

MARK H. ALLEN
ATTORNEY AT LAW

DIRECT (918) 574-3045
DIRECT FAX (918) 574-3145
mark.allen@mcafeetaft.com

June 2, 2017

Beth Anne Childs
City Attorney,
City of Broken Arrow

Re: **Waiver of Conflict of Interest**

Dear Beth:

The purpose of this letter is to inform you that we have been asked to represent another existing client, Cowen Construction and its affiliate, Milestone Capital, LLC., (collectively, "Cowen") in the negotiations and completion of agreements with the City of Broken Arrow (the City") under which Cowen would serve as the developer of a four story building consisting of residential, retail, restaurant and office uses on land located at 305 North Main Street, Broken Arrow, Oklahoma and with a cost in excess of \$17,000,000 ("the Project"). As you know, we represent the City on several matters, but obviously we do not represent the City on matters that pertain to Cowen and/or the Project. However, we believe that a conflict of interest in our proposed representation of Cowen may exist by reason of our Firm's representation of the City on other unrelated matters.

We view it as our professional and ethical obligation to inform you of the potential conflict of interest in the matter described above prior to accepting an engagement by Cowen to handle legal matters related to the Project and we would request that you waive any possible objections to this potential conflict of interest as a condition to our engagement by Cowen. If this is acceptable, we will obtain a similar waiver from Cowen.

If you have any questions concerning this letter, please contact me. If the foregoing is acceptable, please execute and return to me the original of this letter.

Best regards,

Mark H. Allen

MHA

Letter to Beth Anne Childs, City Attorney
May 19, 2017

The Broken Arrow City Council considered this matter in a regularly scheduled meeting held on June 5, 2017. After reading this proposed correspondence, the City Council approved the Waiver of Conflict of Interest subject to the condition that McAfee & Taft's representation of Cowen will be limited to negotiations and completion of agreements for the Project. McAfee & Taft will agree not to represent Cowen in the event of any dispute or litigation involving the agreements for the Project. This approval is the result of an informed consent to McAfee & Taft's representation of Cowen on the Project as set forth above. Further, the City agrees that it will not assert any claims or charges of conflict of interest arising from McAfee & Taft's representation of Cowen on the Project as set forth above.

By: _____
Beth Anne Childs, City Attorney, City of Broken Arrow