

RESOLUTION 08-45

**RESOLUTION WAIVING ANY CONFLICT OF INTEREST
WITH BASS, BERRY AND SIMS, PLC**

WHEREAS, The City of Spring Hill has engaged Bass, Berry and Sims, PLC to serve as bond counsel;

WHEREAS, Bass, Berry and Sims, PLC also represents Sequatchie Concrete on certain matters and proceedings before the Spring Hill Planning Commission; and

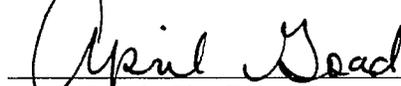
WHEREAS, prior to the representation of Bass, Berry and Sims, PLC as bond counsel the City shall waive any potential conflicts of interest to that representation and the continued representation, if any, of Sequatchie Concrete in connection with any planning and zoning issues, by Bass, Berry and Sims, PLC.

NOW THEREFORE, BE IT RESOLVED by the Spring Hill Board of Mayor and Aldermen that the Mayor be granted authority and authorization to execute the attached waiver from Bass, Berry and Sims, PLC.

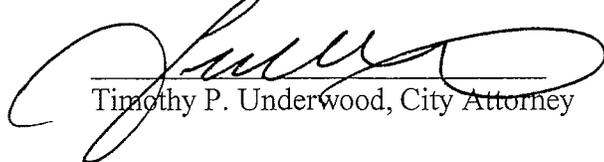
Passed and adopted the 20th day of October, 2008.


Danny M. Leverette, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney

BASS, BERRY & SIMS PLC
Attorneys at Law

A PROFESSIONAL LIMITED LIABILITY COMPANY

Michael B. Bligh
PHONE: (615) 742-7788
FAX: (615) 248-4079
E-MAIL: mbligh@bassberry.com

315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238-3001
(615) 742-6200

October 15, 2008

Honorable Danny Leverette
Spring Hill Mayor
199 Town Center Parkway
Spring Hill, Tennessee

RE: City of Spring Hill and Sequatchie Concrete

Dear Mayor Leverette:

As we have discussed with your attorney, it appears our firm may have a conflict of interest with respect to our proposed representation of the City of Spring Hill (the "City"). This letter sets forth the circumstances of the conflict and requests a waiver by the City.

Our firm currently represents Sequatchie Concrete Services, Inc. ("Sequatchie") in connection with its efforts to obtain the necessary approvals and permits from the City to construct a concrete plant on property it owns within the City. Our representation of Sequatchie involves the City's zoning laws and proceedings before the City's Planning Commission, of which you are a member. As with any representation of an applicant before a board or commission, the possibility exists that litigation adverse to the Planning Commission could arise as part of that representation.

Our proposed representation of the City concerns the issuance of up to \$2,500,000 Capital Outlay Notes (the "Notes") and would include (i) rendering our legal opinion regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes and state tax purposes; and (ii) preparation and review of documents necessary or appropriate to the authorization, issuance and delivery of the Notes, coordinate the authorization and execution of documents, and review and, where appropriate, draft enabling legislation; and (iii) review of legal issues relating to the structure of the Note issue. For a more complete description of our duties with respect to the proposed representation, please refer to the proposed Engagement Letter provided herewith.

Honorable Danny Leverette
October 15, 2008
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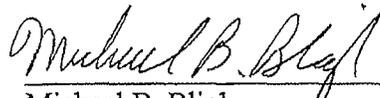
It is our understanding that Dewees Berry, Josh Denton and David Killion have been the primary attorneys who have worked on Sequatchie's file. Messrs. Berry, Denton and Killion, and any other attorneys and/or personnel from our firm who have worked on Sequatchie's file, will be screened from any involvement with our representation of the City.

This will confirm that the City agrees to waive any conflict of interest and consents to our representation of the City in connection with issuing the Notes as well as our continued representation of Sequatchie in connection with planning and zoning issues. We do not believe that our representation in both matters would inhibit our ability to provide appropriate representation in those matters. We also do not believe we have any confidential information about the matter we are handling for Sequatchie that would be relevant or related to the issuance of the Notes.

If the City is in agreement with the foregoing, please indicate that agreement by signing the enclosed copy of this letter and returning it to me. We are also obtaining a written consent from Sequatchie. This waiver shall only be effective upon the execution of a similar waiver by Sequatchie. Thank you very much.

Very truly yours,

BASS, BERRY & SIMS PLC



Michael B. Bligh

CITY OF SPRING HILL, TENNESSEE

By: Danny Leverette,
Spring Hill Mayor

Date: _____

MBB:mb