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Chicago, IL 60601-3200
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December 18, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Reply to Data Request -- Application of Accenture LLP for Electric Generation Supplier License, Docket No. A-2014-2428714

Dear Ms. Chiavetta:

Attached please find the reply of Accenture LLP to the Data Request received November 24, 2014 in connection with our application for a Pennsylvania Electric Generation Supplier License.

Please feel free to contact me at email: stephen.d.spears@accenture.com or phone: 312.693.4660 if there are any questions or further required information. Thank you very much for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen D. Spears".

Stephen D. Spears
Senior Offerings Counsel
Accenture LLP

cc: Stephen Jakab, Pennsylvania Public Utility Commission

RECEIVED

DEC 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

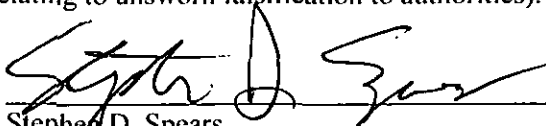
Docket No. A-2014-2428714

Accenture, LLP
Reply to Data Request

Responding to the Data Request received on November 24, 2014 (copy attached):

Attached as Exhibit A is a copy of the 1995 Illinois partnership agreement of Andersen Consulting LLP, and attached as Exhibit B is a copy of the Illinois certificate confirming the change of name from Andersen Consulting LLP to Accenture LLP dating from January 2, 2001.

I, Stephen D. Spears, Senior Offerings Counsel for Accenture LLP, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Stephen D. Spears

12/18/14

Date

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SECRETARY'S BUREAU

ATTACHMENT A

1995 AC PARTNERSHIP AGREEMENT

RECEIVED

ANDERSEN CONSULTING LLP

(a general partnership organized and existing
as a registered limited liability partnership
under the laws of the State of Illinois)

DEC 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PARTNERSHIP AGREEMENT
AS AMENDED AND RESTATED EFFECTIVE September 1, 1995

The undersigned, in consideration of the mutual agreements herein contained, hereby agree as follows:

ARTICLE 1

CONTINUATION OF PARTNERSHIP

This Partnership was originally organized under the laws of the State of Louisiana and, prior to September 1, 1989, was engaged in the management information consulting practice, public accounting and related areas. Since September 1, 1989 the undersigned have continued to carry on the practice of professional services (but not public accounting) as a partnership governed by and existing under the laws of the State of Illinois, in such place or places in the United States and elsewhere as may be permitted by law and determined by the partners. The undersigned hereby elect, effective as of the date hereof and upon the requisite filing with the Secretary of State of the State of Illinois to become and continue as a form of general partnership known as a registered limited liability partnership in accordance with the Illinois Uniform Partnership Act. The partnership shall continue until terminated or dissolved in the manner herein provided in Article 32. This agreement supersedes the Partnership Agreement amended and restated effective September 1, 1994.

ARTICLE 2

FIRM NAME

The Firm has previously been known as "Andersen Consulting." In connection with the Firm's election to be organized as a registered limited liability partnership, effective as of the date hereof and simultaneously with such registration, the Firm name shall be "Andersen Consulting LLP." In the event that for any reason under the laws of any jurisdiction the Firm is not permitted to operate under the name "Andersen Consulting LLP," the Firm may operate under any other name including "Andersen Consulting" as may be determined by the Administrative Board. The Firm name shall not be sold or disposed of so long as the Firm continues in existence. In the event of the resignation, removal, retirement or death of any of the partners during the term of the Firm, the resigned, removed, retired or deceased partner shall have no interest in the Firm name or any variation thereof and shall have no right to

receive any payment therefor. No resigned, removed or retired partner shall at any time use the Firm name or any variation thereof.

ARTICLE 3

DEFINITIONS

Where used herein, or in any amendment hereto, the following terms shall, unless the context requires otherwise, have the following meanings, respectively:

(A) Accounting Method

The books of account of the Firm shall continue to be kept on the cash receipts and disbursements method of accounting, which is a basis acceptable for income tax purposes and shall constitute the regular accounting method of the Firm.

(B) Administrator

The term "Administrator" means the chief executive of the Firm.

(C) Affiliated Firm

The term "Affiliated Firm" means any Member Firm or firm which is deemed by Andersen, S.C. to be an Affiliated Firm.

(D) Andersen, S.C.

The term "Andersen, S.C." means Arthur Andersen & Co., Société Coopérative organized under the laws of the Swiss Confederation to carry out the correlation and coordination of the professional practices of its Member Firms and the term includes any entities directly or indirectly owned by Andersen, S.C. (including any financing subsidiary).

(E) Entity Partner

The term "Entity Partner" means a person (other than an individual) or firm that has been elected as such in accordance with the terms of this agreement.

(F) Firm

The term "Firm" means this partnership.

(G) Fiscal Year

Subject to the right of partners holding at least two-thirds (2/3) of all votes outstanding to change to another fiscal period, the term "fiscal year" shall mean the 12-month period beginning September 1 of each calendar year and ending August 31 in the succeeding calendar year.

(H) Member Firm

The term "Member Firm" means any firm which has entered into a Member Firm Interfirm Agreement or is deemed by Andersen S.C. to be a Member Firm.

(I) Member Firm Interfirm Agreement

The term "Member Firm Interfirm Agreement" means the agreement made between Andersen, S.C. and the Firm, as amended from time to time, a copy of which is attached hereto as Appendix A.

(J) Partners

The partners of the Firm shall consist of (1) all the undersigned, plus (2) such individuals, other persons or firms as may from time to time hereafter be elected as Units Partners or Entity Partners as hereinafter provided, minus (3) those present and future partners who hereafter may resign, be removed, retire or die. An "inactive partner" shall refer to a partner on inactive status pursuant to Article 17.

(K) Personal Representative

The term "personal representative" means the executor, administrator or other person or entity having charge of the estate of a decedent. It also includes heirs, legatees, trustees, conservators and guardians entitled under applicable law to share in that portion of a decedent's estate represented by an interest in the Firm. No such person is or shall be a partner by virtue of his status as a personal representative.

(L) Surviving Spouse

The term "surviving spouse" means the one individual to whom a Units Partner is lawfully married on the date of the Units Partner's death and, if said Units Partner is retired on said date, to whom the Units Partner was also married on the date of the Units Partner's retirement.

(M) Units

The term "Units" means units-of-participation granted under Paragraph (A) of Article 7.

(N) Units Partner

The term "Units Partner" means an individual who has been elected as such in accordance with the terms of this agreement.

(O) Votes Outstanding and Units Votes Outstanding

The term "votes outstanding" means all votes held by all partners at the relevant time and the term "units votes outstanding" means all votes held by all Units Partners at the relevant time.

ARTICLE 4

PRINCIPLES IN ESTABLISHING THE CAPITAL STRUCTURE OF THE FIRM

The following principles will be observed in establishing the capital structure of the Firm on a sound business basis:

- (1) The Firm's aggregate capital requirements will be determined on a conservative basis to provide sufficient capital to finance current operations and to facilitate the future growth of the Firm.
- (2) It is the responsibility of current partners to finance the Firm's operations.
- (3) In general, the Firm's aggregate capital shall be primarily comprised of (i) partners' equity capital which shall include both paid-in capital and the cumulative excess of pro forma income over cash income, including such excess not allocated to partners, but retained for specific partnership purposes and (ii) cash earnings temporarily retained. Total indebtedness for borrowed money (in addition to nonrecourse mortgages relating to real property) may be utilized, as of the time arranged, in amounts not to exceed (except as approved by the partners) approximately sixty percent (60%) of aggregate capital (as such term is defined above), as reflected in the most recent monthly combined financial statements of the Arthur Andersen Worldwide Organization, provided that such financing is available on sound terms. Arrangements for refinancing should be completed as needed so that the operations of the Firm will not be restricted or adversely affected.
- (4) Additional paid-in capital may be required from time to time to cover inflation or changes in operations.

(5) To the extent set forth in Article 7 and in Paragraph (E) of Article 18, interest will be provided on the paid-in capital of each partner and on the balance, if any, in the *pro forma capital account of each partner and former partner.*

ARTICLE 5

ORGANIZATION PLAN

(A) Management of the Firm

(1) The Firm shall be administered by an Administrator together with an Administrative Board, consisting of not less than three (3) nor more than six (6) Units Partners (other than the inactive partners) including the Administrator.

(2) The Administrator shall be elected by the Administrative Board and ratified by the affirmative vote of partners holdings at least a majority of all votes outstanding. The ratification shall be by secret ballot. It is hereby acknowledged that John T. Kelly is the Administrator as of the effective date of this agreement and it is hereby agreed that, for the purposes hereof, he shall be deemed to have been elected for a term ending August 31, 1997.

(3) The Administrator shall be elected for a specified term ending approximately four (4) years from the date of election but the term of office of an Administrator shall not end until his successor has been duly ratified by the partners (other than the inactive partners), except upon the resignation, retirement, removal (by the affirmative vote of partners holding at least a majority of all votes outstanding, notice of which has been given to Andersen, S.C. under the provisions of the Member Firm Interfirm Agreement), incapacity (as determined by the Administrative Board) or death of an Administrator.

(4) The Administrator shall have the general authority to administer the Firm's affairs and shall exercise all powers not specifically reserved to the Administrative Board or the partners herein. In particular, and without limiting the generality of the foregoing, the Administrator:

- (a) shall report from time to time (but not less than annually) to the partners as to all matters relating to the Firm;
- (b) shall preside at all meetings of the partners and the Administrative Board at which he is present;
- (c) shall be authorized to sign the Member Firm Interfirm Agreement and/or any amendments thereto;
- (d) shall execute all documents required to be executed on behalf of the Firm;

(e) shall execute on behalf of himself and all other partners all elections or other actions required to be made or taken by the partnership or all members of the partnership under the laws of any country in which the Firm is operating from time to time;

(f) may delegate the signing authority provided in clauses (d), (e) and (i) of this subparagraph (4) to any other partner or to other authorized individual;

(g) shall, unless otherwise specifically provided, determine the time and manner of any payments to be made pursuant to Article 10, 11, 12 or 13;

(h) may, if he believes it to be in the best interests of the Firm, authorize the acceleration of any payments to be made with respect to any resigned, removed, retired or deceased partner pursuant to the provisions of Article 10, 11, 12 or 13;

(i) may enter into any such transactions with the Firm's bankers or lenders or other third parties on behalf of the Firm as he may deem appropriate including, without limiting the generality of the foregoing, the borrowing of money and undertaking of obligations; the granting of loan and performance guarantees in respect of any Member Firm or Affiliated Firm or any related or affiliated entity; the providing of security to the Firm's bankers or lenders or other third parties; the drawing, accepting, signing, making, endorsing, negotiating and disposing of any bills of exchange, checks, promissory notes and similar documents; and the designation of persons authorized to sign checks or other banking documents on behalf of the Firm, and in respect of which transactions all of the partners shall be jointly and severally liable except as otherwise specifically provided or as recourse to individual partners shall have been limited;

(j) may appoint a Committee on Professional Standards to assist in developing recommendations for policies of the Firm in the area of professional standards; and

(k) shall exercise such other powers as are specifically allocated to him in this agreement or delegated to him by the partners, any of which powers may be delegated by him to any partner of the Firm.

(5) The Administrative Board may elect a Units Partner (other than an inactive partner) as Acting Administrator. He shall serve until his successor shall have been elected by the Administrative Board or until a new Administrator shall have been ratified by the partners. Any Units Partner (other than an inactive partner) shall be eligible for election as Acting Administrator. In the event of the resignation, removal, retirement, death or incapacity of the incumbent Administrator, the Acting Administrator shall act as Administrator and shall have all the authority and responsibilities of the Administrator. At or prior to the next annual partners' meeting, the name of the individual elected by the Administrative Board as the new

Administrator will be submitted to the partners for ratification by the affirmative vote of partners holding at least a majority of all votes outstanding.

(6) Members of the Administrative Board other than the Administrator shall be elected by the Administrative Board and ratified by the partners under the same procedures provided in subparagraph (2), and the provisions of subparagraph (3) applicable to the Administrator shall apply equally to them except that such members shall be elected for a specified term ending approximately two (2) years from the date of election. In addition to such powers as the Administrative Board may be granted herein, they shall exercise such powers, individually or as members of the Administrative Board, as may be granted to them by the partners.

(B) *Matters Reserved to the Partners*

The following matters are reserved to the partners and shall require approval of partners holding at least a majority of all votes outstanding (unless a higher or lower percentage is indicated in other articles of this agreement):

- (1) The election or removal of the Administrator;
- (2) The election or removal of other members of the Administrative Board;
- (3) The dissolution of the Firm;
- (4) The admission or removal of partners;
- (5) The determination of the interests of the respective partners in the paid-in capital and net income or loss, or increases or decreases in the aggregate Firm paid-in capital; and
- (6) Any other matters which the partners may reserve to themselves at any meeting.

(C) *Meetings of the Partners*

A meeting of the partners shall be held annually. Every partner (other than an inactive partner) shall have the right to attend each such annual meeting, but the Administrator or his delegate may designate which partners partially on a rotating basis, are expected to attend at Firm expense. No action shall be taken at an annual meeting of the partners affecting matters which require an affirmative vote of partners holding two-thirds (2/3) or more of all votes outstanding to become effective without allowing partners (other than the inactive partners) not in attendance at the meeting the opportunity to vote by mail or otherwise.

In addition, special meetings of the partners may be called at any time. Any such special meeting may be called by the Administrator or partners holding at least one-fourth (1/4) of all votes outstanding. Written notice of the time, date and place of each such meeting shall be given every partner (other than an inactive partner) by personal delivery or by sending it by

mail, telex, telegram, cable, electronic or facsimile transmission at least five (5) days prior to the date of the meeting. If such a special meeting is called, all partners (other than the inactive partners) shall be invited to attend.

(D) General

The foregoing plan will not vest in the Administrator, the Acting Administrator (if any), the Administrative Board or any member of the Board any rights which belong to the partners. However, the Administrative Board shall make recommendations to the partners on all such matters.

ARTICLE 6

ELECTION OF PARTNERS

New Units Partners and Entity Partners may be elected from time to time by agreement of partners holding at least eighty percent (80%) of all units votes outstanding. Before the membership of such a partner in the Firm shall become effective, he or it shall (a) agree to contribute to the capital of the Firm in the amount and manner which shall have been determined by the partners and (b) signify his or its agreement to this partnership agreement by signing the same, or a duplicate copy hereof, or otherwise in writing agree to be bound by this agreement.

ARTICLE 7

PARTNER'S INTEREST IN FIRM CAPITAL AND NET INCOME

(A) Except as otherwise stated herein, the interest of each Units Partner (other than an inactive partner) of the Firm in its net income and the obligation of any Units Partner to meet its net losses, if any, shall be proportionate to the number of Units granted to each such partner by the Firm. The relative interests of any Units Partner in the Firm's net income in any accounting year from which net income has not been fully distributed may be determined, or changed, at any time by affirmative vote of Units Partners holding at least two-thirds (2/3) of all units votes outstanding at any annual or special meeting or cast by written instrument delivered or sent by mail, telex, telegram, cable, electronic or facsimile transmission.

(B) An Entity Partner shall be entitled of such share of a first tranche of net income (which charge shall be a first charge on the net income of the Firm) and such variable income participation, if any, as determined and modified by the Administrator from time to time. The partners shall vote annually in arrears on the allocations of the net income of the Firm between the Units Partners as a group and the Entity Partners as a group which allocation shall be decided by a majority of all votes outstanding.

(C) The amount to be contributed to paid-in capital (comprised of fixed and variable capital of Units Partners and fixed capital of Entity Partners) and the relative interests of any partner in such paid-in capital shall be determined by the Administrator, with the approval of the Administrative Board from time to time. The fixed capital contribution of each partner shall be set forth in Appendix B. In the event of an increase in paid-in capital required of any partner by the Administrator, such amount shall be provided in accordance with instructions given in connection therewith.

(D) Contributions by any partner of paid-in capital shall be made in cash in accordance with instructions given by the Administrator. The Administrator may accept the note or notes of such partner, secured or unsecured, for any amounts due for paid-in capital, dated as of the date the payment was due, and such note or notes shall bear interest, payable at such time and at such rate per annum as determined by the Administrator from time to time.

The unpaid portion of any amount to be contributed to paid-in capital shall not be considered as paid-in capital and shall not accrue interest as provided in the following paragraph.

Interest shall be computed daily, but compounded annually on the paid-in capital balance of each partner (which balance shall not include the unpaid portion of any amount to be contributed to paid-in capital). If not paid in the manner permitted in subparagraph (7) of Paragraph (B) of Article 9, such interest shall be added to each partner's pro forma capital balance at the end of each fiscal year (or, in the case of a pro forma capital balance which is to be completely paid out prior to the end of a fiscal year, such interest shall be added to such partner's pro forma capital balance and distributed with the final payment of the remaining amount of such balance). The per annum rate of interest and manner of payment, as determined at least annually by the Administrator, shall be approved by the Administrative Board and the rates of interest payable to different classes of partners may differ.

ARTICLE 8

VOLUNTARY REDUCTION OF CAPITAL

(A) Any Units Partner, upon the recommendation of the Administrator and with the approval of the Administrative Board, may voluntarily reduce his Units and his corresponding paid-in capital in the Firm. Such reduction may be initiated by a written declaration by such partner mailed or delivered to the Administrator, as to his wishes with respect to such capital reduction, and stipulating the effective date.

(B) The amount owing to a partner by reason of a reduction in Units and paid-in capital made in accordance with the provisions of Paragraph (A) of this Article 8 shall be determined and that amount less any amount owed to the Firm by that partner shall be paid within sixty (60) days following the effective date of the reduction in capital. However, if in the discretion of the Administrator the financial needs of the Firm will not permit prompt payment of all or a part of the amount due, then, within such sixty (60) days, in discharge of any unpaid balance, there shall be delivered to such partner the promissory note of the Firm, dated as of the

effective date of the reduction in capital, bearing interest after such date, payable quarterly, at a rate per annum equal to one-half of one percent (1/2 of 1%) in excess of the prime rate announced by the Harris Trust and Savings Bank of Chicago, Illinois, as of the first (1st) day of each month for all or a part of which interest shall accrue, and maturing one (1) year after the effective date of the reduction in capital. In the discretion of the Administrator, in lieu of one (1) note, there may be issued two (2) or more notes, but not more than five (5), each maturing on or before consecutive annual dates commencing one (1) year after the effective date of the reduction in capital, each approximately equal in amount, and in all other respects containing the provisions recited in the preceding sentence.

ARTICLE 9

NET INCOME OR LOSS

(A) Determination of Net Income or Loss

The net income or the net loss of the Firm for each fiscal year shall be determined as soon as practicable after the close thereof, and at such other times as the partners may deem advisable, and such determination, when approved by the Administrative Board, shall be binding on all partners and on all other persons or estates who, under the provisions of this agreement or otherwise, may have any interest in the amount thereof.

In any instance in which a partner or other person is entitled under this agreement to a share of net income or is chargeable with a share of net loss for a period less than an entire fiscal year, such share shall be that proportionate amount of the net income or net loss for the full fiscal year which the number of months in such period bears to the number of months in such fiscal year. The term "month" as used herein with respect to sharing in net income or loss shall mean one-twelfth (1/12) of a fiscal year when such year consists of twelve (12) months; when it consists of less, appropriate proration shall be made.

(B) Sharing Net Income

Each (1) partner, (2) personal representative of a deceased partner, (3) beneficiary designated pursuant to Article 14, (4) resigned, removed or retired partner and (5) individual or estate designated in Articles 18 and 19 shall share in the net income of the Firm in proportion to the number of Units held by the partner during his period of participation, or by way of a share of a first tranche of net income and any variable income participation, or as otherwise provided in this agreement, except that:

- (1) In the case of the United States citizen partners located outside the United States on international assignments, the Administrator, with the approval of the Administrative Board, is authorized to make such other income arrangements as he deems desirable and appropriate; and

(2) In the event that the cash basis net income of the Firm allocable on a Units basis for any year exceeds the pro forma accrual basis net income (after charges, if any, for the items set forth in Paragraphs (D) and (E) of Article 18) for such year allocable on a units-of-participation basis, such excess shall be allocated and distributed pro rata (other than to those partners whose share of net income is determined under subparagraph (1) of Paragraph (B) of this Article 9) to those (i) partners with positive balances in their pro forma capital accounts and (ii) former partners (including any personal representative of a deceased partner or beneficiary designated pursuant to Article 14) who, at the time of the additional distribution, have balances remaining to be paid under Article 18 (except that such additional distributions shall not be made, to the extent possible as determined by the Administrator, to such former partners who, at the time of retirement shall have made an irrevocable election to have their entire Article 18 balances paid either in a lump sum within one (1) year from the date of their respective retirement or paid in installments at least ratably over ten (10) years, or such shorter period as the Administrator shall determine, starting with the year after their respective retirement) and any such distributions shall be in proportion to such balances and shall reduce such balances by the amounts distributed. In the event that the Administrator decides it would be appropriate to vary the allocation of net income to partners, such allocation shall be varied in such manner as shall be considered to be just and equitable as determined by the Administrator; and

(3) The Administrator, with the approval of the Administrative Board, may from time to time (a) establish the conditions upon which any portion of a partner's interest in the amount specified opposite his name in the first (1st) column of Appendix C may be distributed to a partner in reduction of payments upon retirement provided in Article 18, and (b) determine, in an exceptional case, that it is in the best interest of the Firm and equitable under the circumstances of the particular case to grant amounts in excess of those to which a partner is otherwise entitled under this agreement as an additional separation allowance with respect to such partner's resignation, removal or retirement; and

(4) Any Units Partner who has been designated as a Disabled Partner by the Administrator in accordance with Firm policy shall be allocated such share of Firm net income as is determined under the policy statement in effect from time to time during the continuance of such status; and

(5) Any contribution made by the Firm on behalf of a Units Partner to the Arthur Andersen & Co., Société Coopérative, United States Partners' Profit Sharing Plan described in Paragraph (F) of Article 12 shall be allocated to such partner; and

(6) A share of Firm net income may be allocated to pay interest on a partner's paid-in capital (determined as provided in Paragraph (C) of Article 7) and on a partner's pro forma capital balance (determined as provided in Paragraph (E) of Article 18).

Any such exceptional payments or reductions shall be charged against or added to net income for the fiscal year in which paid before a determination of net income or loss allocable on a

Units basis is made in accordance with the provisions of this Article 9, but no such exceptional payments shall exceed the net income for the fiscal year except in the case of payments made under the provisions of subparagraphs (1) and (3)(b) of Paragraph (B) of this Article 9. Any exceptional payments or reductions shall be added to or deducted from the net income allocable on a Units basis to the respective partners to whom such adjustments apply.

(C) Distributions of Net Income

Partners shall have the right to draw against anticipated net income of the fiscal year in monthly installments in accordance with the plan and procedure recommended by the Administrator and approved by the Administrative Board. Such plan and procedure may be changed from time to time upon the recommendation of the Administrator and approval by the Administrative Board.

Each partner's proportionate share in the net income of the Firm for any fiscal year, after taking into account previous drawings and other distributions, shall be distributed to him in accordance with the plan and procedure recommended by the Administrator and approved by the Administrative Board. Whenever total distributions to any person shall exceed his proportionate share of net income, the excess shall be repaid to the Firm upon demand.

(D) Sharing Net Losses

Subject to the provisions of Paragraph (A) of this Article 9, and except as otherwise modified, in the case of United States citizen partners located outside the United States or in the case of inactive partners, by the terms of other income arrangements made under Paragraph (B) of this Article 9, if for any fiscal year the Firm suffers a net loss, such net loss shall be charged, in the ratio of their Units, to all individuals who at any time during such fiscal year were Units Partners, including any Units Partners who may have resigned, been removed, retired or died during the fiscal year. However, net losses shall not be charged against:

- (1) Any resigned, removed or retired Units Partner for the period following the effective date of resignation, removal or retirement;
- (2) The estate or personal representative of any deceased Units Partner for the period following the end of the month in which death occurs; or
- (3) Any Units Partner who has been designated a Disabled Partner in accordance with Paragraph (B) of Article 34 for the period following the cessation of his participation in the net income or net losses of the Firm on a Units basis so long as such status of Disabled Partner continues.
- (4) Any Entity Partner beyond the amount of its paid-in-capital (as from time to time set forth in Appendix B).

Within forty-five (45) days after a determination is made of the amount of a net loss for a fiscal year, (other than a determination upon dissolution of the Firm that the liabilities of the Firm

exceed its assets), the Units Partners and other persons and estates who under the preceding paragraph are chargeable with such net loss shall contribute their respective shares determined under the preceding paragraph.

If upon the dissolution of the Firm, the liabilities of the Firm exceed its assets, then the Units Partners and other persons and estates who are chargeable with net losses under the first paragraph of this Paragraph (D) shall contribute their respective shares, determined in the same manner as provided in the first paragraph of this Paragraph (D), to satisfy such net liabilities; provided, however, the Units Partners and such other persons and estates shall not be required to contribute from their personal assets to any net liabilities upon dissolution of the Firm to the extent such net liabilities in whole or in part are caused by or result from debts or obligations for which the partners of the Firm generally, according to the provisions of the Illinois Uniform Partnership Act applicable to registered limited liability partnerships, are not personally liable.

ARTICLE 10

RESIGNATION

(A) A partner may resign from the Firm after giving at least ninety (90) days prior written notice to the Administrator stating his or its reasons therefor in order that the partners may make orderly plans in anticipation of such resignation. The Administrator may reduce or waive the required notice. In addition, a partner shall be deemed to have resigned upon the occurrence of events as specified in Paragraph (A) of Article 27, Paragraph (C) of Article 30 or in Article 38. The Administrator will be responsible for notifying the other partners in the event of any resignation.

Subject to other applicable provisions of this agreement, a resignation by the giving of written notice by the resigning partner shall be effective on the date stated therein (which date shall not be earlier than the date of the giving of the written notice) unless the Administrator and the partner involved agree upon an earlier or later effective date.

(B) Except as otherwise provided in Article 26, a Units Partner who resigns shall receive the amounts, if any, to which he or it is entitled under the provisions of Article 16, and will also receive the amounts, if any, to which he would have been entitled under the provisions of Articles 18 and 19 if he had retired on the effective date of his resignation, provided that the basic retirement benefit set forth in Article 19 shall apply, in the case of a resigned partner, only to a Units Partner (other than an inactive partner) who resigns after having attained age fifty (50) and who is eligible for such benefit, and, in the event payment thereof is accelerated, there shall be applied both (i) the early commencement factor set forth in Appendix D and (ii) the appropriate lump-sum factor set forth in Appendix E-2.

(C) If the resignation of a partner is prompted by a request of the Administrator that he or it resign, or if the resignation of a Units Partner is in connection with future employment by a client, or if for other reasons the Administrator determines in his sole discretion that it is desirable to accelerate the liquidation of such partner's interest, the Administrator may

accelerate the payment of all amounts remaining payable to such partner under any provision of this agreement. In such case, his or its share of the net income (including Unit-based income or variable profit participation, if any) or loss of the Firm for that portion of the current fiscal year which is prior to the effective date of his or its resignation, determined in accordance with Article 7, shall be based upon the most current estimated net income or loss of the Firm for the current fiscal year as determined by the Administrator. Such partner's share of the net income of the Firm to the extent provided in Paragraph (B) of this Article 10 shall also be determined at the effective date of his resignation.

(D) The time and manner of payment of the benefits described in Paragraphs (B) and (C) of this Article 10 shall be determined by the Administrator.

ARTICLE 11

REMOVAL OF PARTNERS

(A) Any partner may be removed from partnership in the Firm with or without cause by written decision of partners holding at least two-thirds (2/3) of all votes outstanding. Written notice of such removal must be given to such partner stating the date upon which such removal shall thereafter become effective. On and from the date so fixed, such removed partner shall cease to be a partner in the Firm, and shall be deemed to be a removed partner and shall have no right, title or interest in the Firm except as set forth in this agreement.

(B) Except as otherwise provided in Article 26, a partner who is removed shall receive the amounts, if any, to which he or it is entitled under the provisions of Article 16, and will also receive the amounts, if any, to which he would have been entitled under the provisions of Articles 18 and 19 if he had retired on the effective date of his removal, provided that the basic retirement benefit set forth in Article 19 shall apply, in the case of a removed Units Partner, only to a Units Partner (other than an inactive partner) who is removed after having attained age fifty (50) and who is eligible for such benefit, and, in the event payment thereof is accelerated, there shall be applied both (i) the early commencement factor set forth in Appendix D and (ii) the appropriate lump-sum factor set forth in Appendix E-2.

(C) If the Administrator determines in his sole discretion that it is desirable to accelerate the liquidation of a removed partner's interest, the Administrator may accelerate the payment of all amounts remaining payable to such partner under any provision of this agreement. In such case, his or its share of the net income, including Unit-based income or variable profit participation, if any, or loss of the Firm for that portion of the current fiscal year which is prior to the effective date of his or its removal, determined in accordance with Article 7, shall be based upon the most current estimated net income or loss of the Firm for the current fiscal year as determined by the Administrator. Such partner's share of the net income of the Firm to the extent provided in Paragraph (B) of this Article 11 shall also be determined at the effective date of his or its removal.

(D) The time and manner of payment of the benefits described in Paragraphs (B) and (C) of this Article 11 shall be determined by the Administrator.

ARTICLE 12

RETIREMENT

(A) A partner (other than an Entity Partner) may retire from the Firm after giving at least ninety (90) days prior written notice to the Administrator stating reasons therefor in order that the partners may make orderly plans in anticipation of such retirement. The Administrator may reduce or waive the required notice. Unless a partner shall have given such notice to be effective prior to July 1 following his sixty-second (62nd) birthday, then he shall automatically become a retired partner at the close of business on the June 30 immediately preceding said July 1; provided, however, in the case of partners (other than Entity Partners) reaching age sixty-two (62) on or after September 1, 2000, unless such partner shall have given such notice to be effective prior to the end of the month in which he reaches age sixty-two (62), then he shall automatically become a retired partner at the close of business on the last day of the month in which he reaches age sixty-two (62) (in either case, as relevant, the "mandatory retirement date").

(B) (1) Every partner, prior to the time of becoming a resigned or removed partner, shall have the right to elect to become a retired partner by giving notice in writing to the Administrator prior to the proposed effective date of retirement, provided that the proposed retirement:

(a) Is occasioned by ill health, incapacity or disability of such partner as determined by the Administrator, or

(b) Occurs after such partner has attained the age of fifty (50) years.

(2) With the approval of the Administrator, a Units Partner (other than an inactive partner) who has completed at least ten (10) years of consecutive service as a Units Partner, as determined by the Administrative Board, may retire at any time on or after his fifty-sixth (56th) birthday by giving prior notice and may be entitled to receive additional retirement compensation in such amounts and in such manner as approved by the Administrative Board.

(3) In addition to the restriction of Article 26, while a retired Units Partner is receiving periodic payment of any benefits other than the basic retirement benefit as provided in Article 19, he will not engage in any other business or accept any employment that conflicts with the interests of the Firm. The question of possible conflict shall be determined by the Administrative Board.

(4) Notwithstanding his actual age upon early retirement, a Units Partner (other than an inactive partner) may be deemed, for all purposes with respect to the basic

retirement benefit provided by Article 19, to have attained the age of sixty-two (62) years in the month immediately preceding the effective date of his retirement if (1) his retirement is occasioned by ill health, incapacity or disability as determined by the Administrator, and (2) the Administrator, with the approval of the Administrative Board, determines that such treatment is appropriate under the circumstances of his particular case.

(C) A retired Units Partner ceases to be a partner at the close of business on the effective date of his retirement, which shall be the date stated in the notice mentioned in Paragraph (A) or (B) of this Article 12 (which date shall not be earlier than the date of the giving of such written notice) but not later than the close of business on the mandatory retirement date referred to in Paragraph (A).

(D) Upon retirement a partner shall receive his paid-in capital as provided in Article 16, and, if the partner is a Units Partner, the amounts provided in Article 18 and lifetime payments as provided in Article 19 (subject to the condition therein). In addition, any Units Partner will be entitled to the benefits provided under the tax-qualified profit sharing and retirement plans of the Firm (or an Affiliated Firm), subject to the terms and conditions of such plans.

(E) A retired Units Partner, while receiving or entitled to receive periodic payments of any benefits, shall notify the Administrator of any position he accepts or holds as director or officer (or the equivalent) with respect to any individual, company or other organization including a public body commencing with the effective date of retirement.

Under any of the following circumstances, the Administrator may accelerate the payment of any or all amounts remaining payable to a retired partner under any provision of this agreement.

(1) If a retired Units Partner engages in any activity considered by the Administrator (with the concurrence of the Administrative Board) to be adverse to the best interests of the Firm; or

(2) If, for other reasons, the Administrator (with the concurrence of the Administrative Board) determines in his discretion that it is desirable to do so.

Additional restrictions on the activities of retired Units Partners are set forth in Article 26.

In the event the Administrator accelerates the liquidation of a retired Units Partner's share of the net income (including Unit-based income or variable profit participation, if any) or loss of the Firm for that portion of the current fiscal year which is prior to the effective date of his retirement, determined in accordance with Article 7, such retired partner's share shall be based upon the most current estimated net income or loss of the Firm for the current fiscal year as determined by the Administrator. Such retired partner's benefits to the extent provided in Articles 18 and 19 shall also be determined at the effective date of his retirement; provided, that to any entitlement to benefits under Paragraph (A) of Article 19 (including any payments to be made to a surviving spouse) payable on an accelerated basis to a retired partner (whether or not

such retired partner has a surviving spouse) under circumstances set forth in this Paragraph (E), there shall be applied both (i) the early commencement factor set forth in Appendix D and (ii) the appropriate lump-sum factor set forth in Appendix E-2, based upon the given attained age of the partner and the number of monthly payments which remain to be made. The time and manner of payment shall be determined by the Administrator.

(F) Each Units Partner will become a member of the Arthur Andersen & Co., Société Coopérative, United States Partners' Profit Sharing Plan and will make those contributions required or permitted under the terms of the Plan and the Internal Revenue Code. In order to facilitate contributions, the Administrator is authorized to make contributions on behalf of each Units Partner out of funds to which the partner is currently entitled. Eligibility for membership in the above named plan is subject to the terms and conditions of that plan.

ARTICLE 13

DEATH OF A PARTNER

(A) This Article 13 shall apply only to death of a Units Partner and not to death of a former partner such as a resigned, removed or retired partner.

(B) The interest of a deceased Units Partner in the Firm shall consist (a) of his paid-in capital, (b) of his interest in benefits provided in Articles 18 and 19, (c) of the unpaid balance, if any, of his share in the net income (including Unit-based income or variable profit participation, if any) or loss of the Firm for the current fiscal year prorated from the first (1st) day of such fiscal year to the end of the month in which death occurs and (d) except with respect to inactive partners, of a further share in Firm net income equal to two hundred percent (200%), or twenty-four (24) months, of a full year's participation based on the number of Units held by the deceased on the date of death but such further share in Firm net income shall be reduced (i) to an amount equal to the additional retirement compensation the deceased partner would have been eligible to receive under subparagraph (2) of Paragraph (B) of Article 12 if he dies on or after his fifty-sixth (56th) birthday but were deemed to have retired on the date of his death, and (ii) further, and without regard to the reduction under clause (i), if any, by an amount equal to the benefit paid in respect of the deceased partner under the Firm's group accidental death and dismemberment insurance; provided, however, in no event shall such further share in Firm net income be reduced to less than twenty-five percent (25%), or three (3) months, of a full year's participation. In determining the further share in Firm net income pursuant to clause (d) of the preceding sentence upon the death of a partner (other than an inactive partner) who had been designated as a Disabled Partner, the number of Units held by the deceased partner shall be those held on the designated date of his disability.

At the discretion of the Administrator (1) any amount included in the interest of a deceased partner by reference to a share in Firm net income may be determined on the basis of (a) the actual net income for the first (1st) fiscal year ending after such partner's death or (b) the latest estimate of net income for such fiscal year or (c) the actual net income for the preceding fiscal year, and (2) payment of any or all amounts payable with respect to a deceased partner under

any provisions of this agreement (other than payments to a surviving spouse under Article 19) may be accelerated. In the event of an acceleration of the basic retirement benefit payable pursuant to Paragraph (A) of Article 19 to the estate of a deceased partner (other than amounts to be paid to a surviving spouse under Article 19), such benefit shall be limited to the amounts remaining payable with respect to the period of one hundred twenty (120) months and there shall be applied the lump-sum period certain factor set forth in Appendix E-1, based upon the number of monthly payments which remain to be made. The time and manner of payment shall be determined by the Administrator.

(C) No beneficiary or personal representative of a deceased partner shall be charged with any portion of a net loss if a net loss should be sustained in any period following the end of the month in which such partner's death occurs.

(D) The capital of a partner who dies after the effective date of this agreement shall be repaid at the time and in the manner provided in Paragraphs (B) and (C) of Article 16.

ARTICLE 14

BENEFICIARY DESIGNATIONS IN THE EVENT OF DEATH

In the event of the death of a Units Partner, including a resigned, removed or retired partner, any amounts payable thereafter under this agreement (other than amounts to be paid to a surviving spouse under Article 19) with respect to him or his estate shall be paid to the beneficiary or beneficiaries designated by him during his lifetime in his will which, after his death, is admitted to probate. In the event that he dies without leaving a will or any alleged will is not admitted to probate, the aforesaid amounts shall pass pursuant to the applicable laws of descent. For these purposes the term "will" includes a codicil thereto.

ARTICLE 15

PAYMENT TO BENEFICIARY

(A) If any payment provided for in this agreement with respect to a resigned, removed, retired or deceased partner or a surviving spouse is in good faith paid by the Firm to the wrong beneficiary, person or estate, then (a) such payment shall nevertheless fully discharge the obligation of the Firm hereunder with respect thereto or (b) if any court shall hereafter decide that it does not so discharge the obligation, then as to such proper beneficiary, person or estate, the sole and full obligation of the Firm shall be to pay the sum of One Dollar (\$1.00) in lieu of any other amounts in this agreement provided to be paid whether due before or after the date of any such judicial decision.

(B) Any payments hereunder, even though made out of Firm net income, shall not entitle recipients other than partner recipients to any voice in the management of the Firm; nor shall such payments make any resigned, removed or retired partner or estate of a deceased partner

or surviving spouse or such spouse's estate liable for any portion of a net loss sustained by the Firm in any fiscal year in which such payments are received except to the extent that such net loss may be allocated under other specific provisions of this agreement to periods prior to such partner's resignation, removal, retirement or death as the case may be.

ARTICLE 16

REPAYMENT OF PAID-IN CAPITAL

(A) This Article 16 applies to repayments of paid-in capital to or for the account of partners whose status as such has been terminated, whether by resignation, removal, retirement or death.

(B) Within sixty (60) days after the termination of partnership status of a former partner with respect to whom repayment of paid-in capital is to be made under Paragraph (A) above, the Administrator shall determine from the books of account of the Firm (1) the amount of the net paid-in capital interest of such former partner, including any amounts which have been deemed to have been transferred from pro forma capital (Article 18) to his paid-in capital by resolution approved by partners holding two-thirds (2/3) of all votes outstanding, (2) the amount, if any, payable to the Firm by such former partner and (3) the Firm's contingent liability, if any, with respect to such former partner, and shall sign and deliver to said former partner or his personal representative or its representative, as the case may be, a statement of such determination.

(C) The net amount owed to the Firm by a resigned, removed, retired or deceased partner, after deducting the amount of his or its paid-in capital not yet repaid to him or it, shall be promptly paid to the Firm. The amount of paid-in capital not yet repaid to such a former partner, reduced by the amount, if any, owing by said former partner to the Firm or to any other person, firm or corporation on which the Firm is contingently liable shall be paid on or before the sixtieth (60th) day following the termination of partnership status. However, if in the discretion of the Administrator the financial needs of the Firm will not permit such prompt payment of all or a part of the amount due, then, on or before said sixtieth (60th) day, in discharge of any unpaid balance, there shall be delivered to such former partner or his personal representative or its representative, as the case may be, the promissory note of the Firm dated as of the first (1st) day of the month following the termination of partnership status, bearing interest after such date, payable quarterly, at a rate per annum equal to one-half of one percent (1/2 of 1%) in excess of the prime rate announced by the Harris Trust and Savings Bank of Chicago, Illinois, as of the first (1st) day of each month for all or part of which interest shall accrue, and maturing one (1) year later. In the discretion of the Administrator, in lieu of one (1) note, there may be issued two (2) or more notes, but not more than five (5), each maturing on or before consecutive annual dates commencing one (1) year after the date of the notes, each approximately equal in amount, and in all other respects containing the provisions recited in the preceding sentence.

ARTICLE 17

INACTIVE STATUS

The partnership is engaged in the general practice of management information consulting as set forth in Article 1 and is not engaged in the practice of public accounting. If, notwithstanding the foregoing, a partner engages in the practice of public accounting as a partner of an Affiliated Firm which practices public accounting, such partner shall forthwith and automatically become "Inactive".

An inactive partner shall remain a partner in the Firm, but shall not engage in any professional activity on behalf of the Firm and shall not represent to any client or prospective client of the Firm that he or she is a partner of the Firm. An inactive partner shall be ineligible to participate in the management of the Firm in any manner, whether as Administrator, member of the Administrative Board or member of any committee of the Firm and shall not be entitled to vote upon any matters, decisions or determinations presented to or requiring a decision or determination by the partners of the Firm.

An inactive partner shall not hold any units of participation in the Firm, but shall share in the net income or loss of the Firm as determined by the Administrator in accordance with Article 9.

The paid-in and pro forma capital of an inactive partner shall remain in the Firm and he or she will be entitled to repayment thereof only in the manner provided for all other partners whether by reason of resignation, removal, retirement or death, or otherwise. An inactive partner shall not be entitled to any amounts upon retirement under Article 19.

ARTICLE 18

PAYMENTS UPON RETIREMENT

(A) A Units Partner upon retirement, or the beneficiary or beneficiaries of a deceased partner designated pursuant to Article 14 or the deceased Units Partner's estate, shall also be entitled to receive the amount, if any, specified opposite his name in the first (1st) column of Appendix C attached hereto (elsewhere in this agreement sometimes referred to as the partner's pro forma capital balance) comprised of the partner's interest in the net difference between the pro forma accrual basis net income of the Firm and cash net income allocated to partners except as such amount may be reduced pursuant to subparagraph (2) of Paragraph (B) of Article 9. The amount specified in the first (1st) column of Appendix C hereto shall be payable in equal monthly installments over a period of twenty (20) years except (1) in the case of a partner whose interest is settled on an accelerated basis under Paragraph (E) of Article 12, (2) in the case of a partner who has made an election, under Paragraph (B) of this Article 18, or (3) as provided in Article 32.

(B) A partner may elect, by giving written notice thereof to the Administrator, to have the amount referred to in Paragraph (A) of this Article 18 paid in a lump sum or paid in

installments. In the event the written notice contains an irrevocable election to receive a lump sum payment within one (1) year of the partner's retirement or an election to receive installment payments on at least a ratable basis over ten (10) years, or such shorter period as the Administrator shall determine, starting in the year after retirement, the amount set opposite such partner's name on the first (1st) column of Appendix C hereto shall not be subject to reduction, to the extent possible as determined by the Administrator, as provided in subparagraph (2) of Paragraph (B) of Article 9. In the event payment in a lump sum is elected beyond one (1) year from the partner's date of retirement, the date upon which payment is to be made (which may be any date within a period of up to twenty (20) years following the effective date of retirement) shall be specified in the aforementioned written notice. In the event payment in installments is elected, the amount and the date of payment for each installment shall be set forth in the aforementioned written notice; provided, however, that the period over which such installments are to be paid shall not exceed twenty (20) years from the effective date of retirement. In the event of the death of a former partner prior to payment of the last installment specified in the aforementioned notice, all remaining unpaid installments shall be paid, in the same manner as if he had not died, to the beneficiary or beneficiaries designated by the decedent pursuant to Article 14 or to his estate except as permitted by the following sentence. Except in the case of a former partner who has provided the irrevocable election referred to above, a former partner, or the beneficiary or beneficiaries of a deceased partner designated pursuant to Article 14 or the deceased partner's estate, may revise any election covering payment of any portion or all of the amount referred to in Paragraph (A) of this Article 18 to change the timing of payment of the remaining balance of such amount in accordance with conditions for withdrawal of such amount established by the Administrator with the approval of the Administrative Board. This Paragraph (B) of Article 18 does not apply to a partner whose interest is settled on an accelerated basis under Paragraph (E) of Article 12.

(C) [Reserved]

(D) The annual difference between *pro forma* accrual basis net income of the Firm and cash basis net income shall be increased or decreased by the following amounts:

- (1) Allocation for uninsured risks;
- (2) Adjustments required for deferred amounts payable to United States citizen partners located outside the United States on international assignments under arrangements authorized in Paragraph (B) of Article 9;
- (3) Allocation for retirement benefits payable to certain partners to the extent they are unable to make a contribution to the Arthur Andersen & Co., Société Coopérative, United States Partners' Profit Sharing Plan as provided by Paragraph (F) of Article 12;
- (4) Allocation for interest accrued on the paid-in capital and *pro forma* capital balances of each partner, or former partner to the extent provided in Article 7 and Paragraph (E) of this Article 18 (in the event interest shall not have been paid in the manner permitted in subparagraph (7) of Paragraph (B) of Article 9);

- (5) Allocation, as determined by the Administrative Board, for partner retirement benefits;

and any remaining amount shall (a) if the remainder is positive, be allocated pro rata to the partners in the ratio of their units of participation in the net income of the Firm and (b) if the remainder is negative, be allocated and distributed in the manner provided in subparagraph (2) of Paragraph (B) of Article 9.

(E) Interest shall be computed daily, but compounded annually, on the cumulative pro forma capital balance, if any, of each partner or former partner. If not paid in the manner permitted in subparagraph (7) of Paragraph (B) of Article 9, such interest shall be added to each pro forma capital balance at the end of each fiscal year (or, in the case of a pro forma capital balance which is to be completely paid out prior to the end of a fiscal year, such interest shall be distributed with the final payment of the remaining amount of such balance). The per annum rate of interest and manner of payment, as determined at least annually by the Administrator, shall be approved by the Administrative Board.

(F) Pro forma capital balances to be paid to resigned, removed, retired or deceased partners shall not be considered liabilities of the Firm or represent creditors' claims against the Firm and shall be paid only out of realized net income of the Firm or as provided in Article 32.

(G) In accordance with the provisions of Article 9, a Units Partner (other than an inactive partner) shall be entitled to receive, in addition to the amount specified opposite his name in the first (1st) column of Appendix C attached hereto, the Units Partner's proportionate share in the net difference between the pro forma accrual basis net income of the Firm and cash net income allocated to Units Partners for the portion of the Firm's fiscal year prior to the Units Partner's retirement or death, such amount to be added to the amount specified opposite his name in the first (1st) column of Appendix C, and paid in accordance with the provisions of this Article 18.

ARTICLE 19

BASIC RETIREMENT BENEFIT

As further compensation for past services, the payments provided for below shall be made to the persons or estates (other than Entity Partners) hereinafter described.

- (A) (1) Except as provided in the last paragraph in Paragraph (B) of this Article 19 or in Article 21 or in the following sentence, and subject to reduction as provided in the second following sentence of this Paragraph (A) of Article 19, each Units Partner (other than an inactive partner), upon retirement, shall be entitled to an annual basic retirement benefit of the amount, if any, specified opposite his name in the second (2nd) column of Appendix C attached hereto, or such greater or lesser amount as provided in Paragraph (E) of this Article 19, for the remainder of his life, but in no event for less than one hundred twenty (120) months. Units Partners admitted after September 1, 1992

must have completed an aggregate of at least ten (10) years of service as a partner, as determined by the Administrator. The basic retirement benefit of any Units Partner, however, shall be reduced if and to the extent that such Units Partner is also entitled to retirement benefits pursuant to any defined benefit pension plan of the Firm or any Affiliated Firm, such as the Arthur Andersen & Co., Societe Cooperative, United States Partners' Retirement Plan and Arthur Andersen & Co., Societe Cooperative, United States Retirement Plan. The Administrator shall adjust such partner's basic retirement benefit (using such assumptions as the Administrator may consider appropriate) as necessary and appropriate to avoid any duplication of benefits.

(2) In addition, in the month following the completion of one hundred twenty (120) monthly installments of the basic retirement benefit to such Units Partner (or the completion of payments for such one hundred twenty (120) month period as provided in Paragraph B of this Article 19), such Units Partner's surviving spouse shall be paid an amount equal to fifty percent (50%) of such Units Partner's basic retirement benefit determined as provided in subparagraph (1) above. Payment to a surviving spouse shall be made in monthly installments for the remainder of the surviving spouse's life unless the surviving spouse remarries in which event the monthly installments shall cease. In the event the one hundred twenty (120) monthly installments shall have been accelerated as provided in Paragraph (B) of Article 13, payments to a surviving spouse provided above shall not commence until the completion of the one hundred twenty (120) monthly period referred to above.

(B) Except as provided below in this Paragraph (B) in respect of partners who have retired due to illness, incapacity or disability, the basic retirement benefit provided in Paragraph (A) of this Article 19 shall be paid in monthly installments during each relevant fiscal year and shall commence with the first (1st) month after the date on which a Units Partner attains age sixty-two (62), or after the effective date of his retirement as a Units Partner, whichever is later. If he dies after retirement but before the foregoing commencement date, payments hereunder shall commence with the first (1st) month following the month in which death occurred. If he dies before payments have commenced, or after payments have commenced but before having received one hundred twenty (120) monthly payments, the remaining number of such payments shall be made to his beneficiary or beneficiaries designated under Article 14 or to his estate; provided, however, if such partner has a surviving spouse, then fifty percent (50%) of each remaining payment of the one hundred twenty (120) monthly payments shall be made to his surviving spouse or to the surviving spouse's estate (if the surviving spouse shall, in turn, have died before completion of the one hundred twenty (120) monthly payments). If he dies after having received one hundred twenty (120) or more monthly installments, such payments shall cease with the payment made in the month of death.

A partner who retires pursuant to subparagraph (1) of Paragraph (B) of Article 12 due to illness, incapacity or disability and who is entitled to receive benefits under the Firm's group disability insurance plan shall not be eligible to receive monthly installments of the basic retirement benefit provided in Paragraph (A) of this Article 19 until payment of the disability benefit shall have been exhausted. A partner who retires pursuant to subparagraph (1) of Paragraph (B) of Article 12 due to illness, incapacity or disability, but who ceases to be entitled to receive

benefits under the Firm's group disability insurance program because he is no longer ill, incapacitated or disabled, shall be entitled to the benefits provided in Paragraph (A) of this Article 19 only if he had attained the age of fifty (50) at the date of his retirement. In the event a partner who retires pursuant to subparagraph (1) of Paragraph (B) of Article 12 due to illness, incapacity or disability dies before becoming eligible to receive monthly installments of the basic retirement benefit provided in Paragraph (A) of this Article 19, his beneficiary(ies) or estate shall be entitled to receive the basic retirement benefit he would have received had he been eligible and not died, but limited to one hundred twenty (120) months starting with the first month following the month in which death occurred; provided, however, if such partner has a surviving spouse, then fifty percent (50%) of each remaining payment of the one hundred twenty (120) monthly payments shall be made to his surviving spouse or the estate thereof. If such partner dies after payments to him have commenced but before having received one hundred twenty (120) monthly payments, payments to his beneficiary(ies) or estate (and to his surviving spouse, if any, or the estate thereof) shall be made in the same manner as provided in the first paragraph of this Paragraph (B) concerning a deceased retired partner.

(C) [RESERVED]

(D) *If a Units Partner dies before retirement, his beneficiary or estate shall be entitled to receive the basic retirement benefit he would have received upon retirement at age sixty-two (62) if he had not died, but limited to one hundred twenty (120) months starting with the first (1st) month following the month in which death occurred; provided, however, if such partner has a surviving spouse, then fifty percent (50%) of each such remaining payment shall be made to his surviving spouse or to the surviving spouse's estate (if the surviving spouse shall, in turn, have died before completion of the one hundred twenty (120) monthly payments). Such payments shall be made in the same manner as provided in Paragraph (B) of this Article 19 concerning a deceased retired partner. The Firm shall also make payments to the surviving spouse on the same basis and in the same manner as payments to any other person otherwise entitled to payments under Paragraph (A) of this Article 19.*

(E) The amounts referred to in Paragraphs (A), (B) and (D) of this Article 19 shall be increased or decreased by the application of an appropriate price index to be selected in its discretion by the Administrative Board of the Firm. Such increase or decrease may not exceed the increase or decrease determined on the basis of a three (3) year moving average index of active partners' pro forma accrual basis net income allocable on a Units basis and shall be made annually when deemed appropriate by the Administrative Board.

(F) This Article 19 may be rescinded at any time with respect to any or all persons or entities receiving or entitled to receive payments hereunder. The making of further payments or continuation of payments provided for in this Article 19 shall terminate if such action to rescind or to revoke the obligation to make payment pursuant to this Article 19 is approved by partners holding at least two-thirds (2/3) of all votes outstanding. Such revocation shall be effective on the first (1st) day of the month following the month in which notice of such action is mailed to the last known address of the recipient. Amounts to be paid pursuant to this Article 19 shall not constitute an interest in the Firm or its assets, shall not be considered

liabilities of the Firm or represent creditors' claims against the Firm and shall be paid only out of realized net income of the Firm.

ARTICLE 20

[RESERVED]

ARTICLE 21

DENIAL OR TRANSFER OF BENEFITS

(A) If, in any case, partners holding at least two-thirds (2/3) of all votes outstanding shall determine and, within thirty (30) days after notice of a contemplated resignation, removal or retirement, advise the partner resigning, being removed or retiring, that the circumstances involved in the resignation, removal or retirement are such as to make it contrary to the best interests of the Firm to make any payments of retirement benefits to such partner, he or it shall not be entitled to any benefits under this agreement (and the Firm shall have no obligation to make payments to any other person otherwise entitled to payments under Article 19), except the repayment of his or its paid-in capital pursuant to Article 16 exclusive of any deemed paid-in capital as described in Paragraph (B) of Article 16.

(B) (1) Each partner agrees that he or it will not at any time, either while a partner in the Firm or after he or it shall have ceased to be a partner in the Firm, institute, assist or otherwise participate in, as a plaintiff, member of a class or otherwise, any litigation against any individual, partnership, corporation or other entity or any officer or director thereof, who is or was a client of the Firm at any time prior to the time he or it shall cease or have ceased to be a partner in the Firm, that is based upon or arises out of any matter that occurs or has occurred prior to the time he or it shall cease or have ceased to be a partner in the Firm. Each partner agrees that an award of only money damages to the Firm would be an inadequate remedy for breach or threatened breach of this agreement, and that the agreement set forth in this subparagraph (1) may be enforced by the Firm through injunctive action, as well as by an action for any money damages sustained by the Firm as a result of any breach of this agreement.

(2) Each partner agrees that in the event he or it shall violate the agreement set forth in subparagraph (1) of this Paragraph (B) or shall institute, assist or otherwise participate in any other litigation, whether during the time he or it shall be a partner in the Firm or after he or it shall have ceased to be a partner in the Firm, against any individual, partnership, corporation or other entity or any officer or director thereof, who at the time such litigation is instituted is a client of the Firm, without prejudice to any of the Firm's other rights and remedies, he or it shall not be entitled to any benefits under this agreement that have not theretofore been paid to him or it (and the Firm shall have no obligation to make payments to any other person otherwise entitled to payments under Article 19) except the repayment of his or its paid-in capital pursuant to

Article 16 exclusive of any deemed paid-in capital as described in Paragraph (B) of Article 16.

(3) The Administrative Board of the Firm is authorized to waive, either by general rule or in specific cases and either before or after the fact, enforcement of either or both of the preceding subparagraphs (1) and (2) of this Paragraph (B), or any portion thereof, if in its judgment such waiver is advisable in the interest of fairness, having due regard to the impact of any such waiver upon the professional or financial interests of the Firm.

(C) In the event that a Units Partner shall resign from the Firm to become either an employee or a partner of any Affiliated Firm, then, notwithstanding any provisions contained in this agreement to the contrary, such resigned Units Partner shall not thereupon be entitled to payment or the commencement of payment of any amounts otherwise due to him pursuant to the provisions of Articles 10, 12, 18 and 19 by reason of such resignation, but he shall be entitled to repayment of his paid-in capital pursuant to Article 16, provided that such capital shall be contributed as capital or loaned to the Affiliated Firm. Payment or the commencement of payment of any amounts due to him pursuant to the provisions of Articles 10-13, 18 and 19 and amounts, if any, remaining due to him under Article 16 shall be made thereunder by the Firm only at the time of the resigned Units Partner's ultimate termination of employment or partner status with any Affiliated Firm by reason of resignation, removal, retirement, or death, as if he had then resigned, been removed or retired from the Firm, or had died, except that no payment pursuant to the provisions of Articles 10-13, 18 and 19 shall be made by the Firm in such a circumstance to the extent comparable benefits are paid to, or with respect to, the former Units Partner of any Affiliated Firm.

(D) In the event that any Units Partner shall, at any time prior to becoming a Units Partner, have been a partner (or equivalent) of any Affiliated Firm and upon, and by reason of, resigning as a partner (or equivalent) of any such Affiliated Firm he did not receive any payments of the type (other than repayment of his paid-in capital) which are payable hereunder to partners upon their resignation from the Firm, then for the purpose of this agreement, he shall be deemed to have been a Units Partner of the Firm for the aggregate of the period in which he had actually been a Units Partner of the Firm and the period in which he had actually been a Units Partner (or equivalent) of any Affiliated Firm, and all payments and other benefits to which he shall be entitled under this agreement shall be made or accrue to such partner accordingly, less any amounts which may be paid or payable to him from any such Affiliated Firm. In determining the amount of any such payments and other benefits for any year in which such partner was a partner (or equivalent) of any Affiliated Firm, he shall be deemed to have held the same number of Units in the Firm as he actually held in the Affiliated Firm in such year.

ARTICLE 22

LIMITATION OF PARTNER'S INTEREST-NO GOODWILL RECOGNIZED

Other than the rights set forth in this agreement, no partner or surviving spouse, or the estate of either shall have any interest whatsoever in any of the assets of the Firm of any kind or character. In settling the interest of any resigned, removed, retired or deceased partner, no recognition shall be given to any goodwill or other intangible value, or to appreciation of any tangible assets. All payments in excess of the paid-in capital contributions of resigned, removed, retired or deceased partners shall be made out of realized net income of the Firm or as provided in Article 32.

ARTICLE 23

FINALITY OF DETERMINATION OF PARTNER'S INTEREST

The determination by the Administrator of the amount of the interest of a resigned, removed, retired or deceased partner in the Firm capital, the amount, if any, of his or its obligation to the Firm, and the share of the net income to which any such partner, personal representative, designated beneficiary or estate of a deceased partner may be entitled hereunder, and any other determination to be made hereunder by the partners with respect to any interest of a resigned, removed, retired or deceased partner or the personal representative or estate of a deceased partner, or any payments to be made to a surviving spouse or such spouse's estate shall be final and binding upon all interested persons, including heirs, executors, administrators, beneficiaries and assigns, and no accounting shall be required from the remaining partners with respect thereto.

In the absence or unavailability of the Administrator, any determination referred to in this Article 23 may be made by the Administrative Board, any other provisions of this agreement to the contrary notwithstanding.

ARTICLE 24

VOTING BY PARTNERS AND DECISIONS OF FIRM

(A) Each Units Partner as defined in Article 3 (other than an inactive partner) shall have one (1) vote, and each Entity Partner as defined in Article 3 (other than an inactive partner) shall have one-tenth (1/10) vote, on any matters, decisions or determinations presented to or requiring a decision or determination by the partners of the Firm, except that a partner who has informed the Administrator of his intent to resign shall no longer have a vote. No other person, firm, entity, trust, estate or corporation entitled to or interested in the capital or net income of the Firm who is not a partner of the Firm shall be entitled to vote on any such matters, decisions or determinations.

(B) Except as otherwise specifically provided in this agreement, all decisions or determinations to be made and all actions to be taken by the partners or the Firm in all matters pertaining to Firm business and other matters concerning the fulfillment and operation of this agreement, or upon any questions that may arise in the conduct of the business under this agreement, shall be by partners holding at least a majority of all votes outstanding. Such decisions, determinations or actions so made or taken shall be conclusive upon all of the partners.

(C) Wherever this agreement calls for a decision of a certain proportion, fractions shall be disregarded and the calculation shall be made on the basis of the next higher whole number.

(D) Notwithstanding anything to the contrary contained in this agreement, any vote by the partners may be taken by written instrument delivered or sent by mail, telex, telegram, cable, electronic or facsimile transmission.

(E) With respect to the termination of the Member Firm Interfirm Agreement, it is specifically provided, in accordance with the terms of said Agreement, that such termination requires the unanimous approval of all the Units Partners.

ARTICLE 25

DEVOTION OF TIME AND ATTENTION TO FIRM

(A) Each Units Partner (other than an inactive partner) agrees, subject to a similar obligation to Andersen, S.C., to devote all his professional time, skill and attention to the affairs of the Firm, and, without reimbursement from the Firm except as provided in its policy statements adopted from time to time, to cultivate and entertain at his own expense and to a reasonable extent clients, prospective clients and others whose regard for the Firm is an important factor in its continued growth. Each Units Partner (other than an inactive partner) understands that fulfillment of his obligations under this Paragraph (A) will require him to make available and to use for business purposes from time to time privately owned otherwise personal facilities such as houses and automobiles. Any promotion, entertainment and other expenses charged by any Units Partner to the Firm for which he is reimbursed but which are disallowed as a deduction for income tax purposes in determining distributable taxable net income of the Firm shall be deemed to constitute additional net income distributed to the partner involved and thereby shall be taxable, if at all, only to him.

(B) Each Units Partner further agrees that any book, article, pamphlet or other publication, trade name, trademark, design or invention written, produced, created or invented by him or under his supervision during his association with the Firm but prior to his resignation, removal, retirement or death, shall belong to the Firm, provided that such work is related to the fields of activity in which the Firm is engaged, or planning to engage, at the time such work is written, produced, created or invented. For the purpose of this provision, the fields of activity of the Firm shall be construed broadly and shall include, but shall not be limited to, any professional services provided by the Firm, training, and audio-visual production or

presentation. If a copyright, trademark, service mark or patent is held in the name of any partner with respect to any work described in the first (1st) sentence of this Paragraph (B), he agrees to assign it to, or to the order of, the Firm, without remuneration, upon the request of the Administrator. Exceptions to the provisions of this Paragraph (B) may be made by the Administrator, with the approval of the Administrative Board.

ARTICLE 26

RESTRICTIONS ON BUSINESS ACTIVITIES AFTER RESIGNATION, REMOVAL OR RETIREMENT

(A) Each partner acknowledges that he or it occupies a position of special trust and confidence with respect to the Firm and his or its partners. Partnership imposes the obligation to act in a stewardship capacity with respect to the preservation and development of the Firm and its resources for the benefit of future, as well as present, partners and employees.

Each partner further acknowledges that the successful development and marketing of the Firm's professional services and products require substantial research and development of *unique methodologies, technologies (including computer software) and training programs*. Such efforts generate for the Firm valuable proprietary or confidential information ("Firm information") which gives the Firm a business advantage over others who do not have such information. Firm information includes, but is not limited to, Firm business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and confidential client information, information regarding the business needs, strategies and technologies of present and prospective clients and internal Firm publications.

In recognition of the partners' special relationship with the Firm and the fiduciary duties arising therefrom, and in acknowledgment that each partner (other than an Entity Partner) will have obtained knowledge of Firm information during his membership in the Firm, each partner (other than an Entity Partner) undertakes the following obligations which he confirms have *been reasonably designed to protect the Firm's legitimate business interests without unnecessarily or unreasonably restricting his professional opportunities in the event that he resigns, retires, or is removed as a member of the Firm:*

(1) Each partner (other than an Entity Partner) shall return all Firm property (including Firm information) upon his resignation, retirement or removal from the Firm, and each such partner shall, both during and after his service as a partner of the Firm, refrain from using or disclosing Firm information for his own account or the account of any person other than the Firm without the prior written approval of the Administrator, unless the portion of the information to be used or disclosed has become generally and lawfully known to the Firm's competitors;

(2) Each partner (other than an Entity Partner) shall not, for a period of eighteen (18) *months following his resignation, retirement or removal from the Firm, for himself or as*

agent, partner or employee of any person, corporation or firm other than an Affiliated Firm, engage in the practice of professional services of the type provided by the Firm for:

- (a) any client of the Firm or of an Affiliated Firm for whom the partner performed services, as determined by the Administrator, or
- (b) any prospective client of the Firm or of an Affiliated Firm to whom the partner submitted, or assisted in the submission of, a proposal, during the eighteen (18) month period preceding his resignation, retirement, or removal.

(3) Each partner (other than an Entity Partner) shall not, at any time during which he is a partner of the Firm and for twelve (12) months after his resignation, retirement or removal from the Firm, whether for his own account or for the account of any person other than an Affiliated Firm, directly or indirectly, endeavor to solicit away from the Firm or an Affiliated Firm, or facilitate the solicitation away from the Firm or an Affiliated Firm, of any client of the Firm or an Affiliated Firm.

(4) Each partner (other than an Entity Partner) shall not, at any time during which he is a partner of the Firm and for eighteen (18) months after his resignation, retirement or removal from the Firm, whether for his own account or for the account of any person other than an Affiliated Firm, directly or indirectly, induce away from the Firm or an Affiliated Firm, or facilitate the inducement away from the Firm or an Affiliated Firm of, any personnel of the Firm or an Affiliated Firm or interfere with the faithful discharge by such personnel of their contractual and fiduciary obligations to serve the Firm's or the Affiliated Firm's interests and those of its clients of undivided loyalty.

(B) Each partner recognizes and agrees that a breach of any of the provisions of this Article will immediately and irreparably harm the Firm's business, including but not limited to the Firm's valuable business relations with its actual and prospective clients, and that compensatory damages cannot be calculated readily and are in any event an inadequate remedy. Accordingly, each partner acknowledges that the Firm shall therefore be entitled to injunctive and other relief including forfeiture to it of any partner benefits under this agreement (including amounts payable under Article 18 or 19 and return of paid-in capital pursuant to Article 16). In addition, each partner agrees to reimburse the Firm for all costs and expenses, including reasonable attorneys' fees, which the Firm incurs in connection with the enforcement of its rights under this Article.

(C) The Administrator may in his sole discretion waive any or all of the foregoing restrictions but shall advise the Administrative Board of any such action taken at the next meeting of the Board. Additional restrictions on the activities of former partners are set forth in Paragraph (E) of Article 12.

(D) "Client" as used in subparagraphs (2) and (3) of Paragraph (A) of this Article 26 shall mean any person or entity for whom the Firm or an Affiliated Firm performed professional services or provided products within the twelve (12) months immediately preceding the

resignation, retirement or removal of the affected partner. "Firm" as used in this Article 26 shall include any entity owned or controlled by the Firm, and "Affiliated Firm" as used in this Article 26 shall include any entity owned or controlled by the relevant Affiliated Firm.

ARTICLE 27

INTEREST IN FIRM NOT ASSIGNABLE

(A) No interest in the Firm shall be assignable by any partner, but shall be personal to him or it in accordance with the terms and provisions of this agreement. If there be (1) any attempted disposition by a partner of his or its interest in the Firm or any part thereof otherwise than in accordance with this agreement, or (2) any attachment or other order or decree entered by a court of competent jurisdiction against a partner by which his or its interest is sought to be reached by a judgment or other creditor and which attachment, order or decree is not vacated or otherwise nullified within thirty (30) days or such additional period of time as may be granted by the Administrator, each such event shall constitute resignation from the Firm by such partner, and his or its interest in the Firm in such case shall be retired or acquired and payments on account thereof shall be made in the manner provided herein in Article 10.

(B) If through operation of community property or similar laws a partner's spouse obtains a share in the partner's interest in the Firm, and the spouse receives such share directly or indirectly, wholly or in part, as the spouse's separate property in a property division or settlement pursuant to a final decree of divorce or separate maintenance, or the spouse's heirs or legatees (other than the partner) receive such share directly or indirectly, wholly or in part, upon the spouse's death prior to the death of the partner, such event shall be deemed an assignment or disposition by the partner of a portion of the partner's partnership interest under the provisions of this Article 27 unless there shall be consummated promptly a sale of such share as described in Paragraph (B) of Article 30.

(C) Any attempted disposition by a surviving spouse of any interest in such amounts to be paid pursuant to Article 19 or any attachment or other order or decree entered by a court of competent jurisdiction against the surviving spouse by which the surviving spouse's interest in such amounts is sought to be reached by a judgment or other creditor (and which attachment, order or decree is not vacated or otherwise nullified within 30 days, or such additional period of time as may be granted by the Administrator), shall relieve the Firm from any obligation to continue to make payments hereunder to the surviving spouse.

ARTICLE 28

AGREEMENT BINDING UPON HEIRS

Each partner agrees that this agreement is made for himself or itself and on behalf of his or its heirs, executors, administrators and assigns and that he and they will execute and deliver such

other and further agreements and other assurances as the partners may deem necessary to carry out the intent and purpose hereof.

ARTICLE 29

WILLS

Each partner (other than an Entity Partner) agrees that as long as he has any financial interest in the partnership which, in the event of his death, would be payable to his personal representative or to his beneficiary or beneficiaries designated pursuant to Article 14, he will keep in effect a valid will containing provisions substantially to the effect that his personal representative, his heirs or any such designated beneficiary shall accept as conclusive, without examination of the books and records of the Firm, all determinations herein authorized to be made by the partners, and such other provisions as the Administrator shall require relating to the partner's interest in the partnership. Each new partner (other than an Entity Partner), upon and after the admission to the Firm, forthwith shall execute and keep in force a will with such provisions. Evidence of compliance with the provisions of this paragraph shall be furnished to the Administrator as often and in such form as he may require.

ARTICLE 30

COMMUNITY PROPERTY

(A) Each partner (other than an Entity Partner) who now resides or at any time has resided or shall reside in a jurisdiction under the laws of which the partner's spouse acquired, acquires or may acquire community property or other similar rights in the partner's interest in the Firm, shall cause the spouse to execute in favor of and deliver to the Firm an agreement in form approved by counsel for the partners whereby such spouse consents (a) to make a valid will containing substantially the same provisions (approved as to form by counsel for the partners) as are required of partners under Article 29 with respect to any interest the spouse has or may acquire in the Firm by virtue of community property or other similar laws, (b) to keep such will or a similar replacement will in effect for so long as the partner continues to be a party hereto or to have a financial interest in the Firm and (c) to execute (unless prohibited by local law, e.g., in California) an agreement accepting all of the provisions of this agreement. Evidence of compliance with the provisions of this paragraph shall be furnished to the Administrator as often and in such form as he may require.

(B) Each partner whose former or separated spouse, or any heir or legatee of a deceased spouse, has obtained an interest in the partnership as described in Paragraph (B) of Article 27 shall purchase such interest within sixty (60) days after any interest in the Firm which has been community property shall have ceased to be community property and has become the property of one other than a partner of the Firm by reason of one of the events described in Paragraph (B) of Article 27. Unless otherwise provided by local law (e.g., in California), the purchase price shall be an amount determined in the following manner (e.g., in Arizona, Idaho, Louisiana,

Texas and Washington). First, a fraction shall be computed using as a numerator the dollar amount of the spouse's interest in the partner's capital account and using as the denominator the full amount of the partner's capital account as reflected on the books of the Firm; but in no event shall the fraction exceed one-half (1/2). Such ratio shall then be applied to the aggregate of the following amounts:

- (1) The dollar amount of the paid-in capital of such partner as reflected on the books of the Firm reduced by (a) any indebtedness of the partner to the Firm and (b) the unpaid balance of any debt incurred by the partner, whether at a bank or otherwise, for the specific purpose of making a payment into the partner's paid-in capital account;
- (2) The partner's share of any undistributed income for the fiscal year ended prior to or coincident with the date of such spouse's death or decree of separate maintenance or divorce from such partner;
- (3) The dollar amount of the partner's share of net income of the Firm for the short *fiscal period ending with the end of the month in which such spouse dies or a decree of separate maintenance or divorce is entered*. Such net income shall be determined not on the cash basis but on the pro forma basis in accordance with the usual and customary accounting practices of the Firm consistently applied;
- (4) The partner's share in pro forma capital accumulated since the later of April 1, 1959, or the date of the partner's admission to the Firm as specified in Paragraph (A) of Article 18. Such amount shall be reduced by two (2) discount factors. The first (1st) discount factor shall be a percentage equal to the excess of one-half of one percent (1/2 of 1%) above the prime rate announced by the Harris Trust and Savings Bank of Chicago, Illinois, as of the date of the purchase mentioned in Paragraph (B) of this Article 30 over the rate of interest specified to be paid in Paragraph (E) of Article 18 to determine the present value of the ten (10) installment payments with the assumption that the first (1st) installment payment will be paid on September 1 following the date of the partner's sixty-second (62nd) birthday. The second (2nd) discount factor shall be forty percent (40%) of the resulting calculated amount to recognize the contingencies involved.

In those states where local law prohibits the use of the foregoing formula (e.g., California), the purchase price shall be an amount to be determined by agreement between the interested parties upon the happening of such event or in the absence of such agreement then by the appropriate court.

(C) If a partner of the Firm shall not fulfill his contractual obligation as set forth in Paragraph (B) of this Article 30, then it shall be assumed for purposes hereof that such partner has failed to comply with the provisions of Paragraph (A) of Article 27 and therefore that there has been an event constituting resignation from the Firm; but the Administrator in his sole discretion can waive this requirement of compulsory resignation. Thereupon, unless prohibited by local law (e.g., in California), the Firm shall have an option for thirty (30) days to

purchase any interest received by a person other than a partner under the conditions described in Paragraph (B) of Article 27 for the purchase price specified in Paragraph (B) of this Article 30.

ARTICLE 31

NOTICES UNDER THIS AGREEMENT

Any notice required by this agreement to be given by the Firm shall be in written form signed by a person or persons duly authorized to sign for the Firm and shall be deemed to have been given when either delivered in person or sent by registered mail, postage prepaid, or by telex, telegram, cable, electronic or facsimile transmission to the last known address on file in the office of the Firm Secretary of Andersen, S.C. Any notice required by this agreement to be given to the Firm shall be in written form signed by the party in interest and shall be deemed to have been given when either delivered in person to the Administrator or when received by the Administrator by (a) registered mail, after having been addressed, postage prepaid, to the Administrator or (b) telex, telegram, cable, electronic or facsimile transmission so addressed.

ARTICLE 32

VOLUNTARY DISSOLUTION

The Firm may be dissolved at any time by written decision of partners holding at least two-thirds (2/3) of all votes outstanding. Such decision shall (a) state the date on which the dissolution is to be effective and (b) select two (2) or more of the partners as liquidating partners whose duties it shall be, upon the effective date of dissolution, to wind up the business of the Firm, pay its debts and obligations, collect its accounts, notes and bills receivable, including obligations owing by any of the partners to it whether due or not, reduce to cash all other Firm property if such liquidating partners deem it necessary, and divide and distribute the proceeds of liquidation and any property undisposed of to the partners or to their respective beneficiaries designated pursuant to Article 14 or to their estates. The liquidating distributions shall be paid in the following order:

- (1) The pro forma capital balances (determined as of the date on which the dissolution decision is approved) of all persons whose status as partner had terminated prior to the date on which the notice was given to the partners of the proposed vote on dissolution;
- (2) The pro forma capital balances, determined as of the date on which the dissolution decision is approved, of all persons who were partners on the date on which notice was given to the partners of the proposed vote on dissolution;
- (3) The paid-in capital balances determined as of the date on which the dissolution decision is approved, of all persons who were partners on the date on which notice was given to the partners of the proposed vote on dissolution;

and any remaining assets shall be distributed pro rata to the Units Partners (other than to inactive partners) in accordance with their Units (outstanding or reserved as the case may be). If partners holding at least two-thirds (2/3) of all votes outstanding decide upon dissolution but are unable to decide unanimously upon the date or upon the choice of the liquidating partners, then said date and such liquidating partners shall be chosen by partners holding at least a majority of all votes outstanding.

ARTICLE 33

NO INVOLUNTARY DISSOLUTION OR TERMINATION

One of the principal purposes of this agreement is to protect the Firm against the usual incidents and consequences which ensue upon the resignation, removal, retirement or death of a partner, the transfer by a partner of his or its interest in the Firm, the admission of a new partner, or similar events. Accordingly, it is hereby agreed among the partners that the dissolution and/or termination of the Firm can be effected only in accordance with and subject to the terms of Article 32 and that none of the following events shall constitute a dissolution or termination of the Firm: (a) removal of a partner, (b) death of a partner, (c) bankruptcy of any partner, (d) admission of a new partner, (e) retirement or resignation of a partner, (f) assignment or transfer by a partner of his or its interest in the Firm, (g) incapacity, lunacy or insanity of any partner, (h) termination of interest in the Firm by any partner or person who was a partner, (i) change of interest or units of participation in the Firm, (j) inactive status of a partner, or (k) any other event except voluntary dissolution pursuant to Article 32.

ARTICLE 34

INSANITY OR OTHER DISABILITY

(A) An adjudication by a court of competent jurisdiction that a partner is insane or a lunatic shall be treated under this agreement as being a designation that such partner is a Disabled Partner as provided in Paragraph (B) of this Article 34. In such event or in the event of an adjudication by a court of competent jurisdiction that a surviving spouse is insane or a lunatic, the guardian or other person placed in charge of such insane or lunatic person's property shall be entitled to receive any payments on behalf of such a Disabled Partner or surviving spouse, but shall not thereby become a partner in the Firm.

(B) A partner who is designated as a Disabled Partner by the Administrator, with the approval of the Administrative Board, in accordance with Firm policy, shall, during the continuance of such status and prior to resignation, removal, retirement or death, remain a partner. Anything herein to the contrary notwithstanding, however, his paid-in capital and benefits provided in Article 18, if any, may be paid to him at such time or times and in such manner as prescribed in, and his obligations to the Firm shall be governed by, the Firm's policy statement concerning partner's disability effective at that time, and, upon resumption of active

partner status prior to resignation, removal, retirement or death, he shall be called upon to contribute such capital to the Firm and to satisfy such other conditions as may be imposed by the Administrator, with approval of the Administrative Board, at that time.

ARTICLE 35

SUITS CONCERNING TAXES

No partner, former partner or other person, estate, fiduciary or beneficiary possessing a right to or having received or having been allocated any portion of the net income or losses or capital of this Firm shall, without the consent of the Administrator file a petition, bill, complaint, claim or counterclaim in any court affecting the determination of the net income or loss of the Firm for Federal, state or local income tax purposes, or the share and classification thereof of any partner, former partner or other above-named person, estate, fiduciary or beneficiary, and which petition, bill, complaint, claim or counterclaim would, if prosecuted, be detrimental to the interest of the Firm. If this prohibition is disregarded and if the Administrator determines that the filing of any such document was detrimental to the Firm's best interest, then as liquidated damages the violator of this prohibition shall pay on demand to the Firm such sum as the partners may determine but not in excess of Twenty-five Thousand Dollars (\$25,000).

ARTICLE 36

GOVERNING LAW

The laws of the State of Illinois shall govern, control and determine all questions arising under this agreement, as well as the interpretation of the provisions and validity hereof.

ARTICLE 37

INTERPRETATIONS

(A) Since this agreement incorporates amendments to the previous partnership agreement as amended through September 1, 1994, the said previous agreement, from and after the effective date hereof shall be no longer of any force or effect, except that no resigned, removed or retired partner, or estate of a deceased partner, shall be deprived of any benefit acquired thereunder or maintained thereby; however, the execution of this agreement is not intended to and shall not terminate or dissolve the existing Firm.

(B) Unless the context clearly indicates the contrary, (1) wherever a personal pronoun in the masculine gender appears in this agreement, it shall be deemed to include the feminine and neuter gender also, and (2) wherever the word "wife" appears, it shall be deemed to include "husband."

(C) Wherever in this agreement the words "net income" appear with respect to the net income of the Firm without being immediately followed by the words "or loss," the phrase shall be construed as if it read "net income or loss" unless the context clearly indicates the contrary or unless clearly inconsistent with the intent of this agreement as indicated by other provisions.

(D) The invalidity of all or any portion of any article, paragraph, subparagraph, sentence, clause, or phrase of this agreement shall not render void or invalid the remaining portions of this agreement.

(E) Except as otherwise specifically provided in this agreement (such as in Article 13, pertaining to death of a partner), an event occurring on a particular day of any month local time shall be treated as having occurred on that day and appropriate prorations giving recognition thereto shall be made on a daily basis for that month.

ARTICLE 38

AMENDMENTS

This agreement may be amended from time to time by the approval of partners holding at least two-thirds (2/3) of all votes outstanding provided, however, (1) if any lesser percentage or different mode of amendment is required or permitted by any other article of this agreement, such lesser percentage or mode shall prevail, (2) Article 6 may not be amended except upon the affirmative vote of partners holding at least eighty percent (80%) of all units votes outstanding and no new partner may be admitted to the Firm except upon the agreement of the new partner to be bound by this agreement, by the Member Firm Interfirm Agreement, and such other terms as the partners may require, and (3) no amendment may, without his or its consent, (a) reduce or postpone the payment of financial benefits to any partner except as provided in Paragraph (F) of Article 19 and in Article 21, or (b) increase the paid-in capital contribution of any partner except as otherwise provided in Article 7.

Any amendment shall be effective upon the date provided therein, or, if no date is so provided, upon the date of adoption which shall be the date upon which the required approval of partners holding at least two-thirds (2/3) of all votes outstanding is first received. Once a proposed amendment has been duly approved, it shall be binding upon all partners.

Any partner who voted against any such proposed amendment, or who abstained from voting, may be requested by the Administrator after its adoption to sign a statement acknowledging that he or it will be bound by its provisions. Failure to sign such a statement within thirty (30) days after such request by the Administrator shall be deemed to constitute such partner's resignation from the Firm effective on the first (1st) day of the month following the date of such request.

ARTICLE 39

ARBITRATION

Any and all disputes which cannot be settled amicably, including any ancillary claims of any partner, arising out of or in connection with this agreement (including the validity, scope and enforceability of this arbitration provision) shall be finally settled by arbitration conducted by a single arbitrator in Chicago, Illinois. The proceedings shall be conducted pursuant to the then-existing Commercial Arbitration Rules of the American Arbitration Association. If the parties to the dispute fail to agree on the selection of an arbitrator within thirty (30) days of the request for arbitration, any party may apply to the American Arbitration Association to make the appointment. The parties hereby express their wish that the decision of the arbitrator be rendered as promptly as possible.

The arbitrator shall be a lawyer and shall conduct the proceedings in the English language. The arbitrator shall decide in accordance with the terms of this agreement and the Member Firm Interfirm Agreement attached hereto as Appendix A. In interpreting the provisions of this agreement, the arbitrator shall apply the substantive law of the State of Illinois and the United States of America.

Each partner (or other person entitled to payments under Article 19) specifically agrees to renounce all recourse to litigation to the extent not inconsistent with applicable law and further agrees that the award of the arbitrator including without limitation, an injunctive order of specific performance or other similar equitable relief, shall be final and that neither the procedures followed by the arbitrator nor the award shall be subject to review by the courts, except as may otherwise be required by applicable law. Judgment with respect to any award may be entered in any court having jurisdiction over the partners or their assets.

Performance under this agreement shall continue if reasonably possible during any disagreement or arbitration proceedings and no amounts payable to any party hereunder shall be withheld on account of such disagreement or proceedings, provided that if the payment of such amounts is the subject of disagreement or arbitration, the parties may discharge their obligations hereunder by making payment into an interest-bearing escrow account to be established for such purpose. Upon the resolution of the dispute hereunder, such escrowed amounts, plus the applicable proportionate amount of accrued interest, shall be disbursed in accordance with the decision of the arbitrator.

ARTICLE 40

MISCELLANEOUS

This agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one (1) and the same document.

IN WITNESS WHEREOF, this agreement has been duly executed by all of the partners of the Firm of Andersen Consulting LLP on the dates indicated below, effective as of September 1, 1995.

Date

Signature

Date

Signature

APPENDIX A
MEMBER FIRM INTERFIRM AGREEMENT
BETWEEN
ANDERSEN, S.C. AND THE FIRM

(Copies of complete Appendix A are attached only to the signed counterpart copies of the Partnership Agreement. Additional copies are available in the files of the Firm Secretary of Andersen, S.C. or may be obtained through each Managing Partner.)

RECEIVED

DEC 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX B

PARTNERS FIXED CAPITAL CONTRIBUTIONS

Partners' fixed capital contributions at _____, 1995 are as follows:

Name

Fixed Capital
[Currency]

Units Partners

Entity Partners

RECEIVED

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX C

AMOUNTS PAYABLE PURSUANT TO ARTICLES 18 AND 19

Date: September 1, 1994

<u>Name</u>	<u>Column 1</u> <u>(Article 18)</u>	<u>Column 2</u> <u>(Article 19)</u>
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(Copies of complete Appendix C are attached only to the signed counterpart copies of the Partnership Agreement.)

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SECRETARY'S BUREAU

APPENDIX D*

EARLY COMMENCEMENT FACTOR

PERCENTAGE OF FULL AMOUNT

<u>Attained Age</u>	<u>%</u>
50	34%
51	38%
52	42%
53	46%
54	50%
55	54%
56	58%
57	64%
58	70%
59	76%
60	84%
61	92%
62	100%

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* In applying this Appendix D, the appropriate factor shall be applied against the level of benefit under Article 19, as applicable, in effect in the year in which the calculation is being made.

APPENDIX E-1

LUMP-SUM FACTOR PERIOD CERTAIN*

<u>Remaining Months</u>	<u>Present Value Factor</u>	<u>Remaining Months</u>	<u>Present Value Factor</u>
1	1.00000	61	50.64490
2	1.99361	62	51.32114
3	2.98086	63	51.99304
4	3.96181	64	52.66066
5	4.93648	65	53.32400
6	5.90492	66	53.98311
7	6.86717	67	54.63800
8	7.82327	68	55.28871
9	8.77326	69	55.93525
10	9.71717	70	56.57766
11	10.65505	71	57.21597
12	11.58693	72	57.85019
13	12.51286	73	58.48036
14	13.43286	74	59.10650
15	14.34699	75	59.72864
16	15.25527	76	60.34680
17	16.15775	77	60.96101
18	17.05445	78	61.57129
19	17.94542	79	62.17767
20	18.83070	80	62.78018
21	19.71032	81	63.37883
22	20.58431	82	63.97366
23	21.45272	83	64.56468
24	22.31557	84	65.15192
25	23.17291	85	65.73541
26	24.02477	86	66.31517
27	24.87118	87	66.89123
28	25.71218	88	67.46360
29	26.54781	89	68.03231
30	27.37809	90	68.59739

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<u>Remaining Months</u>	<u>Present Value Factor</u>	<u>Remaining Months</u>	<u>Present Value Factor</u>
31	28.20306	91	69.15885
32	29.02276	92	69.71673
33	29.83723	93	70.27103
34	30.64648	94	70.82180
35	31.45056	95	71.36904
36	32.24950	96	71.91279
37	33.04333	97	72.45306
38	33.83209	98	72.98987
39	34.61580	99	73.52325
40	35.39451	100	74.05323
41	36.16823	101	74.57981
42	36.93701	102	75.10303
43	37.70088	103	75.62290
44	38.45986	104	76.13945
45	39.21399	105	76.65270
46	39.96330	106	77.16267
47	40.70782	107	77.66938
48	41.44758	108	78.17284
49	42.18261	109	78.67309
50	42.91294	110	79.17014
51	43.63860	111	79.66402
52	44.35962	112	80.15473
53	45.07604	113	80.64231
54	45.78787	114	81.12677
55	46.49515	115	81.60814
56	47.19792	116	82.08643
57	47.89618	117	82.56166
58	48.58999	118	83.03385
59	49.27936	119	83.50302
60	49.96432	120	83.96919

*Based on 8% interest

APPENDIX E-2*

LUMP-SUM 50% SURVIVOR WITH PERIOD CERTAIN FACTOR

Attained Age	Present Value Factor	
	<u>120 Months Remaining</u>	<u>0 Months Remaining</u>
50	136.0203	134.5763
51	134.8800	133.2899
52	133.6950	131.9474
53	132.4649	130.5461
54	131.1894	129.0835
55	129.8683	127.5558
56	128.5033	125.9628
57	127.0969	124.3054
58	125.6512	122.5843
59	124.1664	120.7957
60	122.6445	118.9402
61	121.0884	117.0196
62	119.5016	115.0366
63	117.8881	112.9950
64	116.2515	110.8964
65	114.5969	108.7463
66	112.9304	106.5515
67	111.2562	104.3107
68	109.5779	102.0178
69	107.8998	99.6661
70	106.2298	97.2595
71	104.5764	94.8023
72	102.9475	92.2968
73	101.3513	89.7511
74	99.7944	87.1690
75	98.2847	84.5576

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* In applying this Appendix E-2, the appropriate factor shall be applied against the level of benefit under Article 19, as applicable, in effect in the year in which the calculation is made.
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Exhibit B

(see next page)

File Number 000-005

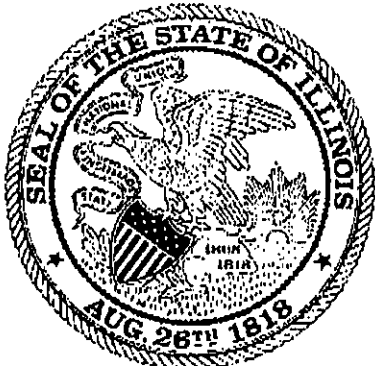


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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that



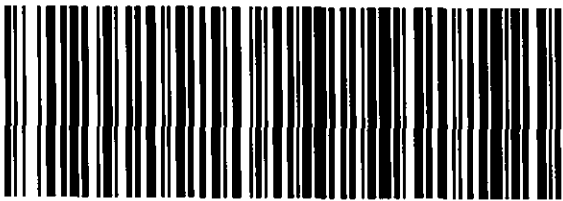

**ACCENTURE LLP,
HAVING REGISTERED IN THE STATE OF ILLINOIS ON SEPTEMBER 1, 1994
(REGISTERED LIMITED LIABILITY PARTNERSHIP NAME CHANGED FROM
ANDERSEN CONSULTING LLP ON JANUARY 01, 2001), APPEARS TO HAVE
COMPLIED WITH ALL THE PROVISIONS OF THE UNIFORM PARTNERSHIP
ACT OF THIS STATE RELATING TO THE FILING OF THE APPLICATION
FOR REGISTRATION OF DOMESTIC LIMITED LIABILITY PARTNERSHIP AND
PAYMENT, AND IS REGISTERED TO TRANSACT BUSINESS IN THE STATE OF
ILLINOIS.*******



**In Testimony Whereof, I, hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 2ND
day of JANUARY A.D. 2001.**

Jesse White

SECRETARY OF STATE

STEPHEN D. SPEARS 3126934660 ACCENTURE CHICAGO 161 N CLARK CHICAGO IL 60601		1.0 LBS LTR	1 OF 1
SHIP TO: ROSEMARY CHIAVETTA, SECY PA PUBLIC UTILITY COMMN FL 3 400 NORTH ST HARRISBURG PA 17120-0079			
		PA 171 9-20 	
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