

**ACKNOWLEDGMENT AND AGREEMENT
WAIVING CONFLICT OF INTEREST**

PARTIES TO THE
CONFLICT:

1. Regions Bank ("Regions")
(and its affiliated and related entities)
2. Charlotte County Board of County Commissioners
(the "County")

Regions and County hereby acknowledge that Adams & Reese LLP (the "Law Firm") has represented and is currently representing Regions and its related entities in various legal matters and the Law Firm currently represents County in a Florida Eminent Domain matter related to a land acquisition for improvements to Harborview Road in Charlotte County which acquisition is encumbered by a mortgage held by Regions (the "Acquisition"). The purpose of this agreement is to disclose to Regions and the County this potential conflict of interest as required by our rules of professional conduct. Regions and the County acknowledge that the Law Firm has given them an opportunity to evaluate (1) the Law Firm's current representation of Regions in conjunction with other transactions and litigation matters unrelated to the Acquisition; (2) the Law Firm's exclusive representation of the County in conjunction with the Acquisition; and (3) any potential conflict of interest which may develop therefrom. Regions and the County further acknowledges that they have been advised by the Law Firm to seek other counsel to advise them of any conflict which might exist by virtue of the Law Firm exclusively representing the County in the Acquisition while simultaneously representing Regions in other transactions and litigation matters unrelated to the Acquisition.

Regions and County hereby consent to the Law Firm's representation of the County in conjunction with the Acquisition and of Regions in conjunction with other transactions and litigation matters unrelated to the Acquisition, and specifically waives any conflict of interest which might otherwise exist by virtue of said simultaneous representation (the "Waiver of Conflict"). In conjunction with the Waiver of Conflict, Regions specifically acknowledge that neither the Law Firm nor any of its shareholders, employees or agents shall be charged with having any obligation to disclose knowledge to either party relating to the other party coming into the possession of the Law Firm through or by virtue of representing the other party in any transactions or litigation matters unrelated to the Transaction. Further, in conjunction with the exclusive representation of the County in the Acquisition, Regions acknowledges that neither the Law Firm nor any of its shareholders, employees or agents shall be charged with having any obligation to disclose knowledge to Regions with respect to the County's involvement in the Acquisition, except to the extent such disclosure is specifically authorized and requested by the County.

The Law Firm's representation of the County will not involve the bringing of any litigation for the recovery of monetary damages from Regions or any of its affiliates or for any equitable relief against Regions or any of its affiliates. Without limiting the generality of the foregoing, the Law Firm's representation of the County will not involve the commencement or prosecution of any adversary proceeding or contested matter that asserts (i) any challenge to the allowance, enforceability, priority, amount or payment of any indebtedness owed by the Debtor

to Regions or any of Regions' affiliates, or to the attachment, perfection, extent or priority of any of the liens securing any such indebtedness (including, without limitation, any attempt to surcharge any of the collateral of Regions under the provisions of Section 506(c) of the Bankruptcy Code or otherwise), (ii) any claim against Regions or any of its affiliates of any kind for recovery of a monetary sum (whether based upon lender liability, fraud, misrepresentation, dishonest conduct or otherwise), or (iii) any claim, howsoever asserted, for litigation sanctions against Regions or any of its affiliates.

In the event that a dispute should arise in the future between the parties in conjunction with or relating to the Acquisition, then upon being advised by either party that an adversarial relationship now exists between the parties in conjunction with the Acquisition, the Law Firm reserves the right to cease further representation of the County in conjunction with the Acquisition and said dispute, and further agrees that it will not maintain any action adverse to Regions. Further, notwithstanding the Waiver of Conflict, in the event that the Law Firm should independently determine for whatever reason that it cannot continue to represent the County in the Acquisition and Regions in various other transactions and litigation matters unrelated to the Acquisition, the Law Firm shall promptly notify both Regions and the County and take such steps as it deems appropriate, including, without limitation, possibly discontinuing its representation of the County in conjunction with the Acquisition and Regions in various other transactions and litigation matters.

Nothing contained in this Waiver of Conflict shall be deemed to limit the Law Firm's ability, and the Law Firm will have the right to represent the County and Regions and their affiliated or related entities or partners in any pending or future transactions or litigation matters which are unrelated to the Acquisition.

This Waiver of Conflict may be signed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same Waiver.

**CHARLOTTE COUNTY BOARD OF
COUNTY COMMISSIONERS**

REGIONS BANK

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____