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

THIS FOURTH SUPPLEMENTAL DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (this “Fourth Supplement”) is made this 7th day of July, 2006, 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; 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 to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 2472, Page 2555, 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. Fore Property Company, a Nevada corporation, has entered into a contract with Developer, as amended and subsequently assigned to Rapallo LLC, a Delaware limited liability company, to acquire that certain real property located in Osceola County, Florida, being a portion of the Benefited Parcels and more commonly known as Lot 2 and Tract A, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida (“Rapallo Property”).

F. In addition, Developer desires to modify certain covenants, conditions and restrictions affecting the Rapallo Property as more particularly set forth herein.

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 Fourth Supplement, as the terms of this Fourth 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 Fourth 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 (“Stormwater Drainage System”) which will serve the Benefited Parcels.

(b) The Stormwater Drainage System or components thereof, shall be owned by the respective owner of the land in which they are located and the operation and maintenance of the Stormwater Drainage System shall be the responsibility of the Master Association. The reasonable costs and expenses associated with the repair and maintenance of the Stormwater Drainage System 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, such proration to be between and among the parties owning the acreage within the Benefited Parcels, and shall be based upon the relative amounts of net developable acreage per parcel divided by the total net developable within the Benefited Parcels. For purposes hereof the term “net developable acreage” shall mean the total acreage within the Benefited Parcels (or within each parcel, as the case may be) less any retention ponds, permanent wetlands, property subject to conservation easement, areas within the twenty-five (25’) foot wetland setback, and portions of the Benefited Parcels used for common entry from Centerview Boulevard, as
applicable, located within the Benefited Parcels (or within each parcel, as the case may be).

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

4. Voting Rights. Pursuant to Article III, Section 2 of the Master Declaration, the Rapallo Property is comprised of 22.5 Gross Acres and consequently 23 Class A votes are hereby allocated to the Rapallo Property. In the event that the use of the Rapallo Property is converted from apartments to condominiums, the individual condominium owners shall not be voting Members of the Master Association and the aggregate votes shall be cast by the association governing such condominium.

5. Covenants Affecting the Rapallo Property. In addition to the covenants, conditions and restrictions contained in the Master Declaration, the Rapallo Property shall hereby be subject to the following modification to Article VIII, Section 10 of the Master Declaration:

(a) Commercial Trucks, Trailers, Campers and Boats; Construction Equipment

"No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers shall be permitted to be regularly parked or stored at any place on the Rapallo Property, nor in dedicated areas, except in enclosed garages, if any. For purposes of this Section: (i) "trucks" shall not include pick-up trucks, sport utility vehicles, or other similar vehicles driven as a primary means of transportation; and (ii) "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes, or which are not used as transportation to and from work in the ordinary course of business. By way of example, a police car that a member of the police force utilizes to drive to work shall not be deemed a "commercial vehicle" for purposes of this Master Declaration. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to (i) temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services (even if same are parked on a regular basis) or (ii) any vehicles of the Developer or its affiliates. No on-street parking or parking on landscaped areas shall be permitted."

6. Master Declaration Unmodified: Conflict. Except as changed, amended and modified by this Fourth 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 Fourth 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 Fourth Supplement and the terms and provisions of the Master Declaration, the terms and provisions of
this Fourth Supplement shall control. From and after the recording of this Fourth Supplement, all references to the Master Declaration shall refer to the Master Declaration as supplemented and amended by this Fourth Supplement and to the degree that any Section of the Master Declaration is cross-referenced to in this Fourth Supplement, the Section shall be deemed to be this Section, as modified by this Fourth Supplement.

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

8. 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 Fourth Supplement has been executed by the Developer in the manner and form sufficient to bind it as of the date first above stated.

WITNESSES:

[Signature]
Print Name: Patricia A. Tait

[Signature]
Print Name: D. Helenford

"DEVELOPER"

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Name: Thomas M. Rochik
Title: Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of June, 2006, by Thomas M. Rochik, 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]
(Signature of Notary Public)
PATRICIA A. TAIT
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.
My commission expires:

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

Benefited Parcels

Lots 1 and 2, according to the plat of Osceola Corporate Center – Replat Seven, as recorded in Plat Book 18, Page 102, Public Records of Osceola County, Florida.
CONSENT AND JOINDER OF MORTGAGEE

The undersigned, BANK OF AMERICA, N.A., in its capacity as Agent, the holder of that certain Mortgage recorded May 4, 2006 in Official Records Book 3148, Page 2950, Public Records of Osceola County, Florida and recorded May 4, 2006 in Official Records Book 8623, Page 1284, Public Records of Orange County, Florida (the “Mortgage”) hereby consents and joins in this Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center (the “Declaration”), to which this Consent is attached and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to this Declaration as if the Declaration had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 30 day of June, 2006.

Witnesses:

[Signature]
Print Name: Pamela Quandelcy

[Signature]
Print Name: Joseph Gough

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 30 day of June, 2006, by

DAVID L. CATHRAL as Vice President of BANK OF AMERICA, N.A., in its capacity as Agent. He/She [He] is personally known to me or [ ] has produced ____________________________ as identification.

[Signature]
Print Name: Sarah D. Glasper

NOTARY PUBLIC
My Commission Expires: 10-30-2006