THIRD AMENDMENT TO THE MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OSCEOLA CORPORATE CENTER

THIS THIRD AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (this “Third Amendment”) is made this 14th day of March, 2009, by DEERFIELD LAND CORPORATION, a Delaware corporation (“Developer”), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837.

RECITALS:

A. Developer has previously executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center dated March 13, 2002 and recorded in Official Records Book 2030, Pages 219 through 272, inclusive; as amended by that certain First Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2033, Page 1829; as further amended by that certain First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2073, Page 2038; and as further amended by that certain Second Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2127, Page 639; and as further amended by that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2472, Page 2555; and Joinder to Third Supplemental Declaration to Master Declaration of Covenants Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2681, Page 2110; and as further amended by that certain Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3215, Page 175; and as further amended by that certain Fifth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3245, Page 2836; and as further amended by that certain Sixth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3315, Page 2141; and as further amended by that certain Second Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 3726, Page...
234, all of the Public Records of Osceola County, Florida (collectively "Master Declaration") which Master Declaration encumbers certain real property more particularly set forth therein ("Properties").

B. Developer has declared that the Properties, as supplemented from time to time, shall be held, sold, conveyed and encumbered by the Master Declaration.

C. Pursuant to that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2472, Page 2555 ("Third Supplement"), Developer has or will construct a master stormwater drainage system within a portion of the Properties that will service only the Benefited Parcels (as defined in the Third Supplement) with the owners of the real property within the Benefited Parcels being responsible for their respective pro-rata share of the costs and expenses associated with the ongoing maintenance and repairs of said system as more particularly set forth in the Third Supplement.

D. At the time of the recordation of the Third Supplement, Developer had previously sold a portion of the Properties adjacent to the Benefited Parcels (hereinafter defined as the Additional Property) and did not encumber the Additional Property by said Third Supplement.

E. Pursuant to that certain Special Warranty Deed by Cornerstone Property at Osceola Corporate Center, LLC to Developer dated January 7, 2005, recorded at Official Records Book 2681, Page 2115, of the Public Records of Osceola County, Florida, and that certain Special Warranty Deed by Cornerstone Property at Osceola Corporate Center, LLC to Developer dated January 7, 2005, recorded at Official Records Book 2681, Page 2120, of the Public Records of Osceola County, Florida, Developer reacquired that certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Property"), which it had previously sold to Cornerstone Property at Osceola Corporate Center, LLC.

F. Pursuant to, and in accordance with Article X, Section 5 of the Master Declaration, Developer is authorized to record an amendment to the Master Declaration.

G. Developer desires to amend the Master Declaration to add the Additional Property to the description of the Benefited Parcels set forth in the Third Supplement, thereby obligating all owners of said Additional Property to be responsible for their respective pro-rata share of the costs and expenses associated with the ongoing maintenance and repair of the Stormwater Drainage System (as defined in the Third Supplement), pursuant to the terms and conditions of the Third Supplement.

NOW THEREFORE, pursuant to Article X, Section 5 of the Master Declaration, Developer hereby declares the following:

1. Recitals; Definitions. The recitals stated above are true and correct and are incorporated herein by this reference.
2. **Capitalized Terms.** Capitalized terms used in this Third Amendment not otherwise defined herein shall have the same meanings assigned to them in the Master Declaration.

3. **Amendment.** The Additional Property is hereby added to the definition of the Benefited Parcels set forth in the Third Supplement, and henceforth shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the terms and conditions of the Third Supplement.

4. **Walgreens Parcel.** Pursuant to that certain Agreement Affecting Real Property ("Walgreens Agreement") executed December 22, 2004, by and between Developer and Walgreen Co. ("Walgreens"), Walgreens, as the fee simple owner of that certain real property more particularly described in that certain Special Warranty Deed by Cornerstone Property at Osceola Corporate Center, LLC to Walgreens dated January 7, 2005, recorded at Official Records Book 2681, Page 2112, of the Public Records of Osceola County, Florida ("Walgreens Parcel"), has agreed that, notwithstanding the fact that the Walgreens Parcel is not one of the Benefited Parcels defined in the Third Supplement, Walgreens shall be responsible for its pro-rata share of the ongoing maintenance and repair of the entire stormwater retention system required for Parcels 1, 2, 3, 5, and 6 of Osceola Corporate Center, in accordance with the terms and conditions of the Walgreens Agreement.

5. **Master Declaration Unmodified; Conflict.** Except as changed, amended and modified by this Third Amendment, each and every one of the terms and provisions of the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Third Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect, of those terms and provisions of the Master Declaration which are not expressly and specifically changed, amended and modified hereby. In the event of any inconsistency or conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Master Declaration, the terms and provisions of this Third Amendment shall control. From and after the recording of this Third Amendment, all references to the Master Declaration shall refer to the Master Declaration as supplemented and amended by this Third Amendment.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, this Third Amendment has been executed by Developer in the manner and form sufficient to bind it as of the date first above stated.

WITNESSES:

[Natured Montalvo]
Print Name: [Natured Montalvo]

[Susan Coumes Chione]
Print Name: Susan Coumes Chione

"DEVELOPER"

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Thomas M. Roehl]
Name: Thomas M. Roehl
Title: Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 14th day of March, 2009, by Thomas M. Roehl, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

[Signature of Notary Public]

(Signature of Notary Public)

[Typed name of Notary Public]
Notary Public, State of Florida
Commission No. DD 836127
My commission expires: April 19, 2011
Exhibit “A”

Additional Property

A PORTION OF PHASE ONE “A” OF PARCEL 3

A tract of land being a portion of Tract “A”, Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147, of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West ¼ corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida, as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run North 00°10'26" East along the West line of the Northwest ¼ of the aforesaid Section 4 a distance of 466.70 feet to a point on the South right of way line of Osceola Parkway as recorded in Official Records Book 1187, Page 1038 of the Public Records of Osceola County, Florida; thence departing said West line and run North 86°51'00" East along the aforesaid South right of way line for a distance of 413.62 feet to the POINT OF BEGINNING; thence continue along the aforesaid South right of way line North 86°51'00" East, a distance of 338.05 feet; thence departing the aforesaid South right of way line and run South 00°24'10" West, a distance of 192.15 feet; thence North 89°35'50" West, a distance of 110.36 feet; then North 68°09'23" West, a Distance of 51.61 feet; thence North 79°53'46" West, a distance of 74.80 feet; thence South 75°23'43" West, a distance of 89.30 feet; thence South 60°18'59" West, a distance of 9.94 feet; thence North 03°09'00" West, a distance of 168.17 feet to a point on the aforementioned Right of Way of Osceola Parkway and the Point of Beginning.

TOGETHER WITH:

A tract of land being a portion of Tract “A”, Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commencing at the West ¼ corner of Section 4, Township 25 South, Range 29 East per the Plat of Osceola Corporate Center, Plat Book 6, Pages 147-149, per the Public Records of Osceola County, Florida, thence North 00°10'26" East, along the West line of the NW ¼ of said Section 4, a distance of 137.03 feet; thence South 89°49'34" East, a distance of 55.00 feet to the POINT OF BEGINNING; thence continue South 89°49'34" East along said line for a distance of 73.67 feet to a point of curvature of a curve concave Southerly having a radius of 155.00 feet; thence run Easterly along the arc of said curve through a central angle of 39°57'48" for a distance of 108.11 feet to the point of tangency; thence South 49°51'46" East, a distance of 6.32 feet; thence North 39°23'41" East, a distance of 50.00 feet; thence North 49°51'46" West, a distance of 5.68 feet to a point of curvature of a curve concave Southerly having a radius of 205.00 feet; thence run Westerly along the arc of said curve through a central angle of 39°57'48" for a distance of 142.99 feet to the point of tangency; thence North 89°49'34" West, a distance of 73.67 feet; thence South 00°10'26" West, a distance of 50.00 feet to the POINT OF BEGINNING.
AND

PHASE ONE "B" OF PARCEL 3

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run South 00°02'15" East along the West line of the Southwest 1/4 of the aforesaid Section 4 for a distance of 1,192.16 feet; thence departing said West line and run along the North line of a tract of land known as Parcel "C" as recorded in Official Records Book 1197, Page 0952 of the Public Records of Osceola County, Florida for the following courses: South 89°57'46" East, a distance of 55.00 feet; thence South 44°53'36" East, a distance of 25.00 feet; thence South 89°53'36" East, a distance of 750.07 feet to the POINT OF BEGINNING; thence departing said North line and run North 00°06'24" East, a distance of 147.87 feet; thence North 61°20'21" East, a distance of 89.40 feet; thence North 52°11'19" East, a distance of 100.83 feet; thence North 58°53'38" East, a distance of 122.62 feet; thence North 34°33'58" East, a distance of 156.67 feet; thence North 04°09'50" East, a distance of 93.38 feet; thence North 31°54'37" West, a distance of 55.86 feet; thence North 00°00'00" East, a distance of 421.28 feet; thence South 90°00'00" East, a distance of 174.21 feet to a point on the West right of way line of the Southerly Extension of John Young Parkway (also known as Bermuda Avenue) as per Official Records Book 1111, Page 0476 as recorded in the Public Records of Osceola County, Florida; thence run South 06°43'20" East, a distance of 165.68 feet; thence departing said West line and run South 83°16'40" West, a distance of 127.00 feet; thence South 06°43'20" East, a distance of 152.00 feet; thence North 83°16'40" East, a distance of 127.00 feet to the aforesaid West right of way line; thence run South 06°43'20" East along said West right of way line for a distance of 475.40 feet; thence South 00°24'10" West, a distance of 70.97 feet to a Point of Curvature of a curve concave Easterly having a radius of 1,900.00 feet; thence run Southerly along the arc of said curve through a central angle of 04°30'18" for a distance of 149.39 feet; thence North 89°53'36" West along the aforesaid North line of Parcel "C" as recorded in Official Records Book 1197, Page 0952 of the Public Records of Osceola County, Florida for a distance of 600.88 feet to the POINT OF BEGINNING.

ORL 297,242,179v1 3-11-09