SHn 4/10/92

MEMORANDUM OF AGREEMENT

Agreement made this 6th day of April 1992, by and between Rabinowitz, Boudin, Standard, Krinsky & Lieberman, P.C. and District 65, UAW.

It is hereby stipulated and agreed that the current collective bargaining agreement between the parties, including all of its amendments, shall continue as provided therein, except as specifically stated below:

1. Effective January 1, 1992, Article 18 (Security Plan) is amended by reducing the required contributions from 20% to 7% which amount shall be used for pension benefits and for retiree benefits of employees, except as provided in paragraph 5 of this Agreement.

2. Effective January 1, 1992, the Employer agrees to participate in the "GHI/District 65 Plan" and to make premium contributions on behalf of employees. The Employer agrees to make contributions for the period covered by this memorandum based upon 7 individuals and 3 families and the rates of $163.79 per month for the individuals and $379 for families. If the make up of the unit shall change from 7 individuals and 3 families and the change in make up shall result from a new hire then Employer shall be responsible for any increased cost. If the make up of the unit shall change for any other reason, employer shall not be responsible for any additional costs resulting from the change.

3. The Employer shall continue to contribute up to a maximum of $1,000 on an annual basis ($400 to the Security Plan and up to $600 to NPA) for each retiree for the provision of

medical and pharmacy benefits.

4. Effective January 1, 1992, the Employer shall no longer be obligated to contribute to the NPA prescription program on behalf of its active employees.

5. a. The employer shall not be obligated to bear the cost of any change except as outlined in this memorandum beyond the costs which would have actually been incurred as provided under the collective bargaining agreement prior to this memorandum with the further exception of the payments outlined in paragraph 5(b)(ii) below.

b. The employer and the unit shall pay the amount of $15,663.49 which is the amount the union represents to be the amount referred to as the "unpaid bills" plus the one percent administrative fee in the arbitration award by Martin F. Scheinman in the Matter of the Trustees of the District 65 Security Plan dated June 27, 1991. Said amount shall be paid as follows:

i. The employees in the unit shall direct that the payments which would otherwise have been credited to pension shall be redirected by the Security Fund to payment of the $15,663.49 for the year beginning January 1, 1992. In instructing the Pension Plan to redirect such payments, the employees expressly understand that they will not receive pension credit for any year for which contributions are not made by reason of this redirection. The Union represents that all other units and employees which make such redirection have a similar understanding. The Union further represents that the Pension Fund shall not be caused to be underfunded by such redirection.

Should District 65, with the approval of the employees in the Rabinowitz, Boudin, Standard, Krinsky & Lieberman, P.C. bargaining unit, and the trustees of the District 65 pension plan and the trustees of the District 65 welfare plan, respectively, decide that the pension portion of RBSKL's total contribution to the security plan, which is five (5%) percent ("the 5% pension portion"), be utilized for one (1) year to pay the "unpaid bill" amount as defined above, District 65 and the trustees of the pension plan and the trustees of the welfare plan, respectively, agree to jointly and severally hold harmless and indemnify RBSK&L, its shareholders and attorney-employees or other employees (who are not members of the bargaining unit) from and against any and all liability, loss, damage, cost, expense, claims or actions arising out of, related to or in connection with the utilization of the aforesaid 5% pension portion of RBSK&L's total contribution to the security plan, including but not limited to reasonable attorney's fees and expenses and including but not limited to a claim for withdrawal liability or for increased contributions to the District 65 pension plan due to insufficient funding of and/or assets in the pension plan and to any disqualification, increased taxes or other adverse consequences to any pension plan of RBSK&L or the beneficiaries of any such plan or RBSK&L.

The approval of the employees in writing shall be provided to RBSK&L at the time this memorandum is signed.

ii. The employer shall pay $6,178.10 in nine equal monthly installments toward the difference between the $15,663.49 and the redirected pension payments as provided in paragraph (i). Any additional difference between the unpaid bills amount and redirected pension payments shall be the responsibility of the employees of the unit, except that if the redirected pension payments shall be reduced from the anticipated amounts due to the lay-off of any additional workers, Employer shall be responsible for the additional difference between the unpaid bills amount and the redirected pension payments caused by such lay-off.

6. The Employer's obligation to make the payments referred to in paragraph 5 of this memorandum are predicated on the Union's representation that the medical bills and costs for the employees not previously paid by the Security Fund and those incurred up to January 1, 1992 will actually be paid through the Security Fund coverage provided by the Union. If such bills incurred by the employees are not paid, employer shall be under no obligation to make any further payments and employer reserves all rights to take whatever steps are appropriate.

7. The employees in the unit shall be enrolled in the state disability program and appropriate deductions shall be made from the employees' salary checks for such coverage and employer shall pay its appropriate share for such coverage.

8. The provisions of this memorandum of understanding

set forth shall be effective as of January 1, 1992.

9. This Agreement is subject to ~~the~~ ratification ~~of~~ gk

gk by the Union and its members. ~~the members of the Union.~~

For The Employer:

Rabinowitz, Boudin, Standard, Krinsky & Lieberman, P.C.

By: Edward Copeland

For The Union:

Julie Kushner, VP

Simone M. Leal

Kezia Gleckman Heyman

For The Trustees of the Pension Plan

[illegible]

For the Trustees of the Welfare Plan

[illegible]

AGREEMENT

Effective January 30, 1995, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 2110 (the "UAW") and Robinowitz, Boulin, Stark Krinsky & Helbraun, P.C. (the "Employer") hereby agree as follows:

1. The current collective bargaining agreement in effect between the UAW and the Employer is hereby amended so as to eliminate the obligation of the Employer to contribute to that certain pension plan formerly known as the District 65 Pension Plan (the "Old Plan").

2. The current collective bargaining agreement in effect between the UAW and the Employer is hereby amended so as to require that the Employer make a contribution ~~equal to ___% of total compensation of its bargaining unit employees~~ into an interest bearing escrow account (the "Escrow Account") for the purpose of establishing a new pension plan (the "New Plan"). The obligation to make contributions to the Escrow Account and the New Plan shall be in addition to, and not in substitution for, any obligation that the Employer may have pursuant to ERISA or the Internal Revenue Code to continue to make payments to the Old Plan. The compensation paid to bargaining unit employees shall not be reduced or offset by the contributions to the Escrow Account or the New Plan.

MK

of $600.00 per year for employees who have completed one year of employment.

3. Contributions to the Escrow Account shall commence effective February 1, 1995 in quarterly installments (i.e., $150.00) for compensation earned on and after that date. The Employer shall maintain accurate records allocating this contribution among bargaining unit employees.

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4. On or before June 30, 1995, the UAW and the Employer shall determine by mutual agreement what vehicle shall be used to provide pension benefits and shall establish the New Plan. Following establishment of the New Plan, (i) the assets of the Escrow Account shall be transferred to the New Plan and (ii) contributions pursuant to Paragraph 2 above shall be paid to the New Plan.

5. [Option 1] ~~The New Plan shall provide coverage for any bargaining unit employee(s) who lose benefits accrued under the Old Plan because such employees were not yet vested in the Old Plan on January 30, 1995. The Employer shall make such additional contributions to the New Plan as shall be required to provide such coverage.~~ MK

5. [Option 2] ~~The Employer and the UAW may agree that the New Plan will provide coverage prior to February 1, 1995 for any employee(s) who lose benefits accrued under the Old Plan by allocating some of the assets in the Escrow Account for that purpose in the New Plan. This allocation of assets from the Escrow Account shall not increase the Employer's contribution obligation.~~ MK

6. Until the establishment of the New Plan, no employee shall have a right to any of the assets in the Escrow Account. The Escrow Account shall not constitute a pension plan under ERISA or the Internal Revenue Code.

For the UAW

For the Employer

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