



North Beach Water District

General Manager's Report to Board of Commissioners

Date: 4/19/2013

Re: Resolution 09-2013 Approving Confirmation of Engagement
for Bond Counsel Services Agreement

Resolution 09-2013:

The District needs bond counsel to advise the District concerning the legal requirement under state and federal law for the issuance and sale of bonds. Bond counsel will also draft notices or election proceedings, work with the District's underwriter in preparing financial documents, resolutions of the Board, and providing other legal guidance as required for the issuance and sale of bonds including providing the District with a legal opinion approving the legality of all proceeding for the authorization and issuance of bonds.

The general manager recommends the Board of Commissioners approve Resolution 09-2013.



**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY**

RESOLUTION 09-2013

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF
PACIFIC COUNTY, WASHINGTON, APPROVING CONFIRMATION
OF ENGAGEMENT FOR BOND COUNSEL SERVICES AGREEMENT
WITH K & L GATES, LLP**

WHEREAS, North Beach Water District is contemplating the issuance and sale of Water Revenue Bonds for capital purposes defined in its water system plan; and

WHEREAS, North Beach Water District will require bond council services to prepare, issue and sell Water Revenue Bonds; and

WHEREAS, K & L Gates, LLC has offered to provide bond counsel services to North Beach Water District; and

WHEREAS, The Board of Commissioners of North Beach Water District desires to engage K & L Gates, LLC to provide bond counsel services, Now, Therefore,

Be It Resolved, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, as follows:

Section 1. To approve the Confirmation of Engagement - Bond Counsel Services Agreement attached to this resolution and identified as Exhibit A

Section 2. To authorize the general manager to sign the Confirmation of Engagement - Bond Counsel Services Agreement between North Beach Water District and K & L Gates, LLC.

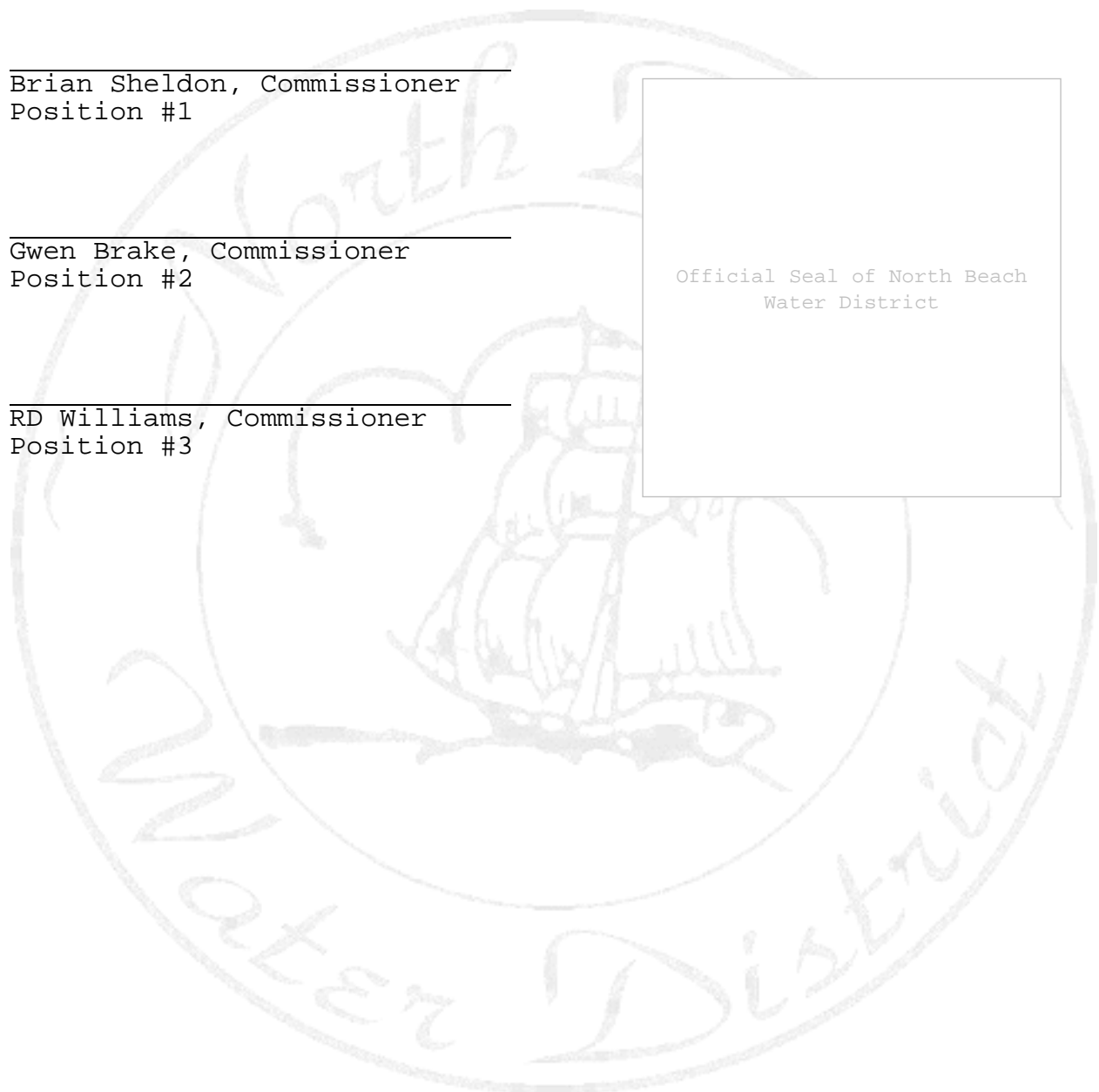
Adopted by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 23RD day of April, 2013.

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

RD Williams, Commissioner
Position #3

Official Seal of North Beach
Water District



March 26, 2013

Mr. William Neal, General Manager
North Beach Water District
25902 Vernon Avenue, #C
P.O. Box 618
Ocean Park, WA 98640

Re: **Confirmation of Engagement – Bond Counsel Services**

Dear Bill:

It has been several years since K&L Gates LLP (the "Firm" or "K&L Gates") last represented North Beach Water District (the "District") as bond counsel, so we are pleased to be asked to work on the District's water revenue bond issue. Because it has been more than two years since our last engagement, the Firm's policy is to request from the District a reconfirmation of the terms of our engagement. To that end, I enclose our Terms of Engagement for Legal Services (the "Terms"), which supplement this letter and include additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, potential conflicts, and other matters. These Terms will apply to all matters on which we may represent you, except as you and we may otherwise expressly agree.

Please review this letter and the Terms carefully. If they are not consistent with your understanding of our engagement in any respect or if you have any questions concerning the nature and terms of our engagement, please contact me so that we can promptly address your concerns.

The Scope of Our Engagement

We understand that the District would like to refinance its existing loan with Cashmere Valley Bank and include in the financing some additional funds for a District capital project. Our understanding is that the Firm would be engaged in this matter to represent solely the District and not any affiliated entity (including parents and subsidiaries), shareholder, partner, member, manager, director, officer or employee not specifically identified herein.

As bond counsel, we will provide the following services:

1. Advise the District concerning the legal requirements – under state and federal law – for the issuance and sale of bonds, notes or other obligations.
2. Draft any notices or election proceedings required for the issuance of bonds, notes or other obligations.
3. Work with the District's selected underwriter to prepare the financing documents, including resolutions for the District's Board of Directors.
4. Provide representation of bond counsel at all meetings and hearings held by the District during the period of issuance and sale of proposed bonds or other obligations when appropriate and when so directed. I can arrange to be available by telephone during a meeting when it would be impractical to attend in person.
5. Advise the District with respect to federal tax issues arising in connection with the District's issuance of bonds or other obligations.
6. Advise the District with respect to disclosure requirements under state and federal securities laws in connection with the District's issuance of bonds or other obligations.
7. Provide such other legal guidance and assistance, supervision and consultation, conduct such proceedings and provide such legal opinions as may be appropriate.
8. Prepare the bonds and closing documents and coordinate the delivery and closing of the bonds.
9. Upon completion of all proceedings and upon our determination that all such proceedings, and the obligations to be issued, are valid, provide to the District and the bond purchasers our firm's legal opinion approving the legality of all proceedings had for the authorization and issuance of the bonds and stating the status of interest on the bonds under federal tax law.
10. Assemble, prepare and provide to the District and other transaction participants transcripts of all proceedings and documentation in either paper form or in CD-ROM format.

Our Charges

Our fees as bond counsel are typically based on the principal amount of the bonds, note or other obligations, and the method of sale. Fees are all inclusive. There are no additional charges for expenses or follow-up inquiries.

Our fee will be a fixed fee, payable only upon the issuance of the bonds and is customarily paid from bond proceeds. Our understanding is that the District's current bond issue is expected to be approximately \$3,000,000. On our current fee schedule for revenue bonds, our fees for an issue of that size would be \$13,000. We can provide a final figure for our fees once the structure of the transaction is finalized.

Our Billing and Payment Arrangements

We will generally render our statement for bond counsel fees at the closing and delivery of the bonds. We would normally expect payment to be made on the date of closing or in any event no later than 30 days thereafter.

Our Staffing of Your Engagement and Communications with You

I will be your principal contact for the Firm's representation of the District. Our representation of the District will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. The paralegal who will be working with me primarily is Cheryl Fountain. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis, and to obtain your direction on critical issues.

You should contact me with any questions you may have about our work or any other aspect of our representation of the District. You can reach me at the office (206-370-8395) or on my mobile telephone (206-963-2877) at your convenience.

Conflicts of Interest

We have searched the Firm's conflicts database and have found no conflicts of interest, as defined by the applicable rules of professional conduct, that existed at the time. With respect to conflicts of interest that may arise in the future during our engagement by you, the Terms includes a Conflict of Interest section in which you agree to a limited, prospective waiver. This means that, if all the conditions set forth therein are met, including that the matter is not substantially related to the matters we handled or are handling for you, the Firm (1) may represent another client in a

matter in which its interests are adverse to your interests, and (2) may represent as a client any individual or entity that is or has been adverse to you. Please review this section, as well as all other sections of the Terms, in detail.

Our Agreement

In providing legal services to you, absent timely advice from you to the contrary, we will act in reliance upon the understanding that this letter and the enclosed Terms constitute our mutual understanding with respect to the terms of our retention.

In order that we may each have a fully-executed copy for our files, please print out and sign a copy of this letter. Please scan and email a copy of the signed letter to me, then mail the signed original to me by regular first class mail.

On behalf of K&L Gates, I thank you for the opportunity to represent the District. We look forward to serving you.

Very truly yours,



David O. Thompson

Enclosure: Terms of Engagement for Legal Services

We confirm the engagement of K&L Gates LLP as set forth herein and in the enclosed Terms of Engagement.

North Beach Water District, Pacific County, Washington

William (Bill) Neal
General Manager

Date: _____, 2013



K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP ("K&L Gates") to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the "Terms"), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract ("Engagement Contract") for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP qualified in Delaware ("K&L Gates-US," the "Firm," or "we" or "us" as the context requires) and maintaining offices in certain states throughout the United States and in Beijing ("K&L Gates LLP Beijing Representative Office"), Berlin, Doha, Dubai, Frankfurt, Seoul ("K&L Gates LLP Seoul Foreign Legal Consultant Office"), Shanghai ("K&L Gates LLP Shanghai Representative Office"), and Singapore; an Australian multi-disciplinary partnership maintaining offices in Brisbane, Melbourne, Perth and Sydney ("K&L Gates-AUS"); a limited liability partnership (also named K&L Gates LLP); incorporated in England and Wales and maintaining offices in London and Paris ("K&L Gates-UK"); a Delaware general partnership ("K&L Gates Belgium") maintaining an office in Brussels; a Hong Kong general partnership ("K&L Gates, Solicitors") maintaining an office in Hong Kong; a professional association established and organized under the laws of Italy named Studio Legale Associato with an office in Milan; a Delaware limited liability company ("K&L Gates Holdings LLC") maintaining an office in Moscow; a general partnership organized under the laws of Brazil named K&L Gates LLP – Consultores em Direito Estrangeiro/Direito Norte-Americano, with an office in São Paulo; a Taiwan general partnership ("K&L Gates") maintaining an office in Taipei; a joint enterprise formed in

accordance with Japanese regulations ("K&L Gates Gaikokuho Joint Enterprise") maintaining an office in Tokyo; and a Polish limited partnership ("K&L Gates Jamka sp.k") maintaining an office in Warsaw.

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you. In that event, each K&L Gates entity will operate under its Terms, a copy of which will be supplied to you at the time the other K&L Gates entity is engaged.

You agree that you will not be a client of another K&L Gates entity unless we have so engaged it on your behalf, as described above, or unless you directly engage it to provide legal services to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering ("AML") laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter ("you" or the "Client"), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders,

affiliates (including parents and subsidiaries) or other persons associated with you; and

, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm's engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our fees as bond counsel are typically based on the principal amount of the Bonds and the method of sale. Our proposed fees are described in the cover letter. All fees are payable only upon the closing of the bond issue. Fees are all inclusive. There are no additional charges for expenses or follow-up inquiries.

OUR BILLING AND PAYMENT ARRANGEMENTS

A. Billing

We will send a final bill after completion of our work if a bond or note issue closes.

B. Payment

We will expect payment to be made at closing or in any event within thirty days after your receipt of our statement. Payment should be made by you in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, (1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, (2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and (3) to the extent any such third party makes payment to us on your behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

D. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth

above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries outside the European Economic Area, that may not have privacy (data protection) legislation and regulations comparable to the laws of the country in which you reside. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability (1) to represent you in any matter involving, directly or indirectly, another client, and (2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially

related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

We have a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by our law firm.

We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by our law firm.

Finally, you agree that, for the purposes of determining whether any conflict may exist, only the client(s) identified in our engagement letter, and not any affiliated entity or person, shall be considered our client.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in

the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so

and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of up to \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a "matter" is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to "our services" is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm's Chairman and Global Managing Partner (Peter J. Kalis: 412-355-6562 or 212-536-4828). We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.