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October 21, 2014

Russell Truell  
Secretary  
City of Franklin Tennessee Public Building Authority  
109 Third Avenue South  
Franklin, TN 37064

RE: Conflict Waiver: Representation of the City of Franklin Public Building Authority in  
Modification of Loan Agreement with the City of Franklin

Dear Mr. Truell:

This letter is to request a waiver of a possible conflict related to our Firm's proposed representation of the Public Building Authority of the City of Franklin, Tennessee ("PBA") in connection with an amendment to a loan agreement with the City of Franklin ("City"), which was funded by a \$20 million dollar bond issue by the PBA in 2007. Douglas Berry of our Nashville office was formerly the City attorney and has been attorney for the PBA since 2007. The Firm continues to represent the City in condemnation litigation. This Firm has also represented Regions Bank ("Bank"), the trustee of the bond indenture, in a number of transactions unrelated to this transaction.

Under the Tennessee Rules of Professional Conduct, which apply to all Tennessee lawyers, neither the Firm nor any of its lawyers may be adverse to a current client, even on an unrelated matter without the informed consent of each affected client. This means that we must explain to the City, the Bank, and the PBA the material risks and reasonably available alternatives of consenting and that we cannot proceed with the proposed representation of the PBA in the above transaction unless the PBA, the Bank, and the City consent.

In deciding whether to consent, the PBA should consider how our representation of the City and the Bank in other matters described above could or might affect the PBA. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that their attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. In the present case, I personally do not believe that there is a material risk of either type. As you know, this Firm's representation of the City has been limited to representing the City in condemnation litigation, which is completely unrelated to the transaction with the PBA. This Firm's representation of the Bank has been in completely unrelated transactions. For

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these reasons, we do not believe that there is any material risk that our commitment and dedication to the PBA will be adversely affected.

If the PBA consents to the requested waiver and the amendment to the loan agreement is completed, our Firm would decline to represent either the PBA, the City, or the Bank in any future dispute related to the loan agreement.

If you have any questions you would like us to answer prior to reaching a decision on this request, please let us know. Otherwise, if the PBA is willing to consent after appropriate review, please confirm such by executing this letter where provided below and returning a copy to me.

We appreciate your consideration of this request.

Sincerely yours,

**MILLER & MARTIN, PLLC**

By:

  
\_\_\_\_\_  
Douglas Berry

DB/lm

Waiver and Consent

Being authorized to grant such a waiver and consent, the undersigned waives the conflict of interest and consents to the representations described above.

City of Franklin Public Building Authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_