

[Date]

[Authorized Representative Name]

[Entity Name]

[Address Line 1]

[Address Line 2]

RE: Conflict Waiver and Non-Engagement Regarding [Loan/Transaction Description]

Dear [Name],

This letter follows our discussion regarding the transaction between [Borrower Name] (the "Borrower") and [Lender Name] (the "Lender"). It is our understanding that [Entity Name] (the "Guarantor") intends to guarantee the obligations of the Borrower.

1. Representation Disclosure

Our firm, [Law Firm Name], has been retained to represent [Borrower Name] exclusively in connection with this transaction. We do not represent [Entity Name] in this matter, nor does our representation of the Borrower create an attorney-client relationship with the Guarantor.

2. Potential Conflict of Interest

While the interests of the Borrower and the Guarantor may currently be aligned to close this transaction, a potential or actual conflict of interest exists. The terms of the Guaranty may impose significant financial obligations and legal risks upon the Guarantor that are distinct from those of the Borrower. Should a default occur, the interests of the Borrower and the Guarantor may become directly adverse.

3. Waiver of Conflict

By signing this letter, the Guarantor acknowledges this potential conflict and waives any objection to our firm's continued representation of the Borrower in this transaction. The Guarantor agrees that our firm may continue to act as counsel for the Borrower even if the Guarantor's interests become adverse to the Borrower's interests in the future regarding this matter.

4. Non-Engagement and Independent Counsel

The Guarantor acknowledges that it has been advised to seek independent legal counsel to review the Guaranty and associated loan documents. The Guarantor confirms that it is not relying on [Law Firm Name] for legal, tax, or business advice. We have not provided any advice regarding the fairness or suitability of the Guaranty for the Guarantor.

5. Confidentiality

Any information shared with our firm by the Guarantor during this transaction will not be treated as confidential from the Borrower, though it will remain protected by the attorney-client privilege against third parties to the extent permitted by law.

Please indicate your acknowledgment of these terms and your waiver of the described conflict by signing and returning a copy of this letter.

Sincerely,

[Attorney Name]
[Law Firm Name]

ACKNOWLEDGMENT AND WAIVER

On behalf of [Entity Name], I hereby acknowledge that I have read this letter, understand the potential conflicts of interest described, and have had the opportunity to consult with independent counsel. The Guarantor hereby waives any such conflicts and consents to [Law Firm Name] representing the Borrower.

By: _____

Name: [Name of Signatory]

Title: [Title]

Date: _____