

**ACKNOWLEDGMENT AND AGREEMENT  
WAIVING CONFLICT OF INTEREST**

PARTIES TO THE  
CONFLICT:

1. City of North Port (the "City")  
(and its affiliated and related entities)
  
2. North Port Offices Condominium Association, Inc., North  
Port Professional, LLC and RHM Florida, LLC  
(collectively, the "Condominium Association")

City and Condominium Association hereby acknowledge that Adams & Reese LLP (the "Law Firm") has represented and is currently representing City and its related entities in various legal matters and the Law Firm currently represents the Condominium Association regarding the ownership and maintenance of a service alley and the defense of code enforcement cases against the Condominium Association. The purpose of this agreement is to disclose to City and the Condominium Association this potential conflict of interest as required by our rules of professional conduct. City and Condominium Association acknowledge that the Law Firm has given them an opportunity to evaluate (1) the Law Firm's current representation of City in conjunction with other transactions and litigation matters unrelated to the Condominium Association; (2) the Law Firm's exclusive representation of the Condominium Association; and (3) any potential conflict of interest which may develop therefrom. City and Condominium Association 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 Condominium Association while simultaneously representing City in other transactions and litigation matters unrelated to the Condominium Association.

City and Condominium Association hereby consent to the Law Firm's representation of the Condominium Association and of City in conjunction with other transactions and litigation matters 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, City 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, then upon being advised by either party that an adversarial relationship now exists between the parties, the Law Firm reserves the right to cease further representation of the Condominium Association and/or the City and further agrees that it will not maintain any action adverse to City. 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 Condominium Association and City in various other transactions and litigation matters, the Law Firm shall promptly notify both Condominium Association and City and take such steps as it deems appropriate, including, without limitation, possibly discontinuing its representation of Condominium Association and City 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 City and the Condominium

Association and their affiliated or related entities or partners in any pending or future transactions or litigation matters.

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.

**CITY OF NORTH PORT**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH PORT PROFESSIONAL, LLC**

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

Print Name: Cord C. Melton

Title: Authorized Member

Date: 3 June 2025

**NORTH PORT OFFICES  
CONDOMINIUM ASSOCIATION, INC.**

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

Print Name: Rosa Hernandez

Title: President

Date: 6/3/25

**RHM FLORIDA, LLC**

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

Print Name: Rosa Hernandez

Title: Owner

Date: 6/3/2025