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

THIS THIRD SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (this “Third Supplement”) is made this 24th day of March, 2004, 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, 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, and in accordance with Article I, Section 2 of the Master Declaration, Developer may record a supplement to the Master Declaration to alter or amend the application of any portion of the Master Declaration as to any specified portion (s) of the Properties (as defined in the Master Declaration) in order to reflect any unique characteristics.

D. Developer desires to construct or have constructed a master stormwater drainage system within a portion of the Properties that will service only those portions of the Properties, as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Benefited Parcels”)
E. Developer has previously conveyed a portion of the Benefited Parcels to ATCO Limited Partnership VII, a Florida limited partnership pursuant to that certain Special Warranty Deed recorded December 2, 2003 in Official Records Book 2411, page 1163, Public Records of Osceola County, Florida ("ATCO Property").

F. The Wilder Companies has entered into a contract with Developer, as amended and subsequently assigned by The Wilder Companies to Loop Orlando, LLC to acquire that certain real property located in Osceola County, Florida, being a portion of the Benefited Parcels.

NOW THEREFORE, pursuant to Article 1, Section 2 of the Master Declaration, Developer hereby declares that the Benefited Parcels shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Master Declaration and this Third Supplement, as the terms of this Third Supplement are more specifically set forth below:

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 Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. **Stormwater Drainage System.** (a) A master stormwater drainage system shall be constructed within portions of the Benefited Parcels owned by Developer ("Stormwater Drainage System") which will serve the Benefited Parcels.

   (b) The Stormwater Drainage System or components thereof, may be owned and maintained by the owner of the land within which they are located (at such owner’s election) or they may be owned and maintained by the Master Association. In either event, the reasonable costs and expenses associated with the repair and maintenance of same shall be allocated as set forth in Paragraph 3(c) hereof.

   (c) Owners of property within the Benefited Parcels shall be responsible for their respective pro-rata share of the ongoing maintenance and repairs of the Stormwater Drainage System (to the extent the aforementioned parcels utilize the Stormwater Drainage System), such proration to be between and among the parties owning the acreage within the Benefited Parcels that utilize the Stormwater Drainage System, based upon the relative amounts of net developable acreage. For purposes hereof the term “net developable acreage” shall mean the total acreage within the Benefited Parcels utilizing the Stormwater Drainage System less any retention ponds and permanent wetlands located within each parcel.

   (d) The costs set forth in Section 3(c) hereof shall be deemed a Special Assessment for purposes of the Master Declaration.

4. **Master Declaration Unmodified; Conflict.** Except as changed, amended and modified by this Third Supplement, each and every one of the terms and provision of this Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Third Supplement 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 were 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 Supplement and the terms and provisions of the Master Declaration, the terms and provisions of this Third Supplement shall control. From and after the recording of this Third Supplement, all references to the Master Declaration shall refer to the Master Declaration as supplemented and amended by this Third Supplement and to the degree that any Section of the Master Declaration is cross-referenced to in this Third Supplement, the Section shall be deemed to be this Section, as modified by this Third Supplement.

5. Modifications to Third Supplement. The terms and conditions set forth herein may only be modified in writing by the Developer and the owner of the Benefited Parcels

6. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of property within the Benefited Parcels, and shall run with title to the Benefited Parcels and the Properties.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, this Third Supplement has been executed by the Developer in the manner and form sufficient to bind them as of the date first above stated.

WITNESSES:

D. Henford
Print Name: D. Henford

Patrice A. Tait
Print Name: Patrice A. Tait

"DEVELOPER"

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: Thomas M. Roehlk
Name: Thomas M. Roehlk
Title: Vice President & Secretary
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of March, 2004, by Thomas M. Roehlk, 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.

(Patrick A. Tait
(Signature of Notary Public)
(Patrick A. Tait
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. 00197739
My commission expires: 3/27/07

Patrice A. Tait
My Commission DD197739
Expires March 27, 2007
Exhibit "A"

Benefited Parcels

Parcels 1, 2, 3, 5 and 6 as reflected on the Osceola Corporate Center Master Plan, dated May, 2003, prepared by Ivey, Harris & Walls, Inc, attached hereto;

LESS AND EXCEPT the following portions of Parcel 3:

PHASE ONE "A"

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 Quarter 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 degrees 10 minutes 26 seconds East along the West line of the Northwest Quarter of the aforesaid Section 4 for 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 degrees 51 minutes 00 seconds East along the aforesaid South right of way line for a distance of 55.09 feet to the POINT OF BEGINNING; thence continue along the aforesaid South right of way line North 86 degrees 51 minutes 00 seconds East a distance of 696.58 feet; thence departing the aforesaid South right of way line and run South 00 degrees 24 minutes 10 seconds West, a distance of 192.15 feet; thence North 89 degrees 35 minutes 50 seconds West, a distance of 110.36 feet; thence North 68 degrees 09 minutes 23 seconds West, a distance of 51.61 feet; thence North 79 degrees 53 minutes 46 seconds West, a distance of 74.80 feet; thence South 75 degrees 23 minutes 43 seconds West, a distance of 89.30 feet; thence South 60 degrees 18 minutes 59 seconds West, a distance of 49.00 feet; thence South 50 degrees 27 minutes 08 seconds West, a distance of 51.61 feet; thence South 28 degrees 21 minutes 40 seconds West, a distance of 25.61 feet; thence South 32 degrees 02 minutes 03 seconds West, a distance of 116.93 feet; thence South 39 degrees 23 minutes 41 seconds West, a distance of 66.75 feet; thence North 49 degrees 51 minutes 46 seconds West, a distance of 6.32 feet to a point of curvature of a curve concave Southwesterly and having a radius of 155.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 39 degrees 57 minutes 48 seconds for a distance of 108.11 feet to the point of tangency; thence run North 89 degrees 49 minutes 34 seconds West, a distance of 73.67 feet; thence run North 00 degrees 10 minutes 26 seconds East, along a line 55.00 feet East of and parallel to the aforesaid West line of the Northwest Quarter of Section 4 for a distance of 332.86 feet to the POINT OF BEGINNING.

AND
PHASE ONE “B”

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 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.
JOINDER AND CONSENT BY ATCO LIMITED PARTNERSHIP VII

KNOW ALL MEN BY THESE PRESENTS:

THAT ATCO LIMITED PARTNERSHIP VII, a Florida limited partnership ("ATCO"), having an office at 102 Park Place Boulevard, Suite B-3, Kissimmee, Florida 34741, the owner of that certain property described in that certain Special Warranty Deed recorded December 2, 2003 in Official Records Book 2411, Page 1163, Public Records of Osceola County, Florida ("ATCO Property") being a portion of the Benefited Parcels as described in the foregoing Third Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center (the "Third Supplement to Master Declaration"), by the execution hereof, hereby joins into and consents to the placing of the Third Supplement to Master Declaration on the ATCO Property, and further covenants and agrees to be bound by the terms and conditions contained in such Third Supplement to Master Declaration.

IN WITNESS WHEREOF, ATCO Limited Partnership VII has executed this Joinder and Consent this 24th day of March, 2004

Signed sealed and delivered in the presence of:

[Signature]
Witness signature
[Name]
Witness signature

ATCO LIMITED PARTNERSHIP VII, a Florida limited partnership

By: We Three, LLC, a Florida limited liability company, as General Partner

By: [Signature]
Name: [Name]
Title: General Partner
Date: 3-24-04

(Corporate Seal)
STATE OF FLORIDA  
COUNTY OF ORANGE  

The foregoing instrument was acknowledged before me this 24th day of March, 2004, by Kevin Cole as Manager of WE THREE, LLC, a Florida limited liability company, the General Partner of ATCO LIMITED PARTNERSHIP VII, a Florida limited partnership. He/she [✓] is personally known to me or [ ] has produced [ ] as identification.

DIRECTORY: Diane Frankowski  
(Signature of Notary Public)  
(Diane Frankowski) 
(Typed name of Notary Public) 
Notary Public, State of Florida  
Commission No. [ ]

(My commission expires: [ ]
JOINDER AND CONSENT BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT R-G CROWN BANK, a Federal Savings Bank ("Mortgagee"), having an office at 105 Live Oaks Gardens, Casselberry, Florida 32707, the owner and holder of that certain Real Estate Mortgage and Security Agreement recorded December 24, 2003 in Official Records Book 2411, Page 1239; that certain Assignment of Leases, Rents and Profits recorded December 24, 2003 in Official Records Book 2411, Page 1254; and that certain UCC-1 Financing Statement recorded December 24, 2003 in Official Records Book 2411, Page 1264, all of the Public Records of Osceola County, Florida, ("Security Documents") encumbering the ATCO Property described in the foregoing Third Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center (the "Third Supplement to Master Declaration"), by the execution hereof, hereby joins into and consents to the placing of the Third Supplement to Master Declaration on the ATCO Property described in the Third Supplement to Master Declaration, and further covenants and agrees that the lien of the Security Documents is and shall be subordinate to the Third Supplement to Master Declaration as if the Third Supplement to Master Declaration had been executed and recorded prior to the execution, delivery or recordation of the Security Documents.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent this day of March, 2004

Signed sealed and delivered in the presence of:

[Signature]
print name: Daniel L. Decandellis

[Signature]
print name: Penelope E. Felsner

R-G CROWN BANK, a Federal Savings Bank

[Signature]
By: GUILLERMO B. MICHEL
Name: SENIOR VICE PRESIDENT
Title: Date: 3-24-04

(Corporate Seal)
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of March, 2004, by Guy B. Michel, as Sr. Vice President of R-G CROWN BANK, a Federal Savings Bank. He/she [x] is personally known to me or [ ] has produced __________________________ as identification.

PENELope E. FelGer
Notary Public, State of Florida
My comm. exp. Dec. 5, 2006
Comm. No. DD 169918

(NOTARY STAMP)
My commission expires:

[Signature of Notary Public]
Penelope E. Felger
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. __________