

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("RELEASOR") for and in consideration of good and valuable consideration which is repair and repaving of the public roadway at the intersection of, and adjoining roadways at, the intersection of Amelia Concourse and Amelia National in Nassau County, Florida, the receipt of which is hereby acknowledged, does hereby release and forever discharge AIRO CABLE CONSTRUCTION, INC., FCCI INSURANCE COMPANY, ACE DIRECTIONAL DRILLING, INC., COMCAST CABLE CORPORATION, their insurers on all policies and coverages, their officers, directors, shareholders, partners, employees, attorneys, agents, representatives, divisions, affiliates, subsidiaries, parent entities, owners, heirs, beneficiaries, successors, personal representatives, trustees, executors, and assigns ("RELEASEES"), from any and all manner of actions, causes of action, suits, debts, obligations, choses in action, contracts, torts, covenants, liens, claims, rights of contribution and/or indemnification, rights of subrogation, claims for insurer bad faith, sums of money, judgments, executions, liabilities, damages, interest, fees, costs, expenses, demands and rights whatsoever, contingent or non-contingent, in law or in equity which was or could have been asserted as part of the installation and provision of underground cable at/near the intersection of roadway at the intersection of Amelia Concourse and Amelia National in Nassau County, Florida, including but not limited to underground drilling, and the paving of the intersection and adjoining roadways at the intersection of Amelia Concourse and Amelia National in Nassau County, Florida.

The consideration aforesaid is paid and accepted in full and complete settlement of any and all claims for the alleged direct or indirect damages, whether known or unknown, of the RELEASOR, including all claims now existing or which may accrue in the future, and to avoid the expense, hazard, and uncertainty of litigation.

It is understood and agreed that any and all liability to the RELEASOR by the RELEASEES is hereby denied.

Except as otherwise provided in this Release, each party shall bear their own costs and attorneys' fees incurred in resolving this matter.

In the event that any action, motion and/or other legal action is undertaken by any party to this *RELEASE OF ALL CLAIMS*, to enforce the terms of this agreement, the prevailing party as determined by the Court shall be awarded its reasonable costs and attorneys' fees incurred in enforcement of the terms of this release.

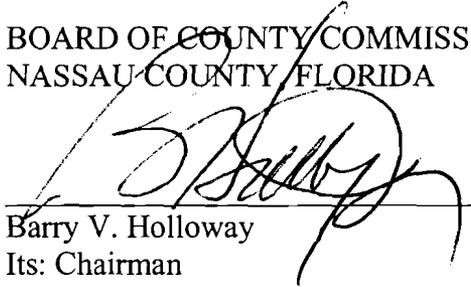
RELEASOR hereby declares and represents that it is effecting this Release and executing this Release after having received full legal advice as to its rights from its own legal counsel

This instrument contains the entire agreement among the RELEASOR and RELEASEES.

The undersigned has read this release, consisting of two (2) pages, and understands the purpose, tenor, and effect of it.

Signed this 27th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

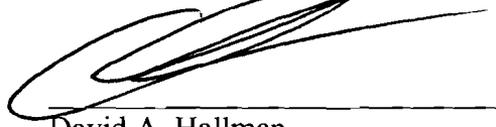

Barry V. Holloway
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:


John A. Crawford
Its: Ex-Officio Clerk

EAC
4/29/09

Approved as to form by the
Nassau County Attorney


David A. Hallman

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