

## DEFERRED PROSECUTION AGREEMENT

1. Defendant STEVEN H. DAVIS ("Defendant") and the New York County District Attorney's Office ("DANY") hereby enter into this Deferred Prosecution Agreement (this "Agreement"). This Agreement shall be in effect for a period of sixty (60) months from the date of its execution (the "Period of this Agreement").
2. Defendant was Chairman, and later a member of the Office of the Chair, of Dewey & LeBoeuf LLP, an international law firm headquartered in New York County. In late February 2014, a New York County Grand Jury returned Indictment 773/2014 (the "Indictment") charging Defendant and three others with various crimes related to their conduct at Dewey & LeBoeuf LLP, including Scheme to Defraud in the First Degree, Grand Larceny in the First Degree, Falsifying Business Records in the First Degree, violation of the Martin Act, and Conspiracy in the Fifth Degree.
3. Following trial on the Indictment, the jury deliberated for 21 days. During that time, the jury returned two partial verdicts acquitting Defendant on a number of Falsifying Business Records in the First Degree counts but did not reach a verdict on the remaining counts, and the Court declared a mistrial.
4. Based on juror interviews conducted by DANY and counsel for Defendant, the parties understand that the jury was deeply divided on some of the remaining counts. DANY believes that the admissible evidence against Defendant establishes his guilt on the remaining counts beyond a reasonable doubt, but based on the outcome of the trial, recognizes that a jury at any retrial may fail to reach a verdict or may acquit

Defendant on the remaining counts. Defendant, after consultation with his counsel, recognizes that based on the admissible evidence, a jury at any retrial may convict him on some or all of the remaining counts.

5. Concurrent with this Agreement, Defendant is entering into an agreement with the United States Securities and Exchange Commission (the "SEC") consenting to the entry of a judgment in Securities and Exchange Commission v. Steven H. Davis et al., 14 Civ. 1528 (VEC), which among other things includes a prohibition from acting as an officer or director of any public company. Additionally, Defendant agrees to be suspended from appearing or practicing before the SEC as an attorney pursuant to Rule 102(e)(3) of the SEC's Rules of Practice and will consent to execute any document or further agreement necessary to effectuate such a suspension in any proceeding initiated by the SEC for that purpose (collectively, the "SEC Agreements"). Defendant's entry into the SEC Agreements is a material consideration in DANY's decision to enter into this Agreement.
6. Defendant agrees that he shall in all respects comply with his obligations under this Agreement as follows:
  - a. Defendant agrees not to commit any crimes in New York State or any other jurisdiction.
  - b. Defendant agrees not to practice law in New York State during the Period of this Agreement.
  - c. Defendant agrees not to violate his obligations under the SEC Agreements.

- d. Defendant agrees to appear for a status conference before the Court in this case when requested by the People upon reasonable notice and at least annually during the Period of this Agreement.
  - e. At the first Court appearance following execution of this Agreement, Defendant will withdraw all pending motions related to the criminal case.
7. Defendant agrees that in all instances, DANY has sole discretion to determine whether Defendant has violated his obligations under this Agreement, and Defendant further agrees that such determination shall not be subject to judicial review. Prior to any final determination by DANY that Defendant has violated his obligations under this Agreement, Defendant will be given a reasonable opportunity to be heard by DANY. Without limitation to any other determination by DANY, should Defendant be arrested in any jurisdiction during the Period of this Agreement, or should DANY in its sole discretion determine that Defendant or any party representing him has made any statement that contradicts the provisions of this Agreement, DANY may determine that Defendant has violated his obligations under this Agreement.
8. Upon the consent of the Court, in order to allow Defendant an opportunity to demonstrate good conduct and compliance with the terms of this Agreement, DANY will defer prosecution of the Defendant during the Period of this Agreement, so long as Defendant does not violate his obligations under this Agreement. DANY agrees that, if Defendant remains in compliance with all of his obligations under this Agreement throughout the Period of this Agreement, DANY will within 30 days of

the expiration of the Period of this Agreement, move that the Court dismiss the Indictment against Defendant with prejudice.

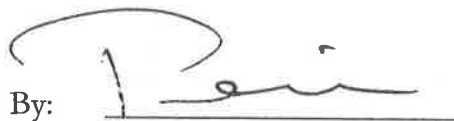
9. Should Defendant violate his obligations under this Agreement, DANY may prosecute Defendant on all remaining counts in the Indictment. In such event, Defendant expressly waives any rights he may have under the proffer agreements he entered into with DANY on November 27 and December 16, 2013, and DANY may use any statements made by Defendant at the meetings covered by these proffer agreements in its case-in-chief at trial.
10. Defendant expressly waives all rights to a speedy trial on the Indictment pursuant to Criminal Procedure Law Section 30.30, any other applicable statute or rule, and under the New York State and federal constitutions, for the Period of this Agreement. This waiver is knowing, voluntary and in express reliance on the advice of Defendant's counsel, and Defendant shall inform the Court on the record of this waiver.

11. This document sets forth all the terms of this Agreement. Nothing in this Agreement shall prevent either Defendant or DANY from requesting from the other party a modification or addition to this Agreement; however, no modifications or additions to this Agreement shall be valid unless they are agreed to by both parties in writing and signed by DANY, Defendant, and Defendant's counsel. It is understood that this Agreement is binding on Defendant and DANY, but specifically does not bind any other federal, state or local law enforcement agencies, any licensing authorities or any regulatory authorities.

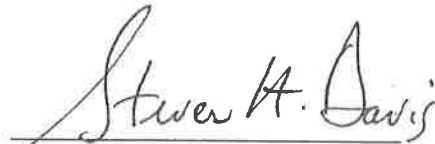
Dated: New York, New York  
January 8, 2016

Cyrus R. Vance, Jr.  
District Attorney

By:



Peirce R. Moser  
Assistant District Attorney



Steven H. Davis  
Defendant



Elkan Abramowitz, Esq.  
Counsel for Defendant