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

THIS TENTH SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OSCEOLA CORPORATE CENTER (the "Tenth Supplement") is made this 18th day of September, 2018, 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 in the Public Records of Osceola County, Florida, 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 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; 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 4384, Page 214; and as further amended by that certain Seventh 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 Eighth Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3726, Page 234; and as further amended by that certain Ninth Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3810, Page 2741; and as further amended by that certain Tenth Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, recorded in Official Records Book 3.
Official Records Book 4586, Page 1538; and as further amended by that certain Eighth Supplemental Declaration to and Fifth Amendment to and Spreader to Orange County Land of Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded in Official Records Book 5087, Page 322 and as further amended by that certain Ninth Supplemental Declaration to the Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center recorded in Official Records Book 5208, Page 2365; all of the Public Records of Osceola County, Florida (collectively "Master Declaration") which Master Declaration encumbers certain real property more particularly set forth therein (the "Properties").

B. Developer controls Osceola Corporate Center Master Owner’s Association, Inc., a Florida not-for-profit corporation (the "Master Association") and 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 in order to reflect any unique characteristics.

D. Developer has obtained the approval of the Osceola County Board of County Commissioners for the Replat of Lot 1, Lot 2, a portion of Lot 3, and all of Tract B of OSCEOLA CORPORATE CENTER – REPLAT SIXTEEN, according to the plat thereof, as recorded in Plat Book 20, Pages 113 – 114 of the Public Records of Osceola County, Florida ("Existing Plat"), and a portion of Tract C of the Plat of Osceola Corporate Center, as recorded in Plat Book 6, Page 147, of the public records of Osceola County, Florida, in order to create eight (8) developable lots to convey to third party users, together with a Tract “A” for drainage and a Tract “B”, Tract “C” and Tract “D”, and which replat is identified as OSCEOLA CORPORATE CENTER – REPLAT THIRTY-ONE, according to the plat thereof, recorded in Plat Book 27, Page 24, of the Public Records of Osceola County, Florida ("Replat 31").

E. Replat 31 creates Lots 1, 2, 3, 4, 5, 6, 7 and 8 of OSCEOLA CORPORATE CENTER – REPLAT 31, together with Tracts B, C and D of Replat 31, all of which are legally described on Exhibit “A” attached hereto and made a part hereof (collectively, the “Benefitted Drainage Parcels”), which Benefitted Drainage Parcels will benefit from the use of the retention pond to be constructed by the Developer on portions of Tract A of Replat 31, Tract B of Replat 31, Tract C of Replat 31, and Lot 8 of Replat 31 as part of the master stormwater drainage system permitted by the South Florida Water Management District that will accommodate the stormwater and surface water drainage from all development of the platted Lots and Tracts in Replat 31 (the “Retention Pond”), together with drainage pipes and related drainage facilities to accommodate the flow of stormwater and surface water drainage from the Benefitted Drainage Parcels as well as the flow of stormwater and surface water drainage from portions of Orange Avenue and Osceola Parkway as required by Osceola County, Florida (collectively, the “County Road Parcels”).

F. The Developer created the following Tracts on Replat 31 for the following
purposes: (i) Tract A is for the Retention Pond for the retention and detention of stormwater and surface water drainage, and related drainage pipes and facilities; (ii) Tract B is a two (2) acre tract of land owned by the Developer and reserved for use by Central Florida Commuter Rail Transit (SunRail) Railroad; (iii) Tract C is a three (3) acre tract of land owned by Osceola County, Florida; and (iv) Tract D is a 0.02 acre tract of land dedicated to Osceola County, Florida (the “County”) for additional right of way.

NOW THEREFORE, pursuant to Article IV, Section 2 of the Master Declaration, Developer hereby declares that the Properties shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Master Declaration and to the covenants, conditions, restrictions, and provisions of this Tenth Supplement.

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. Capitalized terms used in this Tenth Supplement not otherwise defined herein shall have the same meanings as set forth in the Master Declaration.

3. Access Road and Utilities.

(a) Developer has platted a private roadway for vehicular and pedestrian ingress and egress with curb cuts on Orange Avenue between Lots 1 and 2 of Replat 31, between Lots 2 and 3 of Replat 31, and between Lots 3 and 4 of Replat 31 and a curb cut for access between Lots 1 and 8 of Replat 31 onto Tupperware Boulevard, for access to and among Lots 1 through 8 of Replat 31 all as more particularly depicted on the copy of Replat 31 attached hereto as Exhibit “B” and made a part hereof (the “Access Road”). Upon the sale by the Developer of each of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31, the third party purchaser of each applicable Lot(s) (each, a “Third Party Purchaser”) shall be obligated to construct and be responsible for the payment of the Access Road Costs (as hereinafter defined) and for the performance of the construction of the portion of the Access Road located within and adjacent to each of its respective Lot(s), including, without limitation, the Access Road curb cuts and entranceways into the development within Replat 31 from Orange Avenue which are located within and adjacent to such Lots on Replat 31. Since Lots 6, 7, and 8 of Replat 31 are located on the eastern boundary of the Access Road and Lots 1, 2, 3, 4, and 5 of Replat 31 are located on the western boundary of the Access Road, the Access Road will be constructed according to the following parameters: (i) the first Third Party Purchaser that acquires a Lot within Replat 31 shall be responsible for the construction of the segment of the Access Road located within and adjacent to such Lot (which shall include all entranceways located adjacent to either the southern boundary or the northern boundary of such Lot and curb cuts onto Orange Ave. on Replat 31); provided, that, with respect to the segment of the Access Road fronting Lots 1 and 2 of Replat 31 and the segment of the Access Road fronting Lots 4 and 5 of Replat 31, the first Third Party Purchaser of either Lot 1 or Lot 2, as applicable, and the first Third Party Purchaser of either Lot 4 or Lot 5, as applicable, will only be required to construct the segment of the Access Road with frontage on its Lot and adjacent to its Lot and the remaining Access Road segment with frontage on Lot 8 or Lot 6, as applicable, will not be completed until the other Third Party Purchaser of Lots 1 or 2, 4, 5, 6 or 8
of Replat 31 completes such adjacent Access Road construction; and (ii) the Third Party Purchaser that first acquires Lots 3 or 7 of Replat 31 shall be responsible for the construction of the Access Road located within and adjacent to Lots 3 and 7 of Replat 31.

(b)(i) Developer hereby grants, declares, and establishes a non-exclusive access easement over, upon, on, across, under and through the portions of Lots 6, 7, and 8 of Replat 31 located within the platted areas for the Access Road within Replat 31 for the benefit of the applicable Third Party Purchasers of Lots 1, 2, 3, 4 and 5 of Replat 31, and which shall run with the land, to construct the portions of the Access Road situated within and adjacent to any boundary of its respective Lot and an easement to construct additional or all remaining segments of the Access Road (if so elected by any of the Third Party Purchasers of Lots 1, 2, 3, 4 and 5 of Replat 31 in their discretion), and Developer grants, declares and establishes for the benefit of each applicable Third Party Purchaser a non-exclusive temporary construction easement over, upon, on, across, under and through the area within each of Lots 6, 7 and 8 of Replat 31, as applicable, containing the portion of the Access Road being constructed by such Third Party Purchaser and such additional adjacent real property necessary or expedient for such construction and storage of construction materials and equipment during construction, for the benefit of the constructing Third Party Purchaser. The temporary construction easement shall not unreasonably interfere with the use of the servient parcel and shall terminate automatically upon the issuance of a certificate of completion for the portion of the Access Road constructed by such Third Party Purchaser. Upon termination of the temporary construction easement, all construction materials and equipment shall be removed and any portion of the Lot adjacent to the Access Road shall be restored to its prior condition.

(ii) Developer further hereby grants, declares and establishes a non-exclusive access easement over, on, upon, across and through the portions of Lots 1, 2, 3, 4, and 5 of Replat 31 in which any portion of the Access Road is located, including, without limitation, the entrance roadways from Orange Avenue into the development within Replat 31, for the benefit of the applicable Third Party Purchasers of Lots 6, 7, and 8 of Replat 31, and each of their respective Lots for the construction of the portions of the Access Road located within and adjacent to each of Lots 1, 2, 3, 4, and 5 of Replat 31. In the event any of the Third Party Purchasers of Lots 6, 7, and 8 of Replat 31 acquire Lots prior to the sale of all of Lots 1, 2, 3, 4, and 5 (which are obligated to construct the segment of the Access Road located within and adjacent to its respective Lot pursuant to Section 3(a) above), such Third Party Purchasers of Lots 6, 7, and 8 shall then be required to construct the portion of the Access Road located within and adjacent to its Lot. If any of the Third Party Purchasers of Lots 6, 7, and 8 elect, in their discretion, to construct additional or all remaining segments of the Access Road, prior to the construction thereof by any Owners of Lots 1, 2, 3, 4 and 5 of Replat 31, then such access easement granted in this subsection 3(b)(ii) shall include the right to access and construction of such additional segments of the Access Road.

(iii) Developer further hereby grants, declares and establishes reciprocal cross access easements which are non-exclusive and perpetual, for the benefit of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Replat 31 upon completion of construction of the Access Road, over all paved portions of the Access Road for vehicular ingress and egress and reciprocal cross access easements over any sidewalks adjacent to the Access Road for pedestrian ingress and egress, which easements shall
run with title to each of the Lots within Replat 31, to allow for the free access and movement over all of the Access Road and entranceways onto Orange Avenue. For the purposes of the use of the Access Road, Lots 1, 2, 3, 4, 5, 6, 7 and 8, of Replat 31 are collectively referred herein to as the “Benefitted Roadway Parcels”, and which are legally described on Exhibit “C” attached hereto and incorporated by reference.

(c)(i) Each Third Party Purchaser of each of Lots 1, 2, 3, 4, and 5 of Replat 31 shall be required to construct, extend and install all utilities, including, without limitation, water and sewer pipes and facilities, stormwater pipes and facilities, natural gas pipes and facilities, and underground electric lines and telecommunications fiber and cabling (hereinafter collectively referred to as the “Utilities Facilities”) by tie-in and connection to the existing Utilities Facilities, that lie within the platted utility easement that runs northward along the western boundary of each of Lots 1, 2, 3, 4, and 5 of Replat 31 from Osceola Parkway and along the easterly right of way of Orange Avenue. Such Third Party Purchasers shall extend the Utilities Facilities eastward over, under, through, and across the platted utilities easements, within each applicable Lot(s) along and across either the northern or southern boundary of such Lot, in their discretion, but with a width of sixty (60) feet either north or south of the applicable boundary of such Lot pursuant to a master utility plan prepared by Harris Civil Engineers (each such area being hereafter referred to as a “Utility Easement Area” and collectively as the “Utility Easement Areas”), then under the Access Road, and terminating at a point on the western boundary of either Lot 6, 7, or Lot 8 of Replat 31 (whichever of such Lots is directly to the east of Lots 1, 2, 3, 4, and 5, respectively). All costs associated with the design, engineering, surveying, tie-in, connection, permitting, construction and installation of the extension of the Utilities Facilities as set forth herein (the “Utilities Extension Costs”) shall be borne by the applicable Third Party Purchaser(s) of Lots 1, 2, 4, or 5 of Replat 31 constructing the portion of the Access Road adjacent to the applicable Lot, subject to the Pro-Rata Share Reimbursements set forth in subsection (d)(i) below. The Third Party Purchaser of Lot 3 of Replat 31 shall bear the Utility Extension Costs to extend the Utilities Facilities to Lot 7 of Replat 31, subject to the Pro-Rata Share Reimbursements set forth in subsection (d)(i) below. Developer hereby grants, declares, and establishes a non-exclusive perpetual utility easement and a non-exclusive temporary construction easement, together with the right of access (i) over, upon, on, across, under and through the portion of Lot 8 of Replat 31 lying within the area of the Access Road adjacent to the boundary of Lot 1 and Lot 2 of Replat 31 for the benefit of Lots 1 and 2 of Replat 31; (ii) over, upon, on, across, under and through the portion of Lot 7 of Replat 31 lying within the area of the Access Road adjacent to the boundary of Lot 3 of Replat 31 for the benefit of Lot 3 of Replat 31; and (iii) over, upon, on, across, under and through the portion of Lot 6 of Replat 31 lying within the area of the Access Road adjacent to the boundary of Lot 4 and Lot 5 of Replat 31 for the benefit of such Lots 4 and 5 of Replat 31, in order to provide the respective Third Party Purchasers of Lots 1, 2, 3, 4, and 5 of Replat 31 with the right of access and construction as necessary or expedient for the extension of the Utilities Facilities to Lots 6, 7, and Lot 8 of Replat 31, as applicable.

(ii) In connection with the extension of the Utilities Facilities to Lots 6, 7, and 8 of Replat 31, each of the Third Party Purchasers of Lots agree to cooperate in good faith and to execute and deliver any reasonably requested utility easements over any of the Utility Easement Areas to the providers of utilities services.
(d)(i) In the event that (i) the Third Party Purchaser of either Lot 1 or Lot 2 of Replat 31 shall perform the construction, installation and extension of the Utilities Facilities through a Utility Easement Area on its respective Lot to a tie-in connection on the boundary of Lot 8 of Replat 31; or (ii) the Third Party Purchaser of either Lot 4 or Lot 5 of Replat 31 shall perform the construction, installation and extension of the Utilities Facilities through a Utility Easement Area on its respective Lot to a tie-in connection on the boundary of Lot 6 of Replat 31, then the Third Party Purchaser that performs such work for the benefit of Lot 6 (i.e., the Third Party Purchaser of Lot 4 or Lot 5 of Replat 31, as applicable) shall be entitled to reimbursement from the other Third Party Purchaser not performing such work and from the Third Party Purchaser of Lot 6 in the amount of its Pro-Rata Share (as hereinafter defined) of the actual and documented Utilities Extension Costs incurred by the Third Party Purchaser performing such work. Similarly, the Third Party Purchaser that performs the Utilities Facilities extension work for the benefit of Lot 8 of Replat 31 (i.e., the Third Party Purchaser of Lot 1 or Lot 2 of Replat 31, as applicable) shall be entitled to reimbursement from the other Third Party Purchaser not performing such work for the benefit of Lot 8 and from the Third Party Purchaser of Lot 8 in the amount of its Pro-Rata Share of the actual and documented Utilities Extension Costs incurred by the Third Party Purchaser performing such work. The Third Party Purchaser of Lot 7 shall reimburse the Third Party Purchaser of Lot 3 of Replat 31 for its Pro-Rata Share of the actual and documented Utilities Extension Costs incurred by the Third Party Purchaser of Lot 3 of Replat 31. All invoices submitted under this subsection (d)(i) to a non-constructing Third Party Purchaser shall be paid upon the later of: (i) the date which is thirty (30) days after receipt of an invoice and supporting documentation for such Utilities Extension Costs; and (ii) at the closing of the acquisition of the Lot by such Third Party Purchaser. In this manner, each of the Third Party Purchasers of Lots 1, 2 and 8 of Replat 31 shall pay their Pro-Rata Share of the Utilities Extension Costs for the extension of the Utilities Facilities to Lot 8 of Replat 31, the Third Party Purchasers of Lots 3 and 7 of Replat 31 shall pay their Pro-Rata Share of the Utilities Extension Costs for the extension of the Utilities Facilities to Lot 7 of Replat 31, and the Third Party Purchasers of Lots 4, 5, and 6 of Replat 31 shall pay their Pro-Rata Share of the Utilities Extension Costs for the extension of the Utilities Facilities to Lot 6 of Replat 31. In the event any invoice for reimbursement of a Pro-Rata Share of Utilities Extension Costs has not been paid in full by the expiration of such period, the Third Party Purchaser which incurred such Utilities Extension Costs shall have the right to record a claim of lien in the public records of Osceola County, Florida against the other Third Party Purchasers’ Lot, together with reasonable attorney’s costs and fees, and such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum.

(ii) Developer hereby grants, declares and establishes a non-exclusive perpetual utility easement, together with related right of access, and a non-exclusive temporary construction easement for the installation, extension, construction, use, maintenance and repair of all Utilities Facilities as follows: (i) to the Third Party Purchaser of Lot 6 and for the benefit of Lot 6 over, under, across and through any and all Utility Easement Areas located on Lot 4 and Lot 5 of Replat 31; (ii) to the Third Party Purchaser of Lot 7 of Replat 31 and for the benefit of Lot 7 of Replat 31 over, under, across and through all Utility Easement Areas located on Lot 3 of Replat 31, and (iii) to the Third Party Purchaser of Lot 8 of Replat 31 and for the benefit of Lot 8 of Replat 31 over, under, across and through all Utility Easement Areas located on Lot 1 and Lot 2 of Replat 31. These Third Party Purchasers shall also then have the right to extend the Utilities
Facilities through such Utility Easement Areas to each of their respective Lots 6, 7, and 8 of Replat 31, subject to the terms and conditions regarding contribution of its Utilities Extension Costs for the Pro-Rata Shares of the non-constructing Third Party Purchasers of Lots 1, 2, 3, 4 and 5 of Replat 31, as applicable, according to the same procedure set forth in subsection (d)(i) above. For illustration, (i) if the Third Party Purchaser of Lot 8 of Replat 31 extends the Utilities Facilities through Lot 1 or Lot 2 of Replat 31, each of the Third Party Purchasers of Lot 1 and Lot 2 of Replat 31 will have the obligation to reimburse the Third Party Purchaser of Lot 8 of Replat 31 for its Pro-Rata Share of the Utilities Extension Costs, (ii) if the Third Party Purchaser of Lot 7 extends the Utilities Facilities through Lot 3 of Replat 31, the Third Party Purchaser of Lot 3 of Replat 31 shall reimburse the Third Party Purchaser of Lot 7 of Replat 31 for its Pro-Rata Share of the Utilities Extension Costs, and (iii) if the Third Party Purchaser of Lot 6 of Replat 31 extends the Utilities Facilities through Lot 4 or Lot 5 of Replat 31, each of the Third Party Purchasers of Lot 4 and Lot 5 of Replat 31, shall reimburse the Third Party Purchaser of Lot 6 of Replat 31 its Pro-Rata Share of the Utilities Extension Costs. Such payments will be due as set forth in subsection d(i) above.

(e) Deerfield may, in its sole discretion, enter into a master construction contract for the construction of a portion of or the entire Access Road and/or, in Developer’s sole discretion, for the extension of the Utilities Facilities over, under, across and through the Utility Easement Areas on Lots 1, 2, 3, 4, and 5 of Replat 31, to a tie-in and point of connection on Lots 6, 7, and 8. Deerfield hereby grants, declares and establishes a non-exclusive perpetual utility easement, together with related rights of access and a temporary construction easement, for use by Deerfield as the benefitted party for the construction, extension, installation, use, maintenance and repair of the Utilities Facilities on, over, under, through and across all Utility Easement Areas located within Lots 1, 2, 3, 4, and 5 of Replat 31. The Developer shall have the right to undertake the extension of the Utilities Facilities to any or all of Lots 6, 7, and 8 of Replat 31 to the extent such Utilities Facilities have not yet been extended as set forth in this Tenth Supplement. Developer further reserves the right to designate or relocate the Utility Easement Areas to an area within sixty (60) feet north of the southern boundary or south of the northern boundary of any of Lots 1, 2, 3, 4, and 5, as applicable, and which, if so declared, shall be a binding utility easement upon any such Utility Easement Areas that will run with title to the land and all Third Party Purchasers of Lots 1, 2, 3, 4, or 5 of Replat 31, will take title subject to any such utility easements. In the event the Developer enters into a master construction contract and constructs the entire Access Road and/or completes the extension of the Utilities Facilities required of the Third Party Purchasers hereunder, then each of the Third Party Purchasers of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Replat 31 shall be responsible for paying Developer each respective Lot(s) Pro-Rata Share of the Developer’s Access Road Costs and/or Utilities Extension Costs. In the event any of the Third Party Purchasers of such Lots do not reimburse Developer its Pro-Rata Share of the Access Road Costs and/or Utilities Extension Costs incurred by Developer within the later of (i) thirty (30) days after receipt of written notice with an invoice and supporting documentation; or (ii) at the closing of the acquisition of any of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Replat 31 that may still be owned by Developer upon the completion of the Access Road and/or extension of the Utilities Facilities, Developer shall be entitled to record a lien upon such applicable Lot in the amount of the unpaid Access Road Costs and Utilities Extension Costs, together with Developer’s reasonable attorney’s fees and costs, as applicable, and such amount shall bear interest in favor of Developer at a rate of twelve percent (12%) per annum from the
recording of such lien in the public records of Osceola County, Florida until payment in full. In the alternative, the Developer may cause the Master Association to levy a special assessment pursuant to the Declaration against each of the Lots within Replat 31 in the amount of each Lot Owner’s Pro-Rata Share of the Developer’s Access Road Costs and/or Utilities Extension Costs together with reasonable attorney’s fees and costs. The Master Association shall have all rights and remedies with respect to collection of the special assessments as set forth in the Declaration.

(f) In the event any Third Party Purchaser of any of Lots 1, 2, 3, 4, and 5 of Replat 31 shall fail to commence construction of the portion of the Access Road located within the boundaries of each respective Lot and the adjacent Lot as depicted on Replat 31 within six (6) months of its acquisition thereof (hereafter, a “Non-Performing Owner”), Developer or any of the other Third Party Purchasers of any of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31 as may then be the Owner of any of such Lots(s) (hereafter, a “Performing Owner”) shall have the right to construct or complete any construction already commenced on the Access Road within such Non-Performing Owner’s Lot, and, upon completion thereof, the Non-Performing Owner shall pay to Developer or the Performing Owner, as applicable, its Pro-Rata Share of the Access Road Costs. In order for a Performing Owner to exercise its right to construct the portion of the Access Road lying within a Non-Performing Owner’s Lot, such Performing Owner must provide thirty (30) days prior written notice to both the Non-Performing Owner and the Developer, in accordance with the notice provisions of the Declaration. Developer, upon request, shall provide the requesting Performing Owner with the contact information for notices to a Non-Performing Owner. In the event Developer or the Non-Performing Owner shall provide written notice to the Performing Owner within such thirty (30) day period stating that it will begin construction and provide a copy of the construction contract or joinder to an existing master construction contract for the entire Access Road, the Performing Owner shall not have the right to undertake construction of such portion of the Access Road unless such Non-Performing Owner shall fail to commence such construction within said time period. The Non-Performing Owner shall be obligated to reimburse the Performing Owner for all of its actual documented Access Road Costs, together with interest thereon at a rate of twelve percent (12%) per annum, and reasonable attorney’s fees and costs. The Performing Owner or the Developer, as applicable, may record a lien against the Non-Performing Owner’s Lot in the amount of the unpaid Access Road Costs, together with reasonable attorney’s fees and costs, which lien shall be subordinate to any purchase money mortgage then of record or recorded in the future against the Non-Performing Owner’s Lot. The Performing Owner shall release the lien for Access Road Costs upon payment in full by the Non-Performing Owner. The Developer, in the alternative, may cause the Master Association to levy a special assessment pursuant to the Declaration against the Non-Performing Owner’s Lot in the amount of such unpaid Pro-Rata Share. The Master Association shall have all rights and remedies with respect to collection of the special assessments as set forth in the Declaration.

For the purposes hereof, “Access Road Costs” shall mean the total cost for the design, alignment, engineering, permitting, grading and the construction of the Access Road, together with any sidewalks, gutters and landscaping and the costs of street lighting; and “Pro-Rata Share” shall mean the actual Pro-Rata Share of the Access Road Costs and/or Utilities Extension Costs, as applicable, based upon the relative amounts of Net Developable Acreage (as hereinafter defined) of each of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31, respectively and as applicable, to
the total combined Net Developable Acreage within Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31. “Pro-Rata Share” may also mean, when used in the context of dividing costs between a subset of less than all of the Lots, the Pro-Rata Share of the particular Lot based on the Net Developable Acreage within such Lot to the total Net Developable Acreage of all Lots that are cost sharing an expense hereunder. “Net Developable Acreage” shall mean the total acreage within each Benefitted Roadway Parcel (hereinafter defined), and shall be applicable to the calculation of the Pro-Rata Share of both Access Road Costs and Utilities Extension Costs, less any retention ponds located within each Benefitted Roadway Parcel and less any permanent wetlands located within each Benefitted Roadway Parcel.

(g)(i) After completion of construction of the Access Road and issuance of a certificate of completion by the County, or its equivalent, each of the Lot owners within Replat 31 shall be responsible for paying, and demonstrating payment to Developer, of its Pro-Rata Share of the Access Road Costs. To the extent any of the Third Party Purchasers of Lots within Replat 31 has paid more than its Pro-Rata Share of the Access Road Costs, such Third Party Purchaser shall have a right to payment from the other Third Party Purchasers of Lots in the amount of each Lot’s Pro-Rata Share to reimburse it for the amount spent in excess of such Third Party Purchaser’s Pro-Rata Share. In order to facilitate the orderly collection of reimbursement funds from Third Party Purchasers of Lots that have not contributed their Pro-Rata Share of the total Access Road Costs, each Third Party Purchaser which has incurred Access Road Costs shall provide written notice to the Developer documenting the total Access Road Costs paid, together with supporting documentation. Developer shall then notify each Third Party Purchaser of a Lot within Replat 31 of the amount of additional funds that are required to be paid so that all Third Party Purchasers shall have paid no more than its Pro-Rata Share. The Developer shall appoint an escrow agent to receive all required additional Pro-Rata Share payments from the Third Party Purchasers which have not paid their Pro-Rata Share. Upon receipt of all required payments, the Developer shall direct the escrow agent to disburse the funds to each Third Party Purchaser that incurred Access Road Costs in the amount required to reduce the costs paid to their respective Pro-Rata Share. In the alternative, the Developer may cause the Master Association to levy a special assessment against each of the Lots (which is also a personal obligation under the Declaration of the Owners of such Lots) which have not paid their respective Pro-Rata Share contributions of the Access Road Costs and Utilities Extension Costs in the amount of such unpaid amounts. All Third Party Purchasers which have not paid its Pro-Rata Share within thirty (30) days of the levy of a special assessment by the Association shall be subject to the Association’s right to record a claim of lien in the public records of Osceola County, Florida against such Third Party Purchaser’s Lot, together with any other rights and remedies available to the Master Association under the Declaration, including, without limitation, the accrual of interest, and attorney’s fees and costs.

(ii) If Developer completes the construction of the Access Road or the construction or extension of the Utilities Facilities, upon receipt of a certificate of completion, or its equivalent, from the County, Developer shall cause the Master Association to levy a special assessment against each of the Benefitted Roadway Parcels in the amount of the Pro-Rata Share of each of the Lots of the Access Road Costs and Utilities Extension Costs, as applicable.

(h) After the completion of construction of the Access Road and receipt of a
certificate of completion from the County, or its equivalent, the Master Association shall be responsible for the performance of the ongoing maintenance and repair of the paved areas of the Access Road and all sidewalks, street landscaping, lighting, and related improvements required by the County and any additional improvements constructed as part of the Access Road (the costs of such maintenance and repair is hereinafter referred to as the “Roadway Maintenance Costs”). The Master Association shall levy special assessments on the respective Owners of each of the Benefitted Roadway Parcels for its respective Pro-Rata Share of the Roadway Maintenance Costs, in accordance with the terms of the Declaration relating to special assessments and shall have all rights and remedies available under the Declaration to enforce the collection of the Roadway Maintenance Costs, including, without limitation, recording a claim of lien in the public records of the County, and charging interest and attorney’s fees and costs.

(i) Nothing contained herein shall be deemed to grant any access rights over any of the platted lands within Replat 31 other than the Access Road and any Utility Easement Areas, but with respect to the Utility Easement Areas, only to the extent necessary to exercise a party’s rights under a utility easement granted in this Tenth Supplement.

4. Stormwater Drainage System. Developer has constructed the Retention Pond as set forth in the approved site development plan for Orange Avenue Roadway Improvements under SDP #16-0001 (“SDP”), and which is designed to accommodate all of the stormwater and surface water drainage flow from the Benefitted Drainage Parcels. Developer has also constructed a drainage pipe that serves the County Road Parcels and which drainage pipe runs along the southern boundary of Replat 31 and which terminates at and empties into the Retention Pond. Developer has also further constructed an additional drainage pipe that carries stormwater and surface water drainage flow from Orange Avenue along, under, through, upon and across the northerly boundary areas of Lot 1 and Lot 8 of Replat 31 and which terminates at and empties into the Retention Pond. Each of the Third Party Purchasers of each of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Replat 31 shall be required to construct, in addition to its portion of the Access Road, and at the time of the extension of the Utilities Facilities (if applicable to such Lot) or construction of the Access Road, the construction and installation of drainage pipes and any necessary or required related berms, swales, or other drainage facilities, together with all design and engineering work required to connect to the master stormwater and surface water drainage system that drains into the Retention Pond and sized adequately to accommodate the drainage from each of such Benefitted Drainage Parcels. The Developer or the owner of each of the other Benefitted Drainage Parcels shall construct and install all drainage pipes, any necessary or required berms or swales, and any other drainage facilities to connect to the master stormwater and surface water drainage system in accordance with the SDP and sized adequately to accommodate the flow of drainage from each of such other Benefitted Drainage Parcels.

The Master Association shall be responsible for the performance of all ongoing maintenance and repair obligations for the entire stormwater and surface water management system located within the common areas of Replat 31 serving the development on Replat 31 and the County Road Parcels, including, without limitation, the Retention Pond, drainage pipes, swales, catch basins and other drainage facilities located within Replat 31, together with landscaping maintenance and water treatment (the costs of such maintenance and repair is hereinafter referred to as the “Drainage System Maintenance Costs”).
The Master Association shall levy a special assessment for the Drainage System Maintenance Costs incurred by it upon each of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31 for payment of each Lot’s respective Pro-Rata Share of the Drainage Maintenance Costs. The Pro-Rata Share for the purpose of calculating the amount of the special assessment for the costs incurred by the Master Association is set forth for each of Lots 1, 2, 3, 4, 5, 6, 7 and 8 on the Pond Pro-Rata Calculation Table attached hereto as Exhibit "D" and incorporated by reference (the “Pond Pro-Rata Table”).

5. **Prohibited Uses.** Each of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Replat 31 may be used for any use permitted under the Osceola Corporate Center Planned Development Zoning, the Master Declaration, and the General Development Guidelines of Osceola Corporate Center except as limited below in this Section 5 (the “Permitted Uses”). The Permitted Uses shall not include the following uses which are prohibited upon any of the Lots and Tracts within Replat 31: (a) any restaurant concept such as Hooters, Redneck Heaven, Tilted Kilt Pub & Eatery, Twin Peaks, Bombsheells, Bone Daddy’s, Ojos Locos, Bikinis Sports Bar & Grill, Show-Me’s, Mugs & Jugs and Heart Attack Grill, or any similarly-themed female sex appeal restaurant is prohibited; (b) no free-standing bars are permitted unless they are part of a sit down restaurant or a hotel and so long as the establishment on the parcel generates less than fifty percent (50%) of its sales from the sale of alcohol; (c) for a period until May 26, 2022, no uses for any assisted living facility; (d) for a period until June 27, 2020, no uses for any self-storage facility; and (e) no hospital facilities, any emergency department or urgent care facility or any other uses prohibited under Section 5 of that certain Ninth Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center recorded September 18, 2017, in Official Records Book 5208, Page 2365, of the public records of Osceola County, Florida.

6. **Additional Prohibited Uses.** The Developer hereby amends the Master Declaration to provide that no structure on any part of the Properties subject to this Tenth Supplement may install, have or allow to remain any Window Border Lighting, which is hereby expressly prohibited. For the purposes hereof, “Window Border Lighting” shall mean any and all window border lighting, such as and including without limitation, LED display strips, neon, rope lights, tape lights or strip lights.

7. **Master Declaration Unmodified; Conflict.** Except as changed, amended and modified by this Tenth Supplement, the Master Declaration shall remain in full force and effect. Accordingly, nothing contained in this Tenth 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 Tenth Supplement and the terms and provisions of the Master Association, the terms and provisions of this Tenth Supplement shall control. From and after the recording of this Tenth Supplement, in the Public Records of Osceola County, Florida, all references to the Master Association shall refer to and include this Tenth Supplement.

8. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of each owner of the Lots and Tracts within Replat 31, and their
respective successors and assigns.

9. **Construction Standards.** All construction work performed by Third Party Purchasers hereunder shall be performed in a good and workmanlike manner, lien free, in accordance with all approved plans and specifications, and in compliance with all applicable permits, laws, statutes, ordinances, and regulations.

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

WITNESSES:

Print Name: Karen M. Sheehan
Nerea Delgado

Print Name: Nerea Delgado

"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 OSCEOLA

The foregoing instrument was acknowledged before me this 18th day of September, 2018, 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.

Nerea Delgado
(Signature of Notary Public)
Nerea Delgado
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. GG 129295
My commission expires: Dec. 26, 2019

ORL 299654709v7
EXHIBIT "A"

Benefitted Drainage Parcels

Lots 1, 2, 3, 4, 5, 6, 7 and 8, and Tracts B, C, and D, OSCEOLA CORPORATE CENTER-
REPLAT THIRTY ONE, according to the plat thereof, as recorded in Plat Book 27, Pages 24-26,
of the public records of Osceola County, Florida.
EXHIBIT “B”

Depiction of Access Road
EXHIBIT “C”

Benefitted Roadway Parcels Legal Description

Lots 1, 2, 3, 4, 5, 6, 7 and 8, OSCEOLA CORPORATE CENTER-REPLAT THIRTY ONE, according to the plat thereof, as recorded in Plat Book 27, Pages 24-26, of the public records of Osceola County, Florida.
## EXHIBIT “D”

### Pond Pro-Rata Table

### POND 901 SHARE CALCULATIONS

<table>
<thead>
<tr>
<th></th>
<th>BUILDABLE AVERAGE PER LOT (ACRES)</th>
<th>ROADWAY SHARE (ACRES)</th>
<th>POND SHARE (ACRES)</th>
<th>LOT SIZE (ACRES) PER PLAT</th>
<th>PERCENTAGE OF TOTAL AREA %</th>
<th>TOTAL AREA (ACRES)</th>
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Exhibit “D”