

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION & HOLD HARMLESS AGREEMENT (the "*Agreement*") is executed and delivered this 9th day of April, 2012, (the "*Effective Date*") by and between OMNI AMELIA ISLAND, LLC ("*Omni*"), and NASSAU COUNTY (the "*County*").

Recitals:

WHEREAS, County has agreed that it is in the public interest to submit, as a co-applicant with Omni, that certain Application for Letter of Consent to Use Sovereignty Submerged Lands to the Florida Department of Environmental Protection ("*FDEP*") on March 27, 2012 (the "*Application*"); and

WHEREAS, on March 27, 2012, FDEP issued a Letter of Consent authorizing Omni to utilize sovereignty submerged lands (the "*Subject State-Owned Lands*") located adjacent to Omni's facility at 6800 First Coast Highway, Amelia Island, Nassau County, Florida 32034; and

WHEREAS, FDEP authorization to utilize the Subject State-Owned Lands extends from the date of issuance of the Letter of Consent to September 7, 2012 (the "*Authorization Period*"); and

WHEREAS, the FDEP has also issued to Omni FDEP Field Permit No. 7000054 authorizing Omni to erect certain structures, described in the Application, upon the Subject State-Owned Lands; and

WHEREAS, Omni has agreed to defend, indemnify, and hold harmless County for all risks related to any injury to Omni, its employees, its guests and members of the public utilizing the Subject State-Owned Lands, that may occur as a result of any and all activities on the Subject State-Owned Lands; and

WHEREAS, Omni has agreed to defend, indemnify, and hold harmless County for any damage to the Subject State-Owned Lands including, but not limited to, damage to protected species, damage to the habitat of protected species, and damage to sand dunes.

NOW, THEREFORE, for valuable consideration, the parties hereto agree as follows:

1. Omni hereby assumes full responsibility for risk of bodily injury, death, or property damage occurring to any Omni employees, Omni guests, and members of the public arising from Omni's activities on the Subject State-Owned Lands during the Authorization Period, unless such damage results from the negligence of County or its employees.

2. Omni hereby assumes full responsibility for risk of bodily injury, death or property damage occurring to any Omni employees, Omni guests, or members of the public from those individuals' activities on the Subject State-Owned Lands during the Authorization Period, unless such damage results from the negligence of County or its employees.

3. Omni hereby assumes full responsibility for any damage to the Subject State-Owned Lands, protected species, the habitat of protected species, and sand dunes arising from Omni's activities on State-Owned Lands during the Authorization Period that result in liability to the State of Florida, unless such damage results from the negligence of County or its employees.

4. Indemnification. Omni hereby agrees to defend, indemnify and hold harmless County from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, penalties, interest and fees, including court costs and attorneys' fees and expenses arising from and/or related to activities conducted at the Subject State-Owned Lands.

5. Entire Agreement. This Agreement shall constitute the entire agreement of the parties related to the Subject State-Owned Lands.

6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute but one and the same instrument.

7. Acknowledgement. Each party hereto acknowledges that this Agreement has been read and understood and that it has been executed knowingly and willfully and for the purposes and considerations set forth herein.

8. Voidable Provisions. The voiding of one clause by a court or other tribunal will not void the entire Agreement but will be limited to that particular phrase or clause and every effort will be made to give full effect to the remainder of the Agreement.

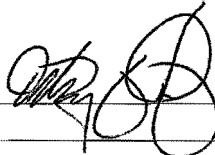
9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

10. Effective Date. The effective date of this Agreement is March 27, 2012.

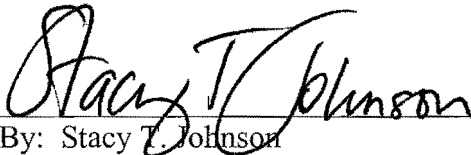
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IN WITNESS WHEREOF, the undersigned have read and signed this Agreement with full authority to do so intending to be bound by its terms as of the above date.


OMNI AMELIA ISLAND, LLC


By: _____
Its: MANAGING DIRECTOR

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

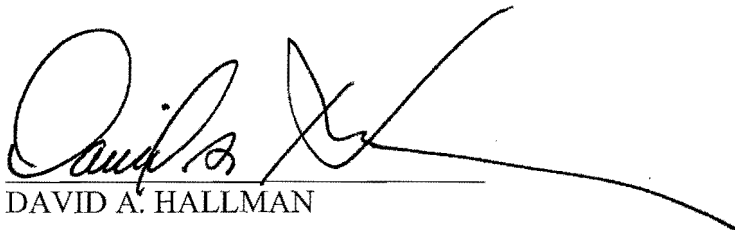

By: Stacy T. Johnson
Its: Chair

ATTEST AS TO CHAIR'S
SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*ESU
4/11/12
sd*

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN