Earnings for that Fiscal Year. Each of such Annual Life Partner Payments shall be reduced proportionally as necessary so that the aggregate of such Annual Life Partner Payments shall equal such four percent (4%) limit. In addition, no Annual Life Partner Payment for any Fiscal Year shall exceed fifty percent of Average Partner Net Earnings for that Fiscal Year. If for any Fiscal Year, both of the foregoing limitations would apply, the four percent (4%) limitation shall be applied first and then the 50% limitation shall be applied. If in the judgment of the Executive Committee, there is a substantial possibility that either or both of the limitations of this paragraph (h) will apply for any Fiscal Year, the Executive Committee may reduce the monthly payments otherwise payable as the Executive Committee may deem appropriate, with a final accounting to be made as soon as reasonably practicable after the end of the Fiscal Year.

If Annual Life Partner Payments to Life Partners are reduced for any Fiscal Year by reason of such 4% limit, then the amount of such reduction shall be paid to such Life Partners or a Former Partner's Successor In Interest during succeeding Fiscal Years to the extent (I) Annual Life Partner Payments for any such succeeding Fiscal Year and any amounts paid under this sentence do not exceed 4% of Partnership Earnings for such Fiscal Year, and (II) the aggregate amount paid to any Life Partner for such Fiscal Year does not exceed 50% of Average Partner Earnings in that Fiscal Year.

(i) In the case of any Partner, other than a Partner in his or her Transition Period or a Life Partner, who was 55 years of age or older on January 1, 1995, Sections 503 and 504 of the Original Provisions shall apply, in lieu of the above provisions of this Article Five, during and only during the Partner's Transition Period, except the four year Transition Period provided for in paragraph (a) of Section 503 of the Original Provisions shall not apply to any Partner who was less than 64 years of age on January 1, 1995, but instead the following Transition Periods shall apply to such Partners: three years in the case of any Partner who was 61 years of age or older on said date; two years in the case of any Partner who was over 59 but not 61 years of age on said date; and one year in the case of any Partner who was over 55 but not 59 years of age on said date. Notwithstanding the previous sentence, any Partner who was age sixty or older as of December 31, 1994 shall have an option, exercisable on or before August 31, 1995, to elect a four year Transition Period, as provided for in paragraph (a) of Section 503 of the Original Provisions, the first year of such Transition Period to commence January 1, 1996. A partner to whom this paragraph (i) applies shall become a Life Partner upon the expiration of the Partner's Transition Period. In determining the Transition Period compensation for a Partner who had an Earnings Allocation Percentage immediately preceding the Partner's Transition Period, his or her Annual Life Partner Payment for the purposes of the definition of Transition Period Base Percentage and the last sentence of Section 504 of the Original Provisions, but for no other purpose, shall be calculated without any reduction under paragraph (e) of this Section 502 and with any reduction under paragraphs (c) and (d) calculated on the basis of the age and years of practice for such Partner when his or her Annual Life Partner Payments are to begin. The Transition Period compensation for a Partner who did not have an Earnings Allocation Percentage immediately preceding the Partner's Transition Period shall be for each Fiscal Year

of his or her Transition Period an amount equal to a (I) the difference between such Partner's Partner Earnings for the Fiscal Year immediately preceding such Partner's Transition Period and the Annual Life Partner Payment to which the Partner will be entitled on the date he or she becomes a Life Partner (without any reduction, for such purposes only, under paragraph (e) of this Section 502 and with any reduction under paragraphs (c) and (d) *calculated on the basis of the age and years of practice for such Partner when his or her Annual Life Partner Payments are to begin*), multiplied by (II) a fraction the numerator of which is the number of years remaining in such Partner's Transition Period, and the denominator of which is the sum of one plus the number of years in such Partner's Transition Period at the beginning of such Transition Period.

(j) During a Partner's Transition Period such Partner has a primary responsibility to the Partnership to transfer responsibility for such Partner's clients to other Partners, although during his or her Transition Period a Partner may reduce the degree of the Partner's activity in the practice of the Partnership commensurate with the reduction in such Partner's compensation under Section 504 of the Original Provisions. In accordance with such responsibility, notwithstanding anything in this Article Five or the Original Provisions to the contrary, the Executive Committee shall, during January of each year, review the performance for the immediately preceding year of each Partner in his or her Transition Period. If, based upon such review, the Executive Committee determines that such Partner has not substantially adhered to his or her responsibilities as a Partner in his or her Transition Period, then the Executive Committee may, after consultation with such Partner, adjust such Partner's compensation for the year in which such review occurs, by effecting a reduction of such Partner's Earnings Allocation Percentage or stipulated payment. Any adjustment shall be in addition to the Earnings Allocation Percentage or stipulated payment adjustment reduction mandated for such year for such Partner in his or her Transition Period, by this Article Five or the Original Provisions.

(k) The Executive Committee shall study the advisability of funding, as soon as reasonably practicable, the payments provided for in this Article Five.

(l) The Executive Committee shall review the provisions of this Article Five at not less than four year intervals, particularly in light of the Partnership's Distributable Net Earnings, Average Partner Earnings, the overall financial condition of the Partnership and the rate of inflation, and recommend to the Partners such changes as are equitable and desirable.

(m) Notwithstanding anything in this Article Five or the Original Provisions to the contrary, if the provisions of this Article Five are not approved by a majority of all those Partners who on January 1, 1995 are in their Transition Period or Life Partners, then Article Five of the Original Provisions shall continue to apply to all such Partners, except that pursuant to paragraph (c) of Section 502 of the Original Provisions future increases to the Basic Annual Life Partner Payment are eliminated and the Basic Annual Life Partner Payment for the 1995 and subsequent Fiscal Years shall be \$82,564.

ARTICLE SIX

ADMISSION, EXCLUSION, WITHDRAWAL.