

**RESOLUTION APPOINTING ALTERNATE BOND COUNSEL  
FOR THE CVPH REFUNDING TRANSACTION ONLY**

A regular meeting of the Board of Directors of Clinton County Capital Resource Corporation (the “Issuer”) was convened in public session in the offices of the Issuer located at 190 Banker Road, Suite 500 in the Town of Plattsburgh, Clinton County, New York on September 12, 2016 at 12:00 o’clock noon, local time.

The meeting was called to order by the (Vice) Chairperson of the Board of Directors of the Issuer and, upon roll being called, the following members of the Board of Directors of the Issuer were:

PRESENT:

Trent Trahan	Chairperson
David Hoover	Vice Chairperson
Michael E. Zurlo	Secretary
Keith Defayette	Treasurer and Chief Financial Officer
Kim Murray	Assistant Secretary
Mark Leta	Member
John VanNatten	Member

EXCUSED:

ISSUER STAFF PRESENT INCLUDED THE FOLLOWING:

Paul A. Grasso	Interim Executive Director
Barbara Shute	Recording Secretary
George W. Cregg, Jr., Esq.	General Counsel

The following resolution was offered by M. Zurlo, seconded by K. Defayette, to wit:

Resolution No. 09-16-02

RESOLUTION AUTHORIZING THE RETENTION OF ALTERNATE BOND  
COUNSEL IN CONNECTION WITH THE PROPOSED CVPH REFUNDING  
TRANSACTION ONLY.

WHEREAS, pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, as amended (the “Enabling Act”), Revenue Ruling 57-187 and Private Letter Ruling 200936012, the County Legislature of Clinton County, New York (the “County”) adopted a resolution on November 10, 2010 (the “Sponsor Resolution”) (A) authorizing the incorporation of the Issuer under the Enabling Act and (B) appointing the initial members of the board of directors of the Issuer; and

WHEREAS, on December 13, 2010, a certificate of incorporation was filed with the New York Secretary of State’s Office (the “Certificate of Incorporation”) creating the Issuer as a public instrumentality of the County; and

WHEREAS, the Issuer is authorized and empowered by the provisions of the Enabling Act to relieve and reduce unemployment, promote and provide for additional and maximum employment, better and maintain job opportunities, and lessen the burdens of government and act in the public interest, and in carrying out the aforesaid purposes and in exercising the powers conferred in the Enabling Act, the Enabling Act declares that the Issuer will be performing essential governmental functions; and

WHEREAS, to accomplish its stated purposes, the Issuer is authorized and empowered under the Enabling Act to acquire real and personal property; to borrow money and issue negotiable bonds, notes and other obligations therefore; to lease, sell, mortgage or otherwise dispose of or encumber any of its real or personal property upon such terms as it may determine; and otherwise to carry out its corporate purposes in the territory in which the operations of the Issuer are principally to be conducted; and

WHEREAS, Champlain Valley Physicians Hospital Medical Center (the “Borrower”), a New York not-for-profit corporation, submitted an application (the “Application”) to the Issuer, a copy of which Application is on file at the office of the Issuer, which Application requested that the Issuer consider undertaking a project (the “Project”) for the benefit of the Borrower, said Project consisting of the following: (A) the refinancing, in whole or in part, of certain debt incurred by or on behalf of the Borrower, including but not limited to the outstanding (1) Variable Rate Demand Civic Facility Revenue Bonds (Champlain Valley Physicians Hospital Medical Center Project), Series 2002A in the original aggregate principal amount of \$10,800,000 (the “Series 2002A Bonds”) issued on June 18, 2002 by County of Clinton Industrial Development Agency (the “Prior Issuer”), (2) Multi-Mode Variable Rate Civic Facility Revenue Bonds (Champlain Valley Physicians Hospital Medical Center Refunding Project - Letter of Credit Secured), Series 2006A in the original aggregate principal amount of \$12,650,000 (the “Series 2006A Bonds”) issued on December 19, 2006 by the Prior Issuer, (3) Variable Rate Demand Civic Facility Revenue Bonds (Champlain Valley Physicians Hospital Medical Center Project), Series 2007A in the original aggregate principal amount of \$19,565,000 (the “Series 2007A Bonds”) issued on June 7, 2007 by the Prior Issuer and (4) Variable Rate Demand Civic Facility Revenue Bonds (Champlain Valley Physicians Hospital Medical Center Project), Series 2007B in the original aggregate principal amount of \$12,505,000 (the “Series 2007B Bonds”) issued on June 25, 2007 by the Prior Issuer, the proceeds of which Series 2002A Bonds, the Series 2006A Bonds, the Series 2007A Bonds and the Series 2007B Bonds (collectively, the “Prior Bonds”) were used to finance several Borrower projects with an address of 75 Beekman Street in the City of Plattsburgh, Clinton County, New York (collectively, the “Prior Projects”); (B) the financing of all or a portion of the costs of the foregoing by the issuance of revenue bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay the cost of undertaking the Project, together with necessary incidental costs in connection therewith, presently estimated to be \$37,515,000 and in any event not to exceed \$39,000,000 (the “Obligations”); (C) the payment of all or a portion of the costs incidental to the issuance of the Obligations, including issuance costs of the Obligations and any reserve funds as may be necessary to secure the Obligations; and (D) the making of a loan (the “Loan”) of the proceeds of the Obligations to the Borrower or such other person as may be designated by the Borrower and agreed upon by the Issuer; and

WHEREAS, in connection with the Project, the Borrower has indicated that (A) the Borrower is a controlled affiliate of the University of Vermont Health Network (“UVMHN”), an Article 28 Provider in New York State, (B) UVMHN is the parent company of the University of Vermont Medical Center (“UVMHC”) and certain other affiliated organizations (the “System”), (C) UVMHC is part of an obligated group (the “Obligated Group”) that will provide credit support for the Obligations, (D) UVMHC has done several financings with the Vermont Educational and Health Buildings Financing Agency (the “Vermont Issuer”),

and the Vermont Issuer has utilized as its bond counsel certain attorneys who recently moved to Norton Rose Fulbright US, LLP (“Norton Rose”), a law firm with an office in New York City, (E) for System wide due diligence and tax related issues on tax-exempt bonds sold for the benefit of the System, UVMHN has asked the Issuer to consider varying from its normal policy by retaining, for a single transaction only, Norton Rose to act as bond counsel to the Issuer in connection with the issuance by the Issuer of the Obligations; and

WHEREAS, by letter proposal dated September 9, 2016 from Norton Rose (the “Norton Rose Proposal”), a copy of which letter is attached hereto as Exhibit A, Norton Rose has offered to serve as bond counsel to the Issuer in connection with the proposed issuance of the Obligations; and

WHEREAS, the members of the Board of Directors of the Issuer are willing to appoint Norton Rose as bond counsel in connection with the proposed issuance of the Obligations on the condition that any advice and work product resulting from this representation is subject to review and comment by the Corporation’s general counsel;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF DIRECTORS OF CLINTON COUNTY CAPITAL RESOURCE CORPORATION, AS FOLLOWS:

Section 1. Solely in connection with the issuance by the Issuer of the Obligations, the Board of Directors of the Issuer hereby approves the appointment of Norton Rose to serve as bond counsel to the Issuer in connection with the issuance by the Issuer of the Obligations, on the condition that any advice and work product resulting from this representation is subject to review and comment by the Corporation’s general counsel.

Section 2. The Board of Directors of the Issuer hereby authorizes the Executive Director of the Issuer to accept the Norton Rose Proposal on behalf of the Issuer.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Trent Trahan	VOTING	YES
David Hoover	VOTING	YES
Michael E. Zurlo	VOTING	YES
Keith Defayette	VOTING	YES
Kim Murray	VOTING	YES
Mark Leta	VOTING	YES
John VanNatten	VOTING	YES

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK                    )  
  ) SS.:  
COUNTY OF CLINTON                )

I, the undersigned (Assistant) Secretary of Clinton County Capital Resource Corporation (the “Issuer”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Board of Directors of the Issuer, including the Resolution contained therein, held on September 12, 2016 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Board of Directors of the Issuer had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Board of Directors of the Issuer present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 12th day of September, 2016.

  
\_\_\_\_\_  
Michael E. Zurlo, Secretary

(SEAL)

EXHIBIT A  
BOND COUNSEL PROPOSAL

(See Attached)

**NORTON ROSE FULBRIGHT**

September 9, 2016

Norton Rose Fulbright US LLP  
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New York, New York 10103-3198  
United States

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Interim Executive Director  
Clinton County Capital Resource Corporation  
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nortonrosefulbright.com

Ladies and Gentlemen:

In connection with the refinancing of certain indebtedness of Champlain Valley Physicians Hospital (“CVPH”), we would be pleased to serve as bond counsel to Clinton County Capital Resource Corporation (the “Corporation”). It is appropriate, therefore, that we memorialize the terms of our engagement. This letter and the Attachment entitled “Additional Terms of Engagement,” which is an integral part of this letter, govern the terms of our engagement by the Corporation. If this letter (including the Attachment) is acceptable to you, please sign two copies in the space provided below, retain one copy and return the other copy to me.

**Client; Terms of Engagement**

Our client in this matter will be the Corporation, and we will advise the Corporation in connection with, and the scope of our engagement and duties to the Corporation shall relate solely to, our services as bond counsel in connection with the issuance, in accordance with the Corporation’s enabling legislation, of revenue bonds (the “Bonds”) by the Corporation for the benefit of CVPH to refund certain indebtedness previously issued for the benefit of CVPH (the “Representation”). In connection with the Representation, we are specifically being engaged by the Corporation to negotiate and prepare the Indenture securing the Bonds, between the Corporation and the trustee, the Loan Agreement between CVPH and the Corporation, the Bonds and the related memorandum of legal papers, and perform the tax diligence necessary to render the customary approving and tax opinion in respect of the issuance of the Bonds. You may limit or expand the scope of our Representation from time to time, provided that any substantial expansion must be agreed to by us.

It is understood and agreed that our engagement is limited to the Representation. We are not being retained as general counsel, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

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NORTON ROSE FULBRIGHT

#### **Our Personnel Who Will Be Working on the Representation**

Larry Bauer, Patti Wu, Uyen Poh and I will be working on the Representation, and Corporation personnel and counsel may call, write, or e-mail Larry, Patti, Uyen or me whenever they have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Based on your directive, we have agreed that any advice and work product resulting from this Representation is subject to review and comment by your General Counsel, Hodgson Russ, LLP

#### **Our Legal Fees and Other Charges; Duty to Client**

My time is billed at \$750 an hour. As noted above, it is anticipated that Larry Bauer, Patti Wu and Uyen Poh will participate in the Representation, and their billing rates per hour are \$750, \$750 and, \$650, respectively. In this Representation, we understand that The University of Vermont Medical Center, Inc. (“UVM MC”) has agreed to pay the legal fees on behalf of the Corporation. In light of that understanding, this Firm has reached an agreement with UVM MC to cap our fees at \$45,000, plus expenses regardless of the number of hours devoted to the matter. However, the scope of the matter may be expanded, as provided above, with the express consent of UVM MC. Such fee and expense shall be payable by UVM MC.

Notwithstanding such payment arrangement between the Corporation and UVM MC, the Corporation, not UVM MC, is our client and our ethical responsibility is to the Corporation. This payment arrangement will not interfere with our independent professional judgment or with our client-lawyer relationship with the Corporation, and the Corporation's confidential information will be protected as required by Rule 1.6 of the Rules of Professional Conduct

#### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the Corporation in the Representation. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in New York. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

#### **Conclusion**

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the Corporation and Norton Rose Fulbright US

Paul A. Grasso, Jr.  
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LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the Corporation or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter so that we may commence the Representation.

Very truly yours,

Matthew Hughey

Agrees to and Accepts this Letter and the  
Attached Terms of Engagement:

Clinton County Capital Resource Corporation

By: \_\_\_\_\_  
Title: Interim Executive Director  
Date: \_\_\_\_\_

CC: Marc Stanislas, Finance Director, The University of Vermont Medical Center Inc.  
Clinton County Industrial Development Agency

## **NORTON ROSE FULBRIGHT US LLP**

### *Additional Terms of Engagement*

This is a supplement to our engagement letter, dated September 9, 2016. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the “Representation”). Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

### *The Scope of the Representation*

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on the Corporation’s behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by the Corporation; and (2) keep the Corporation reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, the Corporation agrees to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect the Corporation’s future rights and liabilities in regard to the Representation. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain thereto.

### *Who Will Provide the Legal Services*

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent the Corporation. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

### *Our Relationships With Others*

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by the Corporation of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

From time to time, our firm may concurrently represent one client in a particular case or matter and, at the same time, our firm may be asked to represent an adversary of that same client in an unrelated case or matter. We would consider doing so only if it is our professional judgment that the firm could undertake the concurrent representation impartially and without any adverse effect on the responsibilities that the firm has to either client.

With respect to any such issues that may relate to the Representation, we agree to exercise our professional judgment in accordance with the governing rules pertaining to conflicts of interest. At the same time, it is agreed that the Corporation will consent to our representation of other clients in such circumstances if the request for consent is reasonable.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Representation may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Representation may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing

a party that is adverse to the Corporation in any matter that is the subject of this engagement or in some other matter.

#### *Communications and Confidentiality*

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless the Corporation specifically directs us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with the Corporation and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If we appear as counsel of record for the Corporation in publicly available records, we reserve the right to inform others of the fact of our Representation of the Corporation and (if likewise reflected of record in publicly available records) the results obtained, unless the Corporation specifically directs otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc, each of which is a separate legal entity, are members in Norton Rose Fulbright Verein, a Swiss verein that does not itself provide legal services. Although the members in Norton Rose Fulbright Verein remain separate legal entities, we operate as a single legal practice. We share with other members non-privileged information about our practice and clients for research, practice management, training, administrative and other business purposes. Confidentiality agreements are in place among all members. If you have any concerns about this sharing of non-privileged information that relates to you, please promptly notify us so that we can address your concerns.

#### *Disclaimer*

Norton Rose Fulbright US LLP has made no promises or guarantees to the Corporation about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

#### *Termination*

At any time, the Corporation may, with or without cause, terminate the Representation by notifying us of the Corporation's intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by the Corporation to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect the Corporation's obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation. Further, in the event of termination of the Representation, the Corporation will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation.

#### ***Billing Arrangements and Terms of Payment***

Our engagement letter specifically explains our fees for services in the Representation. We anticipate submitting our statement for services at the conclusion of the Representation. It is agreed that the Corporation will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and the Corporation not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

#### ***Document Retention***

At the close of the Representation, we send our files in that Representation to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we will return to the Corporation any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

#### ***Charges for Other Expenses and Services***

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, telephone conferences, and computerized research.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to the Corporation's account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. A copy of our current recharge schedule for expenses and services, which is subject to change from time to time, is available upon request.

#### ***Standards of Professionalism and Attorney Complaint Information***

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes

complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

***Right to Arbitration***

We advise you that, pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, you have the right to resolve through arbitration a possible future dispute with us concerning our fees in connection with our representation of you if the amount in dispute is at least \$1,000 but not more than \$50,000. This notice is not an agreement by us to arbitrate all disputes that may arise between us. Our obligation to arbitrate exists only to the extent required by said Part 137.

## THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM.** A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT.** A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER.** A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable,

when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

**IV. LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.