

**REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT entered into this 9th day of May, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and THE GOLF CLUB AT NORTH HAMPTON, LLC a foreign limited liability company organized under the laws of the State of Delaware and AMELIA NATIONAL ENTERPRISES, LLC a Florida limited liability company, hereinafter jointly referred to as "GOLF CLUBS".

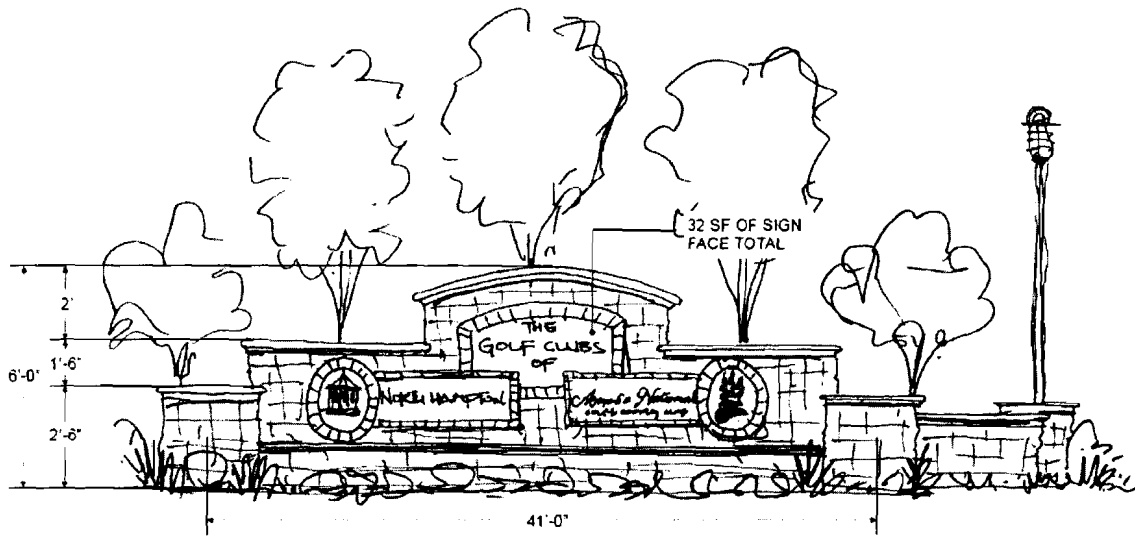
In consideration of mutual promises contained herein, the parties agree as follows:

**SECTION ONE
BACKGROUND**

North Hampton is a residential planned unit development consisting of 607 lots, an 18 hole golf course and other amenities on 749 acres located on the west side of Amelia Concourse Boulevard. The North Hampton PUD was established via Ordinance 99-28, which included a provision allowing for the construction of a sign, not exceeding 150square feet per side, located at the intersection of S.R. 200 and Amelia Concourse Boulevard (formerly known as Lofton Square Boulevard). The sign was constructed and located in the median of Amelia Concourse at S.R. 200. As part of the S.R. 200 – Chester Road/Amelia Concourse Blvd intersection improvements (CM 1594), the sign was removed.

Amelia National is a residential planned unit development consisting of 749 units, an 18 hole golf course and other amenities on 876 acres located on the east side of Amelia Concourse Boulevard. Amelia National has no directional signage at the intersection of SR 200 and Amelia Concourse Boulevard.

North Hampton and Amelia National have proposed a joint sign located in the southeast quadrant of the SR200/Amelia Concourse Boulevard intersection. The sign area will be incorporated into a decorative wall/entry feature as depicted in the sketch below prepared by Connelly & Wicker, Inc. for GOLF CLUBS.



The right-of-way in which this License authorizes placement of the sign was dedicated to Nassau County by Homer's Landing, Inc. and is recorded in O.R. 766, page 775.

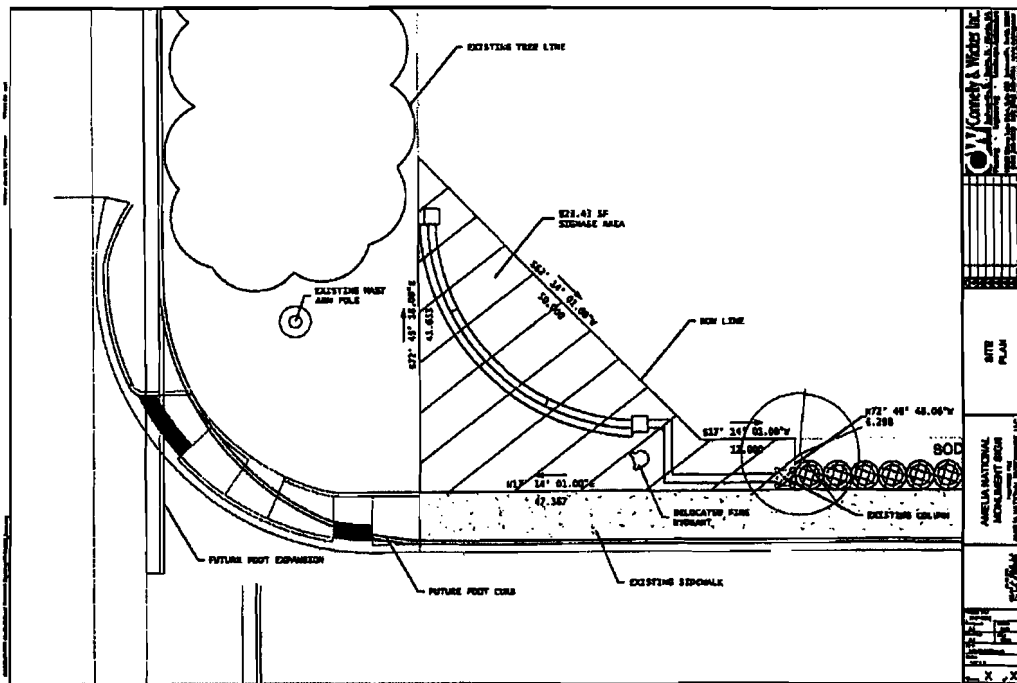
SECTION TWO

GRANT OF LICENSE; DESCRIPTION OF PREMISES

County hereby grants to GOLF CLUBS a license to occupy and use, subject to all of the terms and conditions of this Agreement, an area not exceed 600sf, within a portion of Nassau County rights-of-way located within the southeast quadrant of the intersection of SR 200 and Amelia Concourse Boulevard being more particularly described as:

Commence at the centerline intersection of Chester Road (S.R. 200A) and S.R. 200 (A-1-A) as described in that Right-of-Way Quitclaim Deed recorded in O.R. 776, pp. 775-778 of the Public Records of Nassau County, Florida; thence S72°46'59"E along the centerline of S.R. 200 a

distance of 97.48 feet; thence $S17^{\circ}13'01''W$ a distance of 92.00 feet to the Southerly right-of-way line of S.R. 200 and the POINT OF BEGINNING; thence $S62^{\circ}14'01''W$ a distance of 50.00 feet; thence $S17^{\circ}14'01''W$ a distance of 12.00 feet; thence $N72^{\circ}46'48''W$ a distance of 6.30 feet; thence $N17^{\circ}14'01''E$ a distance of 47.37 feet; thence $S72^{\circ}45'18''E$ along the Southerly right-of-way line of S.R. 200 a distance of 41.65 feet to the POINT OF BEGINNING. Containing 923.43 square feet, more or less.



SECTION THREE
LIMITED USE

Pursuant to this Agreement, GOLF CLUBS, after obtaining all applicable permits from Nassau County, may erect one (1) off-site sign as a part of a decorative entry feature with maximum sign area of 32sf, all improvements must be consistent with the elevation included herein. Additionally, the sign must be consistent with MUTCD standards including sign placement.

SECTION FOUR
MAINTENANCE

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WEEKLY MAINTENANCE
DESIGNATED BY THE COUNTY

GOLF CLUBS shall maintain the signs in a safe, vertical and legible condition. GOLF CLUBS shall inform the County immediately should any unsafe condition/hazard arise.

SECTION FIVE

TERMINATION

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of the termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice of termination. In the event of a termination, GOLF CLUBS shall remove the subject signs upon termination.

SECTION SIX

GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

SECTION SEVEN

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION EIGHT

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party:

To County:

Nassau County
Attn: County Manager
96135 Nassau Place
Yulee, FL 32097

To GOLF CLUBS:

The Golf Club at North Hampton, LLC
Attn: Landmar Management, LLC
400 South Tryon Street Ste 1300
Charlotte, NC 28285

Amelia National Enterprise, LLC
Attn: Amelia National-Nassau Limited Partnership
16133 Ventura Boulevard, Suite 1400
Encino, Ca 91436

SECTION NINE

ASSIGNMENT OF RIGHTS

The rights of the Licensee under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the County.

SECTION TEN

ACCESS/ENTRY CONTROL

GOLF CLUBS's use, as provided herein, shall be nonexclusive. GOLF CLUBS shall not construct or cause to have constructed any barriers, blockades or other obstructions that would hinder the public's use and enjoyment of the area, except as specifically authorized herein.

SECTION ELEVEN

INSURANCE

During the license period, GOLF CLUBS, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the

aforementioned property, such insurance to afford minimum protection, during the term of this License, of not less than \$1,000,000, in respect to personal injury or death to any one person, and of not less than \$500,000, for property damage, combined single limit per occurrence. Such policy shall name the County as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the County. GOLF CLUBS shall furnish the County Risk Management Coordinator with a certificate of insurance evidencing compliance with the provisions of this paragraph periodically upon County's request. GOLF CLUBS shall provide any additional insurance through a rider, if so required by the County due to any change in the use of the aforementioned property by GOLF CLUBS.

SECTION TWELVE
INDEMNIFICATION

The County shall not be liable for any damage to any improvements or property placed within the Nassau County rights-of-way subject to this Revocable License and Indemnification Agreement. GOLF CLUBS, its successors and assigns, do hereby expressly indemnify and save the County harmless from any and all claims whatsoever arising from their use of the County property covered by this Revocable License and Indemnification Agreement; including any claim for damages arising from damaged property or injury to persons and do hereby expressly agree to indemnify and save the County harmless from any and all such damages, costs, attorney's fees or other costs or expenses whatsoever, arising from this use of the County property.

IN WITNESS WHEREOF, the parties hereto have executed this Revocable License and Indemnification Agreement as of the day and year first above written.

Board of County Commissioners
Nassau County, Florida

Walter Boatright
Walter Boatright
Its: Chair

ATTESTATION: Only to Authenticity
as to Chairman's Signature

John A. Crawford

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*ESK
5/9/11
12/1/11*

Approved as to form by the
Nassau County Attorney:

David A. Hallman

DAVID A. HALLMAN

THE GOLF CLUB AT NORTH HAMPTON, LLC

*Mrs. Olander, Sec. HGT
for Golf Club at North Hampton, LLC*

State of Florida
County of Nassau

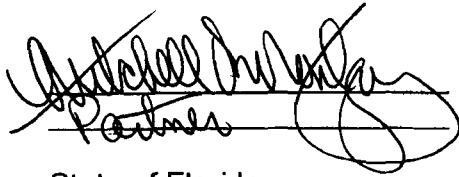
The foregoing instrument was acknowledged before me this 1 day of June, 2011, by MG Olander, of THE GOLF CLUB AT NORTH HAMPTON, LLC. He/She is personally known to me or has produced a Florida Driver's License as identification and did take an oath.

Susan Shannon



Notary Public
State of Florida
My Commission Expires: Dec 4, 2013

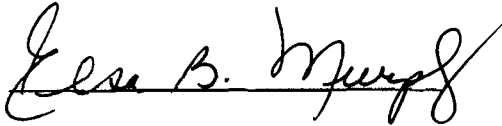
AMELIA NATIONAL ENTERPRISES, LLC



Mitchell R. Montgomery
Partner

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 9th day of -
June, 2011, by Mitchell R. Montgomery, Partner of AMELIA NATIONAL
ENTERPRISES, LLC. He/She is personally known to me or has produced a
Florida Driver's License as identification and did take an oath.



ELSA B. MURPHY

Notary Public
State of Florida

My Commission Expires: 2-11-14

ELSA B MURPHY
Notary Public, State of Florida
My comm.exp.Feb.11,2014
Comm.No.DD.940003