

#### **Deferred Payment Agreement**

This Deferred Payment Agreement (this "Agreement") is made this 15th day of August, 2020 by and between JurisPrudent Deferral Solutions LLC (the "Company") and Gaurav Law (the "Participant"). For good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Participant agree as follows:

#### 1.Purpose

By execution of this Agreement the Company and the Participant hereby agree to the Company's undertaking the obligations to the Participant described in this Agreement (the "Obligations"), in exchange for the payments the Participant causes to be made to the Company as described in Section 2.

#### 2.Deferral Payment

As part of the settlement of the case described in Section 1 of the Appendix attached hereto (the "Case") the Participant shall irrevocably elect to have paid to the Company the total amount or percentage of contingency fees otherwise payable to Participant as set forth in Section 2 of the Appendix (such amount, the "Deferral Payment"). In exchange for the Company's undertaking the Obligations, the Participant shall take all necessary steps to cause such Deferral Payment to be paid to the trust designated by the Company below, out of the settlement or judgment in the Case. On the date the Company receives the Deferral Payment, the Company shall establish a notional account for the Participant (the "Account") with an initial notional amount equal to the amount of the Deferral Payment. The Company and the Participant may agree to have this Agreement apply to other cases, in which case the parties shall execute an additional Appendix (differentiated by sub-title A, B, ...) with respect to each such case, and all references in this Agreement to the Appendix shall then also be deemed to refer to such additional Appendixes (Appendix A, Appendix B, ...).

The Deferral Payment may be wired to:

The Bank of New York Mellon

ABA #011001234

ACCOUNT NUMBER: 0000051780 ACCOUNT NAME: PWM A/C Funding

For FURTHER CREDIT TO: Jurisprudent Deferral Solutions, LLC Deferred Payment Plan

ACCOUNT NAME: PWA A/C Funding

Reference: FBO Gaurav Law

If sending payment via ACH:

Transit/Routing Number: 011001234 Account Number: 987108470DJ000

Account Type: checking Reference: FBO Gaurav Law



If sending payment by check:
Make Check Payable to: BNY Mellon – JPDS Trust
Include in Memo Line: FBO Gaurav Law
Attn: Margot Donohue

1250 H St. NW, Suite 1100 Washington, DC, 20005

Ph. (202) 624-7957

(You can also include a letter with any additional information that won't fit on the check to alleviate any uncertainty.)

#### 3.Distribution Payment

Distribution Payments will be made to the Participant by the Company as set forth in Section 3 of the Appendix.

#### 4. Notional Investment Elections

The currently available notional investments are identified in Section 5 below (the "Notional Investments"). The available Notional Investments may be changed by the Company at any time in its sole discretion by notice provided to the Participant; provided that at least one such Notional Investment shall always be a money market account (the "Default Notional Investment").

The Deferral Payment is allocated to the Default Notional Investment upon receipt by the Company. The Participant may make an initial election of allocations to the Notional Investments in Section 4 of the Appendix, and may modify those elections from time to time using procedures designated by the Company. All Notional Investment elections (and any modifications thereto) made during any given month will be effective as of the last day in each month in which the financial markets are open for trading ("Business Day"). Notional buys and sells will be executed at the bid-offer prices on the last Business Day of the month (i.e. notional buys at the offered price and notional sells at the bid price). Requests to modify Notional Investment allocations must be received by the Company no later than the third Business Day prior to the last Business Day of the month. Otherwise such requested Notional Investment allocations will not be effective until the last day of the next following month. If the Participant makes an initial election of allocations in Section 4 of the Appendix, the Deferral Payment must be received by the Company no later than the third Business Day prior to the last Business Day of the month for such initial elections to be effective in the month the Deferral Payment is received. If the Participant fails to make a Notional Investment election after notice that a Notional Investment previously selected by the Participant is no longer offered by the Company, the Default Notional Investment shall be deemed elected for such relevant portion of the Account. Notwithstanding the foregoing, the Company may at any time, after giving notice to the Participant, require that the Default Notional Investment be deemed elected for all or a portion of the Account.



#### 5.Initial Notional Investment Menu

Asset Class / Style	Notional Investment	Ticker	Fund Expense
U.S. Fixed Income			·
Short-Term U.S. Bonds	Vanguard Short-Term Bond ETF	BSV	0.07 %
Total U.S. Bonds	Vanguard Total Bond Market ETF	BND	0.04 %
Inflation-Linked U.S. Bonds	Schwab US TIPS ETF	SCHP	0.05 %
High Yield U.S. Bond	iSharesiBoxx \$ High Yield Corp BD ETF	HYG	0.49 %
Money Market	Vanguard Federal Money Market	VMFXX	0.11 %
International Fixed Income			
Multisector Bond	PIMCO Income Fund Institutional Class	PIMIX	1.05 %
International Developed Bonds	Vanguard Total International Bond ETF	BNDX	0.09 %
Emerging Markets U.S.\$ Bonds	iShares JPMorgan USD Emerging Markets Bond	EMB	0.39 %
U.S. Equity			
Large Cap Growth	iShares Russell 1000 Growth ETF	IWF	0.19 %
Large Cap Value	iShares Russell 1000 Value ETF	IWD	0.19 %
Mid Cap	iShares Core S&P Mid-Cap ETF	IJH	0.06 %
Small Cap	iShares Core S&P Small-Cap ETF	IJR	0.07 %
Berkshire Hathaway Inc.	Berkshire Hathaway B Shares	BRK-B	0.00 %
S&P 500	Vanguard S&P 500 ETF	VOO	0.03 %
International Equity			
Emerging Markets Equity	SPDR Portfolio Emerging Markets ETF	SPEM	0.11 %
International Developed Equity	iShares Core MSCI EAFE ETF	IEFA	0.07 %
Real Assets			
U.S. Real Estate	Vanguard Real Estate ETF	VNQ	0.12 %
International Real Estate	Vanguard Global Ex-US Real Estate ETF	VNQI	0.12 %
Commodities	PowerShares DB Commodity Tracking ETF	DBC	0.85 %
Gold	SPDR Gold Trust	GLD	0.40 %

#### **6.Maintenance of Account**

The Account shall be credited/debited with notional earnings/losses as of each day in which the financial markets are open for trading (each a "Valuation Date"), from the date when the Account is established, based on the balance of the Account as of the immediately prior Valuation Date. Such notional earnings/losses credited/debited to the Account shall be based on the Participant's choices among the Notional Investments as in effect on such Valuation Date. In addition, the Account shall be debited (i) in the amount of each Distribution Payment made to the Participant pursuant to Section 3 of the Appendix, at the time of such Distribution Payment and (ii) on a monthly basis in an amount equal to 1/12 of the annual fee shown in Section 5 of the Appendix applied to the notional balance.



#### 7. Right of Set Off and Tax Withholding

Unless otherwise determined by the Company, any amount payable pursuant to Section 3 of the Appendix to the Participant shall be net of any outstanding amounts (including, without limitation, loans, loan interest and legal fees) the Participant owes to the Company or its affiliates and any taxes the Company is required to withhold with respect to such Distribution Payments, and any such netted amounts shall be treated as having been distributed to the Participant for purposes of debiting the Account. The Company reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which Company or its affiliates have or may be entitled to (whether by operation of law or otherwise) arising out of this Agreement or any other outstanding transactions between the parties.

#### 8. Claims on Trust Assets in the Event of Company Insolvency

This Agreement constitutes a promise by the Company to make Distribution Payments in accordance with the terms of this Agreement, and the Participant shall have the status with respect to the amounts credited to the Account from time to time only of a general unsecured creditor of the Company. While the Deferral Payment will be wired into an account maintained for a trust established under a trust agreement between the Company and Bank of New York Mellon (the "Trust Agreement"), which restricts the ability of the Company to withdraw funds from such trust, the assets in the trust remain subject to the general claims of creditors of the Company in the event it is Insolvent (as defined in the Trust Agreement). Nothing in this Agreement or the Trust Agreement will be construed to give the Participant or any other person rights to any specific assets of the Company or any other person.

#### 9. Participant Representations

The Participant represents and warrants to the Company as follows (and such representations and warranties shall be deemed repeated each time the Participant signs an Appendix):

- (a)The Participant is authorized to enter into this Agreement and to perform all of its duties hereunder. The Participant further warrants that this Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against the Participant in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of contractual rights generally.
- (b)The Participant's financial condition is such that the Participant is able to bear all risks of entering into this Agreement and holding the rights obtained under this Agreement. In that regard, the Participant: (i) is an "accredited investor," as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"); and (ii) has such knowledge and experience in financial and business matters, or has the means of obtaining advice and counsel as to such matters, that the Participant is, or together with the Participant's advisors are, capable of evaluating the merits and risks of entering into this Agreement, including without limitation, selecting one or more Notional Investments hereunder.



- (c)The Participant affirms and acknowledges that: (i) the Company does not engage in the practice of investment advice, investment management, tax advice, law or accounting, and the Participant is not relying on the Company, directly or indirectly, for the provision of any such advice or services; and (ii) the Company does not act, including by virtue of performing the Obligations hereunder, as an "investment adviser" to the Participant, as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940. The Participant further affirms that in entering into this Agreement the Participant has relied on the Participant's own tax, legal and financial advisors and not on the Company, nor any of its employees, agents, representatives or independent producers. In that regard, no representative of the Company has made any guarantee or representation upon which the Participant has relied or can rely concerning the possibility or probability of profit or loss or the realization of any tax benefits as a result of the Participant entering into this Agreement or electing any one or more Notional Investments.
- (d)The Participant has had full and ample opportunity to evaluate and assess this Agreement and has been furnished with all information deemed necessary or appropriate by the Participant in connection therewith.
- (e)Nothing in this Agreement shall be construed or interpreted to make the Company and the Participant partners or joint venturers, or to make one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein.
- (f)As of the date of this Agreement, the Participant has no legal entitlement to receive a fee with respect to the Case.
- (g)During the taxable year of the Participant in which judgment will be entered in the Case or a settlement agreement will be executed with respect to the Case, the Participant will be a service provider actively engaged in the trade or business of providing legal services, and will provide substantial services to two or more unrelated clients (service recipients), consistent with Treasury Regulations Section 1.409A-1(f)(2).
- (h)The Participant agrees to treat the non-tax related information in this Agreement in strictest confidence. The Participant also agrees not to disclose any portion of the non-tax related information in this Agreement to anyone other than the Participant's employees, agents, officers, directors, counsel or other professionals (collectively referred to herein as "Representatives"), reasonably determined by the Participant to have a need to have access to the Agreement, provided that the Participant shall inform its Representatives of the terms of this Section 9(h), and the Participant agrees to be responsible for any breach by such Representatives. In the event the Participant or any Representative is required (whether by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise) to disclose any of the non-tax related information in this Agreement, the Participant agrees to (a) to the extent permitted by applicable law, promptly provide the Company with a copy of such subpoena or order and (b) support the Company's attempts to maintain the confidentiality of the information.



#### 10.Company Representations

- (a)The Company shall not engage in any business or activity other than (i) creating, structuring, marketing and selling Deferred Payment Agreements to individuals and firms doing business in the legal profession, (ii) providing requisite administrative, funding, risk management support, hedging and consulting services, (iii) providing bona fide loans as approved by the Company's Board and (iv) doing such other things and carrying on any other activities which the Company's Board determines to be necessary to any of the foregoing.
- (b)The Company has established a trust to help pay its obligations under this Agreement and to restrict the Company's ability to withdraw funds from such trust unless the remaining value of the assets is sufficient for the Company to meet 100% of the Company's obligations under all of its Agreements.
- (c)The Company has hired an established deferral plan record-keeper to administer this Agreement. The Company has also hired an independent 3rd party to prepare, on a monthly basis, a summary statement indicating that the value of the assets is sufficient for the Company to meet 100% of the Company's obligations under all of its Agreements ("Adequate Funding Statement"). In the event that the summary statement prepared indicates that the value of the assets is NOT sufficient for the Company to meet 100% of the Company's obligations under all of its Agreements ("Inadequate Funding Statement"), then authority over all outflows of assets from the trust will be transferred to an independent 3rd party until such time that an Adequate Funding Statement can be generated. Any outflows of assets from the trust which the trust agreement prohibits when there is an Inadequate Funding Statement will not be authorized by the independent 3rd party.
- (d)The Company will establish an Advisory Committee, composed of outside advisors and members of the Company's Board of Directors, with oversight of the trust and with the sole authority, along with the unanimous approval of the Company's Board of Directors, to make changes to the Trust Agreement.
- (e)The Company agrees to treat all of the Participant's non-tax related information in this Agreement in strictest confidence. The Company also agrees not to disclose any portion of the Participant's non-tax related information in this Agreement to anyone other than the Company's employees, agents, officers, directors, counsel or other professionals (collectively referred to herein as "Representatives"), reasonably determined by the Company to have a need to have access to the information, provided that the Company shall inform its Representatives of the terms of this Section 10(f), and the Company agrees to be responsible for any breach by such Representatives. In the event the Company or any Representative is required (whether by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise) to disclose any of the Participant's non-tax related information in this Agreement, the Company agrees to (a) to the extent permitted by applicable law, promptly provide the Participant with a copy of such subpoena or order and (b) support the Participant's attempts to maintain the confidentiality of the information.



#### 11.Non-Assignability

Except for the right of off-set in Section 7, none of the Distribution Payments of the Participant hereunder shall be subject to any claim of any creditor of the Participant and, in particular, such Distribution Payments shall not be subject to attachment or garnishment or other legal process by any creditor of the Participant, nor shall the Participant have any right to alienate, participate, hedge, commute, pledge, encumber or assign any of the Distribution Payments that it may expect to receive, contingently or otherwise, under this Agreement, and any attempt to so alienate, participate, hedge, commute, pledge, encumber or assign any such Distribution Payment shall be null and void and of no force or effect. Notwithstanding the foregoing, the rights of the Participant under this Agreement shall be assigned to the person(s) identified in Section 7 of the Appendix (who the Participant represents are partner(s) in the Law Firm), if any, upon payment to the Company of the Deferral Payment. With respect to any portion of the Deferral Payment being assigned, if assigned to more than one partner, multiple Appendices could be executed for the same case. In addition, if the Participant is an individual, the Participant may designate one or more persons or entities to receive any payments to which the Participant is entitled after the death of the Participant by providing the Company with signed written notice of such designation, or by making a designation through the online deferral account provided by the Company.

#### 12. Arbitration; Choice of Forum

(a)Any dispute, controversy or claim between the Company and the Participant arising out of or relating to or concerning this Agreement shall be finally settled by arbitration in New York City before, and in accordance with the rules then obtaining of the American Arbitration Association (the "AAA") in accordance with the commercial arbitration rules of the AAA. This Paragraph is subject to the provisions of Paragraphs (b) and (c) below.

(b) THE COMPANY AND THE PARTICIPANT SHALL IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE CITY OF NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT THAT IS NOT OTHERWISE ARBITRATED OR RESOLVED ACCORDING TO PARAGRAPH 12(a) HEREOF. This includes any suit, action or proceeding to compel arbitration or to enforce an arbitration award. The Company and the Participant acknowledge that the forum designated by this Paragraph(b) has a reasonable relation to the Agreement.

(c)This provision as to forum is independent of the law that may be applied in the suit, action or proceeding, and the Company and the Participant agree to such forum even if the forum may under applicable law choose to apply non-forum law. The Company and the Participant hereby waive, to the fullest extent permitted by applicable law, any objection which the Company or the Participant now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in Paragraph (b) of this Section 12. The Company and the Participant undertake not to commence any suit, action or proceeding arising out of or relating to or concerning this Agreement in any forum other than a forum described in this Section 12.



#### 13.Governing Law

This Agreement shall be construed, administered and governed in all respects under and by the laws of the State of New York, without reference to the principles of conflicts of law.

#### 14. Severability; Entire Agreement

If any of the provisions of this Agreement is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected thereby. This Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations and warranties between them, whether written or oral with respect to the subject matter thereof.

#### 15.No Third Party Beneficiaries

This Agreement shall not confer on any person other than the Company, its affiliates and the Participant any rights or remedies thereunder.

#### 16.Notices

Any notice, demand or other communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by a nationally recognized courier service (for delivery within two (2) or fewer Business Days), by telecopy with confirmation by telephone, or by electronic mail (with delivery confirmation):

if to the Company, to the address below, or to such other address as the Company may from time to time specify by notice to the Participant:

JurisPrudent Deferral Solutions LLC Attn: Leif Lundberg 200 Providence Rd, Suite 100 Charlotte, NC 28207 Ph. (704) 332-5020

mail: leif.lundberg@jpdsllc.com

if to the Participant or Assignee, at the address set forth in Section 6 or Section 7 of the Appendix, or to such other address or telecopy number as the Participant or Assignee may from time to time specify by notice to the Company.



## 17. Headings and Subheadings

Title: President

Headings and subheadings in this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions hereof.

IN WITNESS WHEREOF, this Deferred Payment Agreement has been executed on behalf of the parties hereto on the day and year first above written.

JurisPrudent Deferral Solutions, LLC (the "Company")	Gaurav Law (the "Participant")
By: Leif Lundberg	By:
Name: Leif Lundberg	Name: Test125 Gaurav Enrollment

# Juris Prudent Deferral Solutions LLC

#### **Appendix A-1**

**1.Case name:** Case 8/10/2020 2.Deferral Payment – Choose one from (a) through (c) below and fill in the appropriate values: (a)A Deferral Payment of \$250,000.00 of the contingency fee(s) which but for this election the Participant would otherwise receive from the Case(s). (b)A Deferral Payment of \_\_\_\_\_% of the contingency fee(s) which but for this election the Participant would otherwise receive from the Case(s). (c) A Deferral Payment of \_\_\_\_\_\_% of the contingency fee(s) which but for this election the Participant would otherwise receive from the Case(s) in excess of If the actual payment received by the Company is less than the amount specified above, then the actual payment received by the Company will be the Deferral Payment. 3. Distribution Payment Election: Option (a) the Extension Ladder Option is automatically assumed to be selected unless the Participant requests a Traditional Distribution Option by selecting (b). (a)Extension Ladder Option: Under this option, beginning 2 years after the date the Company receives the Deferral Payment, amounts will be distributed over 20 quarterly Distribution Payments for 5 years, with each such Distribution Payment being in the amount of the Account balance divided by the remaining number of Distribution Payments. Those Distribution Payments will be made on the last day of each calendar quarter in which the financial markets are open for trading. One year plus one month prior to each scheduled Distribution Payment, an automatic deferral request (a "Deferral Request") will occur and that Distribution Payment will then be deferred for an additional 5 years. This Deferral Request will be automatically renewed each quarter ("Evergreen") until the Participant submits a request to the Company requesting that no further Deferral Requests for the Account take place. At that point, all prior Deferral Requests will be irrevocable, provided, however, that the Participant may submit a request that automatic deferral requests resume with respect to any remaining payments that are scheduled to be made at least one year plus one month following the date of such request. The Company can, at its sole discretion, decline any Evergreen Deferral Request prior to its becoming effective, thereby causing benefits to be paid as if no further Deferral Requests will be valid.



☐ (b)Traditional Distribution Options: Distribution Payments will be for a period
beginning on the calendar quarter following the Distribution Date selected by the
Participant, such date selected no less than 12 months from the date the Company
receives the Deferral Payment. For Distribution Payments beginning at an age, say age
65, the date entered would be the date of your 65th birthday. Distribution Payments may
be paid by the Company to the Participant in a lump sum or in substantially equal annual or
quarterly payments over a number of calendar years or quarters as selected by the
Participant with each such Distribution Payment being in the amount of the Account
balance divided by the remaining number of Distribution Payments. One year and one
month prior to a Distribution Payment, Participant may submit to the Company a Deferral
Request to delay the Distribution Payment. However, the Distribution Payment must be
deferred a minimum of five additional years the.

Distribution Date	Distribution Schedule
(month and year)	☐ Lump Sum
☐ Age 65	undersignment quarterly installments

4.Initial Notional Investment Election (Optional –The Initial Notional Investment Election will be the Vanguard Prime Money Market (the "Default Notional Investment"). If the following section is not completed, your allocation may be changed on-line via your deferral account.)



## NOTIONAL INVESTMENT MENU: Initial Election, if elected at time of deferral)

Asset Class / Style	Notional Investment	Ticker	Initial % Allocation, if elected
U.S. Fixed Income			
Short-Term U.S. Bonds	Vanguard Short-Term Bond ETF	BSV	
Total U.S. Bonds	Vanguard Total Bond Market ETF	BND	
Inflation-Linked U.S. Bonds	Schwab US TIPS ETF	SCHP	
High Yield U.S. Bond	iSharesiBoxx \$ High Yield Corp BD ETF	HYG	
Money Market	Vanguard Federal Money Market	VMFXX	
International Fixed Income			
Multisector Bond	PIMCO Income Fund Institutional Class	PIMIX	
International Developed Bonds	Vanguard Total International Bond ETF	BNDX	
Emerging Markets U.S.\$ Bonds	iShares JPMorgan USD Emerging Markets Bond	EMB	
U.S. Equity			
Large Cap Growth	iShares Russell 1000 Growth ETF	IWF	
Large Cap Value	iShares Russell 1000 Value ETF	IWD	
Mid Cap	iShares Core S&P Mid-Cap ETF	IJH	
Small Cap	iShares Core S&P Small-Cap ETF	IJR	
Berkshire Hathaway Inc.	Berkshire Hathaway B Shares	BRK-B	
S&P 500	Vanguard S&P 500 ETF	VOO	
International Equity			
Emerging Markets Equity	SPDR Portfolio Emerging Markets ETF	SPEM	
International Developed Equity	iShares Core MSCI EAFE ETF	IEFA	
Real Assets			
U.S. Real Estate	Vanguard Real Estate ETF	VNQ	
International Real Estate	Vanguard Global Ex-US Real Estate ETF	VNQI	
Commodities	PowerShares DB Commodity Tracking ETF	DBC	
Gold	SPDR Gold Trust	GLD	
Model Portfolio			
Aggressive	Aggressive Model Portfolio	MPJURIS5	100 %
Conservative	Conservative Model Portfolio	MPJURIS1	
Moderate	Moderate Model Portfolio	MPJURIS3	
Moderate-Aggressive	Moderate-Aggressive Model Portfolio	MPJURIS4	
Moderate-Conservative	Moderate-Conservative Model Portfolio	MPJURIS2	

**5.Annual Fee:** 1 %



# **6.Participant contact information:**

Law Firm Name: Gaurav Law

Attention: Test125 Gaurav Enrollment

TIN/EIN: 1324567891

Address: test23
Phone: (972) 035-9119
Email Address: gauravs@excelgens.com

7.Assignee: N/A



## -Signatures page-

IN WITNESS WHEREOF, these Appendices A-1, A-2 to the Deferred Payment Agreement has been executed on behalf of the parties hereto on 15 August, 2020.

By: Leif Lundberg  By:	By:	
Name: Test125 Gaurav Enro	ollment	
Title: President	Title: Test	