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

THIS FIFTH SUPPLEMENTAL DECLARATION TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS, FOR OSCEOLA
CORPORATE CENTER (this "Fifth Supplement") is made this 10th day of August, 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; 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, 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. Florida Medical Properties, LLC, a Florida limited liability company, has entered into a contract with Developer, to acquire that certain real property located in Osceola County, Florida, being a portion of the Benefited Parcels and more commonly known as Lot 3, according to the plat of Osceola Corporate Center – Replat Six, as recorded in Plat Book 18, Page 24, Public Records of Osceola County, Florida ("Florida Medical Property").

E. Developer desires to modify certain covenants, conditions and restrictions affecting the Florida Medical 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 Fifth Supplement, as the terms of this Fifth 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 Fifth Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. Voting Rights. Pursuant to Article III, Section 2 of the Master Declaration, the Florida Medical Property is comprised of 1.2 Gross Acres and consequently 1 Class A vote is hereby allocated to the Florida Medical Property. In the event that the use of the Florida Medical Property is converted from office building to office 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.

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

5. Modifications to Fifth 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.

    IN WITNESS WHEREOF, this Fifth Supplement has been executed by the Developer in the manner and form sufficient to bind it as of the date first above stated.

**WITNESSES:**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Name</th>
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<tbody>
<tr>
<td>Patrice A. Tait</td>
<td>Thomas M. Roehl</td>
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<td>D. Helen Ford</td>
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**"DEVELOPER"**

DEERFIELD LAND CORPORATION, a Delaware corporation

By: Thomas M. Roehl

Title: Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of August, 2006, 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)

PATRICE A. TAIT

(Typed name of Notary Public)

Notary Public, State of Florida
Commission No.
My commission expires:
Exhibit “A”

Benefited Parcels

Lot 3, according to the plat of Osceola Corporate Center – Replat Six, as recorded in Plat Book 18, Page 24, Public Records of Osceola County, Florida.