

**ACKNOWLEDGMENT AND AGREEMENT  
WAIVING CONFLICT OF INTEREST**

- PARTIES TO THE  
CONFLICT:
1. First Horizon Bank, a Tennessee corporation f/k/a TIB Bank, successor in interest to Riverside Bank of the Gulf Coast ("First Horizon")  
(and its affiliated and related entities)
  2. Charlotte County Board of County Commissioners  
(the "County")

First Horizon and County hereby acknowledge that Adams & Reese LLP (the "Law Firm") has represented and is currently representing First Horizon 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 First Horizon (the "Acquisition"). The purpose of this agreement is to disclose to First Horizon and the County this potential conflict of interest as required by our rules of professional conduct. First Horizon and the County acknowledge that the Law Firm has given them an opportunity to evaluate (1) the Law Firm's current representation of First Horizon 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. First Horizon and the County further acknowledge 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 First Horizon in other transactions and litigation matters unrelated to the Acquisition.

First Horizon and County hereby consent to the Law Firm's representation of the County in conjunction with the Acquisition and of First Horizon 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, First Horizon specifically 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 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 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 First Horizon. 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 First Horizon in various other transactions and litigation matters unrelated to the Acquisition, the Law Firm shall promptly notify both First Horizon 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 First Horizon 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 First Horizon 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**

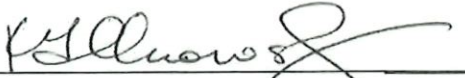
By: \_\_\_\_\_

Print Name: Joseph M. Tiseo

Title: Chairman

Date: June 9, 2010

**FIRST HORIZON BANK**

By: 

Print Name: Keri G. Urowsky

Title: SVP - Counsel

Date: Aug. 14, 2015

Attest:

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: \_\_\_\_\_ Deputy Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**



Thomas M. David, County Attorney

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