DOCKET NO. FST-CV15-5014808S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiff,	)	
	)	
v.	)	AT STAMFORD
	)	
PARTNER WEALTH MANAGEMENT, LLC,	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	
WILLIAM P. LOFTUS	)	
	)	AUGUST 11, 2015
Defendants.		

AFFIDAVIT OF WILLIAM A. LOMAS

I, William A. Lomas, being duly sworn, depose and state as follows:

1. I am over the age of 18 years and understand and believe in the obligations of an oath.

2. I submit this affidavit based upon my own personal knowledge.

3. I submit this Affidavit in support of my Objection to Defendant's Motion for Admission Pro Hac Vice, filed herewith.

4. Attached as Exhibit A is a copy of the Partner Wealth Management, LLC Limited Liability Company Agreement, dated November 30, 2009 (the "Agreement"). The Agreement governed Partner Wealth Management, LLC ("PWM"), including the rights and obligations of the members of PWM as of the date of my notice of withdrawal.

5. I was a 25% member and the treasurer of PWM until the effective date of my withdrawal. My withdrawal was noticed on October 13, 2014, and effective on January 14, 2015.

6. Following my notice of withdrawal, the remaining three members of PWM – Kevin Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants") – sought to

change and materially limit my right to have my equity interest in PWM purchased in accordance with the Agreement. Their efforts were at all times without my approval and were over my objection.

7. At some point in 2013 or 2014, Defendants hired the law firm of Mintz, Levin, Cohn, Ferris, Glovsky & Popeo ("Mintz Levin"). Specifically, they retained the services of Attorney David Lagasse of Mintz Levin. I do not have any personal knowledge concerning when Attorney Lagasse was retained, nor was I involved in his selection as counsel for PWM.

8. Attorney Lagasse recently provided a copy of an engagement letter, dated December 18, 2013, to my lawyers at McCarter & English, LLP. An accurate copy of the letter provided to my counsel is attached as Exhibit B. I had not previously seen this engagement letter. I first became aware of Attorney Lagasse's retention some time during the late spring of 2014, when Attorney Lagasse was involved in restructuring how the annual cash flow of PWM was distributed to its four members. I believe that this is what is referred to in the engagement letter as the "partner compensation plan."

9. The issues involved in this litigation do not concern the annual distribution of cash flow, nor do they concern any "partner compensation plan." This litigation concerns my right to have my equity interest in PWM valued and purchased in accordance with the Agreement.

10. To the best of my knowledge, Attorney Lagasse was not involved in any effort to amend the formula by which the equity interests of members were valued or purchased until sometime in late 2014, after I tendered my withdrawal.

11. I first met and communicated with Attorney Lagasse on December 18, 2014, at a meeting at PWM's offices in Westport, Connecticut. Initially this meeting was scheduled for an

earlier date and time. I was told by one of the Individual Defendants that I was not invited to the meeting because it was called in response to my notice of withdrawal. This initial meeting was then postponed until December 18, 2014. The Individual Defendants apparently changed their minds as to whether I should attend, and Jeff Fuhrman, the Chief Financial Officer for PWM, told me that I was invited and should attend. As a result, I attended the meeting. The Individual Defendants, Jeff Fuhrman and Attorney Lagasse attended as well.

12. Before the meeting began I had a private conversation with Attorney Lagasse and I advised him that I would be objecting to any proposed changes to the Agreement and that I would not sign any new agreement.

13. I note that in the Motion for Admission Pro Hac Vice and in Attorney Lagasse's sworn statement, it is represented that Attorney Lagasse has a long-standing attorney-client relationship with the defendants, including the Individual Defendants. I was surprised by these statements because at the beginning of the December 18, 2014 meeting Attorney Lagasse clearly announced that he represented only PWM. I am aware that Attorney Lagasse had earlier represented Jeff Fuhrman in the negotiation of his employment contract with PWM, but I am not aware that Attorney Lagasse ever represented any of the Individual Defendants. Further, to my knowledge, Attorney Lagasse's representation of PWM has been limited to two discreet matters – preparation of a partner compensation plan and amendment of the Agreement.

14. The discussion at the December 18, 2014 meeting concerned amendments to the Agreement that would change the manner in which a member's equity interest in PWM would be valued in the event of a withdrawal. I further learned that the Individual Defendants intended for these changes to apply to my withdrawal and to limit my right to have my equity interest in PWM valued and bought out in accordance with the Agreement as it already existed.

15. In response to the discussion concerning the proposed changes, I restated what I had told Attorney Lagasse privately before the meeting began -- that I was against making any changes to the Agreement, that I objected to the proposed changes, and that if I had a vote as a member who had already tendered his withdrawal under the Agreement as it already existed, I intended to vote against the proposed changes. I further informed all who attended the meeting that I would not sign anything acknowledging or approving any such changes.

16. There was a clear conflict between my position, as expressed by me at the December 18, 2014 meeting, and the position of the Individual Defendants, as expressed by them, as to whether the Agreement could or should be amended in such a way as to affect my interests as a member who had already tendered his resignation.

17. Attorney Lagasse never instructed the members of PWM that our conflicting positions necessitated that we each retain separate counsel.

18. It is my understanding that Attorney Lagasse took minutes and/or notes at this meeting.

19. There was no vote taken at the meeting and, to my knowledge, there has never been a vote to revise or amend the Agreement.

20. The day after the meeting, on December 19, 2014, Attorney Lagasse sent the attached e-mail to each of PWM's members, including the Individual Defendants and me.

21. On or about December 26, 2014, a revised limited liability company agreement was distributed to the members of PWM, including to me, via a program called DocuSign, which facilitated electronic signing of the revised agreement. The revised agreement included a line for my signature. Consistent with my position stated at the December 18, 2014 meeting, I did not sign the new agreement.

The foregoing is true and accurate to the best of my knowledge, information and belief.

Dated: August 11, 2015.

William A. Lomas

Subscribed and sworn to before me this 11th day of August, 2015.

Notary Public/Commissioner of the Superior Court

Jacquelyn J. Purdy
Notary Public
Connecticut
My Commission Expires 4/30/2020

EXHIBIT A

PARTNER WEALTH MANAGEMENT LLC

LIMITED LIABILITY COMPANY AGREEMENT

NOVEMBER 30, 2009

PARTNER WEALTH MANAGEMENT LLC

AGREEMENT OF LIMITED LIABILITY COMPANY

This Limited Liability Company Agreement (the "Agreement") of Partner Wealth Management LLC (the "Company"), dated as of the 30th day of November, 2009 is entered into by and among those persons listed on Schedule A. The persons listed on Schedule A are individually referred to as a "Member" and collectively as the "Members."

The Company was formed as a limited liability company pursuant to and in accordance with the Connecticut Limited Liability Company Act (the "Act") by the filing on November 24, 2009 of Articles of Organization with the Connecticut Secretary of State.

The Members hereby agree as follows:

ARTICLE I
Organizational Matters

1.1. Formation of Limited Liability Company. The Company has been formed by the filing of its Articles of Organization with the Secretary of State of Connecticut. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision in this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

1.2. Name. The name of the Company is "Partner Wealth Management LLC". All contracts of the Company shall be made, all instruments and documents executed, and all acts done, in the name of the Company, and all properties shall be acquired, held and disposed of in the name of the Company or its designated nominee. The name of the Company may be changed from time to time by the Management Committee.

1.3. Registered Office and Agent in Connecticut. The address of the registered office of the Company is 47 Buckingham Street, Waterbury, Connecticut 006710. The name of its resident agent at that address is Vcorp Services, LLC. The Company may from time to time have such other place or places of business within or without the State of Connecticut as may be designated by the Management Committee.

1.4. Purpose. The purpose of the Company shall be to engage in any lawful business or activity for which a limited liability company may be formed under the Act including, without limitation, to provide wealth management and investment advisory services, insurance services and broker-dealer services and conduct any and all activities incidental thereto and necessary or desirable in connection therewith. The Company shall have and exercise all the power and privileges of a limited liability company under the Act and all other lawful powers as may be necessary, convenient or incidental to or for the furtherance of the purposes of the Company.

1.5. Term. The Company shall exist until it is dissolved in accordance with this Agreement and the Act.

1.6. Admission. On the date hereof, each Person listed as a Member on Schedule A shall be admitted to the Company as a member of the Company upon execution and delivery by or on behalf of such Member of a counterpart of this Agreement.

ARTICLE II
Capital: Tax Allocations

2.1. Capital Contribution. The Members, by vote pursuant to Section 3.7 above, from time to time shall determine the amount of capital contributions ("Capital Contributions") required to be paid to the Company by Members and the terms and conditions of such capital payment. The percentage interests (the "Percentage Interests") of the Members are indicated on Schedule A.

2.2 Additional Capital Contributions. From time to time as the Company requires funds from sources other than the Capital Contributions made pursuant to Section 2.1 and borrowings and revenues of the Company to carry on or conduct its business, the Management Committee shall notify the Members of the amounts required by the Company and the purpose therefor, and the Members, in proportion to their Membership Interests, shall contribute such amounts ("Additional Capital Contributions") within fifteen (15) days after the receipt of such notice.. If any Member fails to make an Additional Capital Contribution, the other Members may, at their option, contribute additional capilal to cover the Additional Capital Contribution that is in default and the Percentage Interests of the defaulting Member shall be diluted pro rata.

2.3. Capital Account. A separate capital account evidencing each Member's interest in the total equity accounts on the Company's balance sheet will be maintained by the Company for each Member (the "Capital Account").

2.4. Tax Items. Any tax item of the Company of income, deduction or credit shall be allocated to each Member in proportion to his or her Total Income to all Company income for the period. For purposes hereof, "Total Income" of a Member for any calendar year shall be all cash compensation or distributions paid or payable to or on behalf of such Member with respect to a particular calendar year (even if some portion thereof is not actually paid or distributed until the next succeeding calendar year).

2.5. Tax Matters Partner. William Lomas is specifically authorized to act as the "Tax Matters Partner" under the Code and in any similar capacity under state and local law.

ARTICLE III
Management and Voting

3.1. Management Committee. The management and governance of the Company and implementation of this Agreement shall be vested in the Management Committee. The Management Committee shall be empowered to establish its operating procedures and shall have the final authority on all Company matters, except as provided herein.

3.2. Membership of Management Committee. The Management Committee shall be comprised of four Members. The initial members of the Management Committee shall be set forth on Schedule B. Each member of the Management Committee shall be deemed a Manager for purposes of the Act and this Agreement.

3.3. Change in Members of Management Committee. Each member of the Management Committee shall serve until the earlier of his death, disability, retirement, or withdrawal from the Company, removal from the Company, resignation as a member of the Management Committee or, through October 31, 2015, his failure to maintain Connecticut as his primary residence. A vacancy on the Management Committee shall be filled by election at the next Company meeting by Members holding a majority of Percentage Interests.

3.4. Meetings and Voting of Management Committee. The Management Committee shall have at least one half-day meeting each year to discuss, among other matters, the setting of priorities for each Member. Except as otherwise expressly provided herein, actions and decisions requiring the approval of the Management Committee pursuant to any provision of this Agreement shall be authorized or made by vote of more than fifty percent (50%) of the Managers.

3.5. Binding Effect. All actions of the Management Committee taken in accordance with this Agreement shall be binding upon the Company and its Members.

3.6. Member Meetings. Meetings of the Members may be called by the Management Committee on prior written or electronic notice containing a description of the matters to be acted on at the meeting; or by petition of not less than three Members which petition shall contain a description of the matters to be acted on at the meeting, provided that, once such a meeting is called, the Members may discuss and/or take action upon any matters brought before the meeting in accordance with the terms of this Agreement. A majority of all Members shall constitute a quorum for the transaction of business at any meeting of the Members. Meetings of the Members noticed in accordance with the provisions of this Agreement may be held by use of electronic device, as long as such device permits each participant in the meeting to hear each other person when such other person is addressing the meeting.

3.7. Voting by Members.

(a) For all purposes of the Act and this Agreement, the Members shall constitute a single class or group of members, and whenever a vote of the Members is required or permitted by either the Act or this Agreement, the Members shall vote as a single class or group. Except as otherwise expressly provided herein, actions and decisions requiring the approval of the Members pursuant to any provision of this Agreement shall be authorized or made by vote of Members holding more than fifty percent (50%) of Percentage Interests.

(b) A unanimous vote of the Members shall be required to:

(i) make any expenditure in excess of $100,000;
(ii) acquire or sell any interest in real estate;
(iii) change the custodian for the Company's clients;
(iv) directly or indirectly, enter into any agreement for the acquisition of, sale of the Company to or merger of the Company with, another firm;
(v) To admit additional members to the Company;
(vi) To hire key personnel for LLBH Private Wealth Management, LLC;
(vii) To enter in real estate leases; or
(viii) To make purchases of technology in excess of $10,000.

3.8. Records. The Company shall maintain permanent records of all actions taken by the Members pursuant to any provisions of this Agreement, including minutes of all Member meetings.

3.9. Duties; Outside Activities. The Members shall dedicate their full-time and efforts and time to the business and affairs of the Company. Without the consent of Members holding more than fifty percent (50%) of Percentage Interests, (a) no Member may engage in any outside business activity or have any outside business interest or (b) use any of the Company's office equipment or facilities in support thereof. The Members hereby consent to the Kevin Burns's current involvement in Riverhouse Tavern located in Westport, Connecticut and William Lomas' current involvement in a real estate partnership and their use of the Company's office equipment and facilities in support thereof.

ARTICLE IV
Powers, Duties and Liabilities of the Managers and Members

4.1. In General. Management, operation and policy of the Company shall be vested exclusively in the Managers, each of whom, except as provided herein, shall be authorized and empowered on behalf and in the name of the Company to carry out any and all of the powers, objectives and purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings as may be necessary or advisable or incidental thereto.

4.2. Powers of the Company and the Management Committee. The Company shall have all powers permitted under applicable laws to do any and all things deemed by the Management Committee to be necessary or desirable in furtherance of the purposes of the Company in accordance with applicable law and in the best interest of the Company. Without limiting the foregoing general powers and duties, but subject to the provisions of Section 3.7, the Management Committee and each Manager is hereby authorized and empowered on behalf and in the name of the Company to:

(a) buy, sell, deposit, withdraw and transfer, in the name of the Company, property of every kind and character, and to execute all such instruments as may be necessary to carry on the ordinary and normal business activities of the Company;

(b) recommend to the Company the amount of the Capital Contributions and any Additional Capital Contributions to be made by new and existing Members;

(c) set draw policy for the Company;

(d) determine the annual compensation of all Members;

(e) acquire, hold, manage, own, sell, transfer, convey, assign, exchange, pledge or otherwise dispose of the Company's interest in securities or any other investments made or other property held by the Company;

(f) open, have, maintain and close bank and brokerage accounts, including the power to draw checks or other orders for the payment of money;

(g) vote, give assent and otherwise to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to the securities or other assets of the Company, including without limitation subscription rights, on behalf of the Company;

(h) bring and defend actions and proceedings at law or in equity or before any governmental administrative or other regulatory agency, body or commission;

(i) hire consultants, attorneys, accountants and such other agents and employees of the Company as it may deem necessary or advisable, including persons or entities that may be Members or affiliated with any Member, and to authorize each such agent and employee to act for and on behalf of the Company;

(j) make such elections, filings and determinations under the tax laws of the United States, the several states or other relevant domestic or foreign jurisdictions as to any matter;

(k) pay or cause to be paid out of the capital or income of the Company, or partly out of capital and partly out of income, as the Management Committee deems fair, all expenses, fees, charges, taxes and liabilities incurred or arising in connection with the conduct of the affairs of the Company, or in connection with the management thereof, including but not limited to, the fees, expenses and charges for the services of the Company's consultants, auditors, counsel, custodians, and such other agents or independent contractors and such other expenses and charges as the Management Committee may deem necessary or proper to incur;

(l) enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations;

(m) purchase and pay for such insurance, if any, as the Management Committee shall deem necessary or appropriate for the conduct of the business of the Company, including without limitation key man insurance policies naming the **[Company/Members]** as beneficiary and insurance policies covering any person individually against all claims and liabilities of every nature arising by reason of being, or holding, having held, or having agreed to hold office as, a member, officer, employee, agent, or independent contractor of the Company, or being, serving, having served, or having agreed to serve at the request of the Company as a member, director, trustee (or in any other fiduciary capacity), officer, member, employee, agent or independent contractor of another corporation, joint venture, limited liability company, trust or other enterprise, or by reason of any action alleged to have been taken or omitted by any such person in any of the foregoing capacities, including any action taken or omitted that may be determined to constitute negligence, whether or not in the case of insurance the Company would have the power to indemnify such person against such liability;

(n) guarantee obligations of entities in which the Company has a direct or indirect interest, upon such terms and conditions as the Management Committee may deem advisable and proper;

(o) borrow money for the Company from banks, other lending institutions, any Member or any affiliate of any Member as such terms as the Management Committee deems appropriate, and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(p) enter, make and perform such other contracts, agreements and other undertakings as may be necessary or advisable or incidental to the carrying out of any of the foregoing powers, objects or purposes; and

(q) execute all other instruments of any kind or character and to take all action of any kind or character which the Management Committee may in its sole discretion determine to be necessary or appropriate in connection with the business of the Company.

4.3. Officers. The Management Committee may elect officers of the Company, including Co-Presidents, a Treasurer and a Secretary of the Company, and may elect or appoint one or more Vice Presidents and such other officers of the Company as the Management Committee may determine. The officer positions will rotate through the members of the Management Committee on a semi-annual basis. The Management Committee may use descriptive words and phrases to designate the standing, seniority or area of special competence of the officers selected or appointed. Any two or more offices may be held by the same person. All officers as between themselves and the Company shall have such authority and perform such duties in the management of the Company as may be provided in this Section 4.3 or as the Management Committee may from time to time determine, and may act on behalf of the Company in the manner and regarding such matters as is provided for in this Section 4.3 or as may be authorized by the Management Committee. From time to time the Management Committee may establish, increase, reduce or otherwise modify the responsibilities of the

officers of the Company or may create or eliminate offices as the Management Committee may consider appropriate. Each officer elected by the Management Committee shall serve until his or her successor is duly elected or, if earlier, until his or her death, resignation or removal. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled by the Management Committee.

The initial officers of the Company shall be as follows:

James Pratt-Heaney	– Co-President
Kevin Burns	– Co-President
Bill Lomas	– Treasurer
Bill Loftus	– Secretary

4.4. Limitation of Powers of Members: Liability of Members. Except in their capacities as Managers and officers, the Members shall take no part in the conduct or control of the business of the Company and shall have no authority or power to act for or bind the Company. The Members shall not hold themselves out as managers or officers or take any action on behalf of the Company or in any way commit the Company to any agreement or contract and shall have no right or authority to do any of the foregoing. Except as explicitly provided herein or in the Act, no Member shall be liable for any debt, liability or other obligation of the Company or any other Member. The liability of each Member under this Agreement is limited to its obligation to make Capital Contributions to the Company in amounts from time to time provided under Sections 2.1 and 2.2 and nothing set forth elsewhere in this Agreement or in any other document, and nothing arising from any other transaction whatsoever between or among any or all of the Members or the Company, shall have the effect of removing, diminishing, or otherwise affecting such limitation.

4.5. Liability and Indemnification.

(a) No Manager or officer shall be personally liable, solely by reason of being a Manager or officer or exercising the rights and duties of a Manager or officer hereunder, for any debt, obligation or liability of the Company. A Manager or officer shall not have any liability to the Company or to any Member for any loss suffered by the Company which arises out of any action or inaction of such Manager or officer if the Manager or officer reasonably and in good faith believes that such course of conduct was in the best interests of the Company, and if such course of conduct did not constitute gross negligence or willful misconduct of the Manager or officer and did not violate any provision of this Agreement.

(b) Except as provided below or as otherwise required by law, the Company shall indemnify (and, at the Company's option, defend) each Manager and officer against any claims, losses, judgments, liabilities, fines, penalties, expenses (including, without limitation, attorneys' fees and costs) and any amounts paid in settlement of any claims paid or incurred by such person in connection with or arising out of any claim, or any civil or criminal action or other proceeding of whatever nature brought against such person by reason of being or having been a Manager or officer. Such indemnification shall apply even though at the time of such

claim, action, or proceeding such person is no longer a Manager or officer of the Company. The foregoing indemnification shall be conditioned, however, upon the person seeking it, at all times and from time to time, (1) fully disclosing to any person designated by the Company or its counsel all relevant facts, events and occurrences; and (2) fully cooperating with and assisting the Company and its counsel in any reasonable manner with respect to protecting or pursuing the Company's interests in any matter relating to the subject matter of the claim, action or other proceeding for which indemnification is sought. No indemnification shall be provided for any person with respect to any matter attributable to the gross negligence or willful misconduct of the indemnitee or as to which such person did not act in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in the manner he reasonably believes to be in the best interests of the Company.

(c) Expenses reasonably incurred in defending any claim, action, suit or proceeding of the character described in the preceding paragraph may be advanced by the Company prior to final disposition thereof upon receipt of an undertaking by the recipient to repay all such advances if it is ultimately determined that such person is not entitled to indemnification.

(d) Any rights of indemnification hereunder shall not be exclusive, shall be in addition to any other right which a Manager or officer may have or obtain, and shall accrue to such Manager's or officer's estate.

ARTICLE V
Distributions and Allocations

5.1. Allocations. Except as otherwise determined by the Management Committee, all items of profits and losses will be allocated to the Members in accordance with their Percentage Interests.

5.2. Payments to Members. Members shall receive monthly draws as determined by the Management Committee and annual payments with respect to each year as determined by the Management Committee. Each Member shall receive twenty-five percent (25%) of the Company's distributions as determined by the Management Committee.

ARTICLE VI
Withdrawal or Removal of Members

6.1. Withdrawal by Members. A Member may withdraw from the Company subject to the provisions of Article VIII.

6.2 Removal of Members. If a Member commits any act that constitutes cause as defined under Section 8.10, such Member shall be removed from the Company upon written request of the Management Committee.

ARTICLE VII

Amendments

The Management Committee may, without the necessity of the consent of any of the Members, amend any provision of this Agreement in any way that would not have an adverse effect on any Member, and may, without the necessity of the consent of any of the Members, amend Schedule A to this Agreement from time to time to reflect any changes in the Percentage Interests of the Members or any sale or other transfer of any interest in the Company or any withdrawal of a Member or any admission of a new Member permitted by this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time. The Management Committee may, with the approval of Members holding at least sixty-five percent (65%) of Percentage Interests, amend any provision of this Agreement.

ARTICLE VIII
Assignment and Transfer

8.1. Member Transfers.

(a) Except as expressly provided in this Article VIII, no Member may sell, assign, transfer, pledge, hypothecate, mortgage, encumber or otherwise dispose of, by gift, by operation of law or otherwise, voluntarily or involuntarily (in any such case, a "Transfer"), any or all of such Member's limited liability company interests of the Company ("Interests"). Any Transfer contrary to the provisions of this Agreement without the approval and express, written consent of the Management Committee shall be null and void ab initio and of no force and effect whatsoever.

(b) Each Member acknowledges that the Company and the other Members would suffer irreparable harm upon any Transfer of Interests in violation of this Agreement and that money damages would not be an adequate remedy; and in addition to any other legal or equitable remedies which they may have, the Company and the other Members may enforce their rights by actions for specific performance (to the extent permitted by law) and the Company may refuse to record any transfer or issuance of Interests and to recognize any transferee as one of its members for any purpose, including without limitation, distribution and voting rights, until all applicable provisions of this Agreement have been complied with.

8.2. Family Transfers. A Member may transfer all or any part of its limited liability company interests to (i) another Member, or (ii) such Member's spouse, Member's issue, a spouse of any issue, such Member's estate or testamentary trust, or a trust for the benefit of any of the foregoing (each a "Family Transferee"); provided that the transferee of such transfer agrees to be bound by the terms of this Agreement. Provided, further, that upon the death, withdrawal, removal, disability, or bankruptcy of a Member, any Interest transferred to a Family Transferee shall be subject to the provisions of Sections 8.3, 8.4, 8.5, 8.6, 8.10 and 8.13 hereof as if such Interests had not been transferred by the Member.

8.3. Death.

(a) Upon the death of a Member, the remaining Members shall purchase, and the legal representative of the estate of the deceased Member shall sell at the purchase price established in accordance with the provisions of Section 8.7(b), all Interests owned by the deceased Member at the date of death. The Company Value (as defined in Section 8.8) to be utilized to determine the purchase price for the Interests of a deceased Member shall be the Company Value as of December 31 of the year prior to the year in which the Member dies. The transfer of such Interests to the estate of the deceased Member or his legal representative upon the Member's death shall not be a violation of this Agreement.

(b) The purchase price for the Interests of the deceased Member shall be paid in a lump sum to the extent of the proceeds of the insurance policy on the life of the deceased Member owned by the the remaining Members as listed on Schedule C hereof and the balance, if any, subject to the provisions of Section 8.12 hereof, shall be paid pursuant to the terms of Section 8.7(c) hereof. If the purchase price as determined in accordance with the provisions of Section 8.7(b) hereof is less that the insuance proceed, the excess of such proceeds over the purchase price shall be retained by the remaining Members. The legal representative of the estate of the deceased Member shall deliver the certificate evidencing the Interests of the deceased Member to the remaining Members upon the their tendering payment for such Interests to the legal representative by cash and/or cash and promissory note of the remaining Members.

8.4. Disability. For purposes hereof, a Member shall be deemed to be disabled if he has become so physically and/or mentally incapacitated that in the reasonable opinion of the Management Committee, and based upon a reasonable interpretation of available medical evidence, he would be unable to substantially perform his duties on behalf of the Company, with or without reasonable accommodation, for a continuous period of at least one (1) year or for a period of fifteen (15) months in any eighteen (18) month period. Upon such determination of disability by the Management Committee, the Company shall pay the disabled Member, in lieu of all other compensation, an annual amount equal to $250,000, payable in such installments as determined by the Management Committee and reduced by any disability insurance payments made to the disabled Member from group insurance policies provided by the Company, until the Member is no longer disabled (as determined by the Management Committee) or his Interests are purchased as hereinafter provided (the "Disability Period"). If the Member remains disabled for twelve (12) consecutive months or for a period of fifteen (15) months in any eighteen (18) month period, the Company or the remaining Members shall purchase and the Member shall sell, all Interests owned by the disabled Member at the purchase price established in accordance with the provisions of Section 8.7(b). The Company Value to be utilized to determine the purchase price for the Interests of a disabled Member shall be the Company Value as of December 31 of the year prior to the year in which such twelve (12) or eighteen (18) month period expires. The purchase price for the Interests shall be paid pursuant to the terms of Section 8.7(c) hereof. The Management Committee may adjust amounts paid to the disabled Member during the Disability Period in the event of and during the continuance of a Compensation Shortfall (as defined in Section 8.12).

8.5 Withdrawal. If any Member withdraws from the Company for any reason except as provided in Sections 8.2 through 8.4, the Company or the remaining Members shall be

obligated to purchase from the Member, and the Member shall be obligated to sell to the Company or the remaining Members, all of his Interests of the Company at the price established in accordance with the provisions of Section 8.7(b). The Company Value to be utilized to determine the purchase price for such Member's Interests shall be the Company Value as of December 31 of the year prior to the year in which withdrawal occurs. Each Member shall give at least three (3) months prior written notice of his desire to withdraw from the Company.

8.6 Bankruptcy. If a Member voluntarily files for relief under any bankruptcy or insolvency law or voluntarily files for the appointment of a receiver or makes an assignment for the benefit of creditors, or a Member is subjected involuntarily to such a filing or assignment and such involuntary filing or assignment is not discharged within ninety (90) days (each an "Event of Bankruptcy"), the Company or the remaining Members shall have the right and option, but not the obligation, to purchase all or a portion of the Interests which are owned by said Member at a purchase price established in accordance with the provisions of Section 8.7(b). Upon the exercise by the Company or the remaining Members of their option to purchase as provided herein, the Member shall sell his Interests in accordance with the provisions of this Section. Such right to purchase shall arise upon the occurrence of the Event of Bankruptcy and shall continue in effect until eighteen (18) months after the Company receives written notice of such event from said Member (and such right shall not expire if the Company does not receive such notice), and may be exercised by the Company or the remaining Members by written notice to such Member given at any time within said period. The Company Value to be utilized to determine the purchase price for the Interest under this Section 8.6 shall be the Company Value as of December 31 of the year prior to the year in which the Event of Bankruptcy occured. The Company or the remaining Members shall, subject to the provisions of Section 8.12 hereof, pay the purchase price pursuant to the provisions of Section 8.7(c).

8.7. Closing; Purchase Price; Method of Payment for Member's Interests.

(a) For purchases of Interests hereunder resulting from death, disability, bankruptcy or removal for cause, the closing of all such purchases and sales (except for installment payments due thereafter) shall occur within ninety (90) days of the date on which the event that triggered the purcahse occurred, except as otherwise provied herein or determined by the Management Committee. In the event the closing cannot reasonably occur within such ninety (90) day period or the Company shall not be legally able to redeem the Interests, then the closing shall occur on the earliest alternative closing date. For purchases made as a result of a withdrawal without cause pursuant to Section 8.5, the closing (except for installment payments due thereafter) shall occur on the earlier of (1) that date when the Management Committee has determined that the withdrawing Member has substantially completed the transition of his clients to remaining Members, or (2) that date which is one (1) year from the date of notice of such Member's withdrawal; provided however, if the closing as aforesaid is scheduled on a date on which the Company is not legally able to redeem the Interests, the closing shall occur on the first date thereafter on which the Company is legally able to redeem the Interests and the closing shall not occur before the Company Value is determined under Section 8.8.

(b) The purchase price to be paid by the Company or the remaining Members to a Member (or agent, guardian, executor or representative thereof) will be an amount determined by multiplying the applicable Company Value, defined hereinafter, by the Member's Percentage Interest. The Company or the remaining Members shall be entitled to set off against the purchase price, an amount equal to all costs, expenses and damages as described in Sections 8.9 and 8.10.

(c) The Company or the remaining Members shall, subject to the provisions of Section 8.12 hereof, pay the purchase price by means of equal annual payments (or more frequently at the option of the Company or the remaining Members) over a period of not more than five (5) years with interest at an annual rate of six percent (6%), or at the applicable federal rate published by the Internal Revenue Service, if greater, to avoid imputed interest under the Internal Revenue Code and the rules and regulations promulgated thereunder; such obligation to be evidenced by a promissory note in form approved by the Management Committee, which shall allow for prepayment in part or in full at any time without penalty and for reduction or deferral in making payment(s) for the reason described in Section 8.12 hereof.

(d) Upon the closing of any purchase of Interests pursuant to this Agreement, the Member shall deliver to the Company or the remaining Members either (a) the certificate or certificates representing the Interests being sold (or affidavits of loss therefor, in form and substance satisfactory to the Company or the remaining Members), duly endorsed for transfer and bearing such documentary stamps, if any, as are necessary, or (b) if such certificate or certificates are already in the Company's possession, such duly endorsed stock powers as the Company or the remaining Members may request to permit it to record such repurchase on the records of the Company; and in either case, such assignments, certificates of authority, tax releases, consents to transfer, instruments, and evidences of title of the selling Member and of his compliance with this Agreement as may be reasonably required by the Company or the remaining Members or by counsel for the Company or the remaining Members.

(e) Each Member shall execute and deliver, in connection with any sale of such Member's Interests to be effected pursuant to the provisions of this Agreement, his resignation, if applicable, as a manager and officer of the Company and from any other position he may hold with the Company.

8.8. Valuation of the Company. The initial value of the Company shall be the value determined by Focus Financial Partners, LLC in any acquisition of the Company or a predessor entity that closes before December 31, 2009. Thereafter, or if no such acquisition has occurred, the Management Committee shall determine the value of the Company within thirty (30) days of the end of each fiscal quarter. The method to be utilized in the calculation of such value for purposes hereof shall be five (5) times the Focus Management Fee (as such term is defined in that Management Agreement to be entered into between the Company, Focus Financial Partners, LLC and certain of its operating subsidiaries) for the prior four calendar quarters, reduced by the aggregate outstanding principal balance of promissory notes issued by the Company; such value is herein referred to as "Company Value" and shall be deemed to include goodwill.

8.9. Continuing Obligations.

(a) Commencing on the date a Member gives notice of his withdrawal from the Company, such Member shall employ any and all good faith efforts to assist the remaining Members and the Company in retaining for the Company his assigned clients and business contacts which he was responsible for while a Member of the Company.

(b) Upon the closing of any purchase of Interests pursuant to this Agreement, the selling Member shall provide reasonable assistance and services to the Company and assist the Company in retaining such selling Member's client base for up to one (1) year after the closing date. Such services may include up to ten (10) hours of office work per week for which the selling Member shall be compensated at the rate of one hundred dollars ($100.00) per hour.

(c) For two years after the Member's withdrawal, the Member shall not in any function or capacity, whether for its, his or her own account or the account of any other person or entity (other than the Company), directly or indirectly, solicit the sale of, market or sell products or services similar to those sold or provided by the Company to (x) any person or entity who is a customer or client of the Company at any time during the term of this Agreement (the "Clients"). As used in this Agreement, "solicit" means the initiation, whether directly or indirectly, of any contact or communication of any kind whatsoever, for the express or implicit purpose of inviting, encouraging or requesting a Client to:

(i) transfer assets to any person or entity other than the Company;

(ii) obtain investment advisory or similar related services from any person or entity other than the Company; or

(iii) otherwise discontinue, change, or reduce such Client's existing business relationship with the Company.

The term "solicit" as used in this Agreement also includes any mailing, e-mail message, or other verbal or written communication that is sent directly or indirectly to one or more Clients informing them: (i) that the Company is no longer providing any or all services, (ii) that the Company plans to no longer provide any or all services, (iii) that the Member is or will be no longer associated with the Company, or (iv) how to contact the Member in the event that the Member is no longer associated with the Company.

(d) The Company or the remaining Members shall be entitled to set off against any installment payments pursuant to its purchase of Interests under this Agreement an amount equal to all costs, expenses (including attorneys' fees) and damages incurred as a result of (a) a breach by the Member of this Section 8.9 or any other section of this Agreement, (b) the negligence, gross negligence or willful misconduct of the Member, or (c) any provision of any non-competition, confidentiality and/or non-solicitation agreement to which the Member is a party. All Members shall, not later than the date of execution and delivery hereof, execute the Company's Non-Competition Agreement or equivalent thereof. The rights of set off as set forth

herein shall be in addition to any and all remedies available to the Company or the remaining Members under law or resulting from the Member's violation of any agreement with the Company.

8.10. Removal for Cause.

(a) In the event a Member is removed from the Company for cause (as hereinafter defined), the Company or the remaining Members shall have the right, to be evidenced by written notice of its election to purchase sent to such Member, to purchase the Interests of such Member for an amount determined pursuant to the provisions of Section 8.7(b) as reduced by an amount equal to the amount of any and all damages, loss, costs (including attorney fees) and any other expenses or measurable damages resulting directly or indirectly from the circumstances of such Member's removal for cause. In any such event, the Member shall be obligated to sell his/her Interests to the Company or the remaining Members for the purchase price as described herein. The Company Value to be utilized to determine the purchase price for the Interests under this Section 8.10 shall be the Company Value as of December 31 of the year prior to the year in which removal occurs. The Company or the remaining Members shall, subject to the provisions of Section 8.12 hereof, pay the purchase price pursuant to the provisions of Section 8.7(c).

(b) For purposes hereof, "cause" shall mean (a) indictment for or conviction of, or the entering of a plea of nolo contendere by a Member with respect to, a felony, (b) abuse of controlled substances or alcohol or acts of dishonesty or moral turpitude by a Member that are detrimental to the assets, including reputation, of the Company; (c) intentional acts or omissions that materially damage or were intended to materially damage the business of a Company; (d) negligence in the performance of, or disregard by a Member of material obligations relating to his/her engagement, which negligence or disregard continue unremedied for a period of fifteen (15) days after written notice thereof; (e) breach by the Member of any non-competition, confidentiality and/or non-solicitation agreement to which the Member is a party, (f) failure of a Member to dediciate his full time and efforts to the business and affairs of the Company, or (g) with respect to any Member who is a member of the Management Committee, through October 31, 2015, his failure to maintain Connecticut as his primary residence.

8.11. Certificate Endorsement. The certificates for all Interests of the Company subject to this Agreement shall be endorsed substantially as follows: "The sale or transfer of this certificate is subject to transfer restrictions set forth in the Company's Limited Liability Company Agreement dated November 30, 2009, as amended from time to time, a copy of which is available for inspection at the principal office of the Company."

8.12. Deferral of Installment Payments.

(a) All parties hereto acknowledge that the Company or the remaining Members may become obligated pursuant hereto to make one or more purchases of Interests held by the Members. It is further acknowledged that such purchases by the Company or the remaining Members may be effected in all or part by means of installment payments pursuant to the terms hereof and promissory note(s) of the Company or the remaining Members. Therefore, it is specifically agreed that notwithstanding any such obligation(s) of the Company or the remaining Members, however evidenced, the Company or the remaining Members may, upon their sole discretion, defer (or reduce the amount of) any such installment payments during a

period of "Compensation Shortfall" (herein defined). If more than one promissory note is outstanding, any deferral or reduction shall be in proportion to the outstanding principal balance of the outstanding promissory notes. For purposes hereof, a Compensation Shortfall shall mean a decline in the Company's financial performance for any fiscal year(s), such that the amount of compensation from the Company paid to non-selling Members is more than twenty-five percent (25%) less than the average compensation paid by the Company (or its predecessor) to the non-selling Members during the three (3) fiscal year period (hereinafter, "Base Period") immediately preceding the occurrence of the event which resulted in the Company's or the remaining Members' obligation to make such installment payments. Interest shall continue to accrue during any such deferral or reduction of installment payments.

(b) Installment payments shall be promptly resumed at such time as the compensation of the non-selling Members from the Company for any fiscal year again exceeds seventy-five percent (75%) of the average of such compensation during the Base Period.

(c) Upon resumption of installment payments in the full amounts called for herein, (1) the due dates of any such promissory notes shall be deemed automatically extended by a period equal to the period during which installment payments were deferred or reduced, and (2) the Company or the remaining Members may, at their sole discretion, make additional payments of principal and/or interest to make up for any payments of principal and/or interest that was deferred or reduced. The parties intend that any promissory note(s) executed by the Company or the remaining Members pursuant hereto shall include language to carry forth the intent of this section and in the event, through inadvertence, such language is not included in any such notes, it shall be deemed to have been included.

8.13 Right of First Refusal.

(a) If a Member (individually, a "Transferor") receives a bona fide written offer (the "Transferee Offer") from any other person (a "Transferee") to purchase all but not less than all of or any interest or rights in the Transferor's Membership Interest (the "Transferor Interest") for a purchase price denominated and payable in United States dollars, then, prior to any Transfer of the Transferor Interest, the Transferor shall give the Company and the remaining Members (the "Remaining Members") written notice (the "Transfer Notice") containing each of the following:

(i) the Transferee's identity;

(ii) sufficient facts concerning the bona fide offer to enable the Company and the Remaining Members to arrive at an informed judgment as to the bona fides of such offer and the background and financial and business capabilities of such Transferee;

(iii) a true and complete copy of the Transferee Offer; and

(iv) the Transferor's offer (the "Offer") to sell the Transferor Interest to the Company and Remaining Members for a total price equal to the price set forth in the

Transferee Offer (the "Transfer Purchase Price"), which shall be payable on the terms of payment set forth in the Transferee Offer.

(b) The Offer shall be and remain irrevocable for a period (the "Offer Period") ending at 11:59 P.M. local time at the Company's principal office, on the sixtieth (60th) day following the date the Transfer Notice is given to the Company and the Remaining Members. At any time during the first thirty (30) days of the Offer Period, the Company may accept the offer by notifying the Transferor in writing that the Company intends to purchase all, but not less than all, of the Transferor Interest. If the Company has not so elected to purchase the Transferor Interest, at any time during the next thirty (30) days, the Remaining Members may accept the offer by notifying the Transferor in writing that the Remaining Members intend to purchase all, but not less than all, of the Transferor Interest. If two (2) or more Remaining Members desire to accept the Offer, then, in the absence of an agreement between or among them, each such Remaining Member shall purchase the Transferor Interest in the proportion that his or her respective Percentage bears to the total Percentages of all of the Remaining Members who desire to accept the Offer. If the Company or the Remaining Members accepts the Offer, then the parties shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the Offer Period.

(c) If neither the Company nor the Remaining Members accept the Offer (within the time and in the manner specified in this Section), then the Transferor shall be free for a period (the "Free Transfer Period") of thirty (30) days after the expiration of the Offer Period to Transfer the Transferor Interest to the Transferee, for the same or greater price and on the same terms and conditions as set forth in the Transfer Notice. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section 8.13 shall cease and terminate and such transfer shall again become subject to the terms and conditions of this Section 8.13.

(d) Any Transfer by the Transferor after the last day of the Free Transfer Period or without strict compliance with the terms, provisions, and conditions of this Section and the other terms, provisions, and conditions of this Agreement, shall be null and void and of no force or effect.

(e) Notwithstanding anything contained herein to the contrary, the transferee of all or any portion of or any interest or rights in any Membership Interest or Interest shall not be entitled to become a Member or exercise any rights of a Member except as set forth in the following sentence. The transferee shall be entitled to receive, to the extent transferred, only the distributions and allocations of profits and losses to which the transferor would be entitled; and such transferee shall not be admitted as a Member unless a majority in interest of the remaining Members consent, which consent may be withheld in their sole and absolute discretion.

ARTICLE IX
Dissolution, Winding Up and Termination

9.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up at any time there are no members of the Company or upon the occurrence of any of the following events:

(a) the written determination of one hundred percent (100%) of the Management Committee; and

(b) the entry of a decree of judicial dissolution has occurred.

9.2. Liquidation. Upon the dissolution of the Company, the Management Committee, or, in the event that there is no Management Committee, a person approved by Members holding at least a majority of the Percentage Interests, as the "Liquidating Trustee," shall immediately commence to wind up the affairs of the Company; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(a) to the payment of liquidation and the debts and liabilities of the Company, but excluding all debts to former members;

(b) to the setting up of such reserves as the liquidators may reasonably deem necessary for any contingent liabilities of the Company (including, without limitation, reserves for payment of continuing malpractice insurance coverage, premises restoration obligations and file storage expenses);

(c) to the former members on account of all payments due to them; subject, however, to the continuing conditions and limitations imposed by Section 8.12;

(d) to each of the Members, the amount of their Capital Contributions; and

(e) the balance, to the Members in proportion to their respective Capital Accounts in relation to the total Capital Accounts of all Members.

9.3. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his Capital Account and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of his Capital Account, distributions, or allocations unless otherwise provided in this Agreement or applicable law.

9.4. Termination. The Company shall terminate when all the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article IX, and the Certificate of Organization shall have been canceled in the manner required by the Act.

ARTICLE X
Reports

10.1. Fiscal Year and Records. The fiscal year of the Company shall be the calendar year. The Management Committee shall keep or cause to be kept complete and accurate books and records reflecting all activities of the Company. Such books and records of the Company shall be kept at its principal office, and the Members and their representatives shall at all reasonable times have access thereto for the purpose of inspecting or copying the same.

10.2. Reports. After the end of each fiscal year, annual financial statements (together with statements of the Capital Accounts of the Members and any distributions) shall be prepared by an independent certified public accountant chosen from time to time by the Management Committee and shall be distributed as the Management Committee determines. The Management Committee shall also prepare or have prepared the Company's appropriate state and federal income tax returns and shall furnish the appropriate information tax returns to each Member as soon as practicable after March 15th of each year.

ARTICLE XI
Miscellaneous

11.1. Counterparts. This Agreement may be executed in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart; provided, however, that the several counterparts, in the aggregate, shall have been executed by all of the Members. Any Person agreeing in writing to be bound by the provisions of this Agreement shall be deemed to have executed a counterpart of this Agreement for all purposes hereof.

11.2. Notices. Any notice, demand or other communication given to a Member or the Company under this Agreement shall be deemed to be given if given in writing addressed (or to the addressee at such other address as the addressee shall have specified by notice actually received by the addressor), and if either (a) actually delivered in fully legible form to such address, in the case of delivery by same day or overnight courier, by confirmation of delivery from the overnight courier service making such delivery), or (b) in the case of a letter, five days shall have elapsed after the same shall have been deposited in the United States mails, with first-class postage prepaid.

If to the Company, to:

Partners Wealth Management LLC
33 Riverside Avenue, Fifth Floor, Westport, CT 06880

If to any Member, to it at its address or telecopy number, if any, set forth on Schedule A.

11.3. Waiver of Partition. Each Member hereby waives any rights to partition the property of the Company.

11.4. Successors. This Agreement is not assignable by any party without the prior written consent of the other parties. This Agreement shall be binding on the executors, administrators, estates, heirs, legal representatives, successors and, subject to the above limitation, assigns of the Members.

11.5. Member Votes and Consents. Any and all consents, agreements or approvals provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of the Company.

11.6. Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver occurred; provided, however, that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver is given.

11.7. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by all parties to this Agreement.

11.8. Entity Classification. It is the intention of the Members that the Company be treated as a partnership for federal income tax purposes.

11.9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Connecticut without giving effect to any conflict or choice of law provisions that would make applicable the domestic substantive law of any other jurisdiction.

11.10 Severability. If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

11.11. Section Headings. Section headings are for the guidance of the reader only and shall be of no effect in construing the contents of the respective Sections.

11.12. Further Acts. Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the others in order to carry out the provisions and purposes of this Agreement.

11.13. Sophistication of Parties. Each of the parties (i) is sophisticated in negotiating business transactions, (ii) is, or has had the opportunity to be and has elected not to be,

represented by counsel, (iii) has reviewed each of the provisions in this Agreement carefully and (iv) has negotiated or has had full opportunity to negotiate the terms of this Agreement, specifically including, but not limited to, Section 11.7 above.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties to this Agreement have executed the same as of the date first above set forth in one or more separate counterparts.

MEMBERS SHOWN ON SCHEDULE A

Kevin Burns

James Pratt-Heaney

William Lomas

Willam Loftus.

Schedule A

Members and Percentage Interests

Name	Percentage Interests
Kevin Burns 15 River Lane, Westport, CT 06880	25%
James Pratt-Heaney 7 Christina Lane, Weston CT 06883	25%
William Lomas 293 Lyons Plain Road Weston, CT 06883	25%
Willam Loftus 3 Stoney Point West, Westport, CT 06880	25%
TOTAL:	100%

Schedule B

Members of Management Committee

Name	
Kevin Burns	25%
James Pratt-Heaney	25%
William Lomas	25%
Willam Loftus	25%

Schedule C

Insurance Policies

EXHIBIT B

MINTZ LEVIN

David R. Lagasse | 212 692 6743 | drlagasse@mintz.com

Chrysler Center
666 Third Avenue
New York, NY 10017
212-935-3000
212-983-3115 fax
www.mintz.com

December 18, 2013

Mr. Kevin Burns
Partner Wealth Management, LLC
33 Riverside Ave., 5th Floor
Westport, CT 06880

Re: Engagement of Mintz Levin as Legal Counsel

Dear Mr. Burns:

We are very pleased that Partner Wealth Management LLC has engaged Mintz Levin as legal counsel, and we look forward to working with you.

This engagement letter and the enclosed engagement documents are intended to provide you and Mintz Levin the clarity and protection that a carefully articulated agreement provides. The engagement documents are a formal way to (1) ensure that our representation adheres to the rules of professional responsibility that all licensed attorneys are obligated to uphold, (2) describe the scope of Mintz Levin's obligations to you and (3) delineate the terms of representation.

Mintz Levin has long placed client satisfaction as a paramount goal of its practice, and always has recognized that client satisfaction depends both on the quality of the Firm's legal work and, as important, on strong relationships built on mutual respect and good will. This engagement letter and the enclosed engagement documents are a direct reflection of that commitment.

As your legal counsel, we will represent Partner Wealth Management in connection with developing a partnership compensation plan and other, future matters that you may request and which we agree to accept.

Terms of the Mintz Levin Engagement. This engagement letter, together with the enclosed Engagement Memorandum to Mintz Levin Clients and the Firm's Billing, Disbursement and Expense Policies, both of which are incorporated herein by reference, describe the terms of Mintz Levin's engagement. Among other things, these documents explain the Firm's billing arrangements and procedures, discuss staffing, request an advance conflict of interest waiver and explain the respective responsibilities of Mintz Levin and our clients with regard to the Firm's engagement. Please read these enclosures carefully, and call me to discuss any questions that you may have. Execution and return of the engagement letter to us will signify your agreement to the provisions of this engagement letter, the Billing, Disbursement and Expense Policies and the Engagement Memorandum.

Conflicts. We have represented Jeffrey Fuhrman in connection with a number of matters historically and currently in connection with the negotiation of his employment terms with Partner Wealth Management. We have considered whether there are any conflicts between Mr. Fuhrman and Partner Wealth Management in connection with advising you in connection with matters unrelated to Mr. Fuhrman's employment and we have concluded that there are no actual or apparent conflicts that would prevent us from representing you in matters unrelated to his employment.

In the unlikely event that a conflict does arise between Mr. Fuhrman and Partner Wealth Management, however, we reserve the right to withdraw from representing Partner Wealth Management by providing you with a written notice of withdrawal and to continue to represent Mr. Fuhrman. Partner Wealth Management hereby consents to our continued representation of Mr. Fuhrman and agrees not to seek to disqualify us from representing him under these circumstances.

Initial Payments to Mintz Levin. As a good business practice and in anticipation of the time and resources Mintz Levin will commit to the representation, the Firm requests that Partner Wealth Management make an advance fee payment upon agreeing to engage Mintz Levin. This will confirm that you will make an initial payment to the Firm of $5,000.00 at commencement of the engagement. This payment will be refunded to the extent it is not earned. Any difference between the amount of this initial payment and the amount of the final bill shall be refunded or billed as appropriate, and the payment will be treated by Mintz Levin as required by applicable ethical rules, policies and procedures concerning the Firm's professional responsibility with respect to such advance payments by clients.

Mintz Levin is very pleased to have the opportunity for this representation, and we look forward to working with you. ***Please call us with any questions about this letter or its enclosures. Unless you have questions or special instructions for us, we assume that you have reviewed this letter in full and accept all of the terms outlined in this letter and the enclosures.***

Please do not hesitate to contact me at any point throughout the engagement with any questions or uncertainties you wish to discuss.

Please return an executed copy of this letter to my attention, along with the requested retainer, and thank you.

Very truly yours,

David R. Lagasse

Partner Wealth Management LLC

By: _____
Kevin Burns
Member

Enclosures (3): Duplicate engagement letter to be signed and returned to Mintz Levin;
Engagement Memorandum to Clients; and
Billing, Disbursement and Expense Policies