AMENDMENT AND RESTATEMENT OF THE
OSCEOLA CORPORATE CENTER DRI
TRANSPORTATION PROPORTIONATE SHARE AGREEMENTS
( FOR PHASES 2 AND 3A)

This Amendment and Restatement of the Transportation Proportionate Share Agreements for Phases 2 and 3A of the Osceola Corporate Center DRI ("Amendment") is made and entered into by and between DEERFIELD LAND CORPORATION, a Delaware Corporation ("Developer"), and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("FDOT").

WITNESSETH:

WHEREAS, Developer is the developer of the Osceola Corporate Center Development of Regional Impact ("DRI" or the "Project") located on real property in Osceola County, Florida. The Project has undergone DRI review and been approved by the Osceola County Board of County Commissioners; and

WHEREAS, the DRI is currently governed by the terms and conditions of the Twelfth Amended and Restated Development Order ("Development Order") recorded in Official Records Book 3108, Page 90, of the Public Records of Osceola County, Florida; and

WHEREAS, the Development Order provides for mitigation to address specific traffic impacts related to each Development Phase identified within the Development Order through assurances of construction of Needed Transportation Improvements; and

WHEREAS, Developer and FDOT previously entered into a Transportation Proportionate Share Agreement covering the Needed Transportation Improvements for Phase 2 ("Phase 2 Improvements") of the DRI ("Phase 2 Agreement") recorded in Official Records Book 2406, Page 394, of the Public Records of Osceola County, Florida; and

WHEREAS, the Phase 2 Improvements are more specifically described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Developer and FDOT previously entered into a Transportation Proportionate Share Agreement covering the Needed Transportation Improvements for Phase 3a ("Phase 3a Improvements") of the DRI ("Phase 3a Agreement") recorded in Official Records Book 3179, Page 1750, of the Public Records of Osceola County, Florida; and

WHEREAS, the Phase 3a Improvements are more specifically described in Exhibit "B", attached hereto and incorporated herein by reference; and
WHEREAS, the Phase 2 Improvements and Phase 3a Improvements may be collectively referred to herein as the Needed Transportation Improvements, and

WHEREAS, FDOT desires, and Developer is amenable to, certain changes related to funding mechanisms and timing of cash payments for the Phase 2 Improvements and the Phase 3a Improvements; and

WHEREAS, it is the intent of both parties that this Amendment shall replace the Phase 2 Agreement and the Phase 3a Agreement and that those Agreements are no longer of any force or effect; and

WHEREAS, pursuant to this Amendment, the Developer has made a binding commitment to make a one-time cash payment of $2,600,000 (two million, six hundred thousand dollars) as the proportionate share of the cost of the Phase 2 Improvements and a staged series of cash payments totaling $7,382,414 (seven million, three hundred eighty two thousand, four hundred fourteen dollars) as the required proportionate share of the cost of the Phase 3a Improvements; and

WHEREAS, pursuant to Rule 9J-2.045(7), F.A.C., Osceola County, as the governing jurisdiction for the DRI, and FDOT have agreed to accept the cash payments to FDOT together with a commitment on the part of FDOT to apply these monies towards the Needed Transportation Improvements for both Phases 2 and 3a, as adequately mitigating the transportation impacts for Phases 2 and 3a on all significantly impacted state and regional roadways within their maintenance jurisdictions through build-out of Phase 3a of the Osceola Corporate Center DRI, as required by Chapter 380, F.S. and Chapter 9J-2, F.A.C.; and

WHEREAS, for purposes of any future transportation modeling and monitoring studies ("MMs"), the execution of this Amendment shall be considered as mitigation for the Phase 2 and Phase 3a development against the Needed Transportation Improvements via the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Amendment as if fully set forth herein.

2. Proportionate Share Calculations. Developer and FDOT agree that Two Million, Six Hundred Thousand Dollars ($2,600,000) remains the proportionate share payment amount for the Phase 2 Improvements ("Phase 2 Proportionate Share") and Seven Million, Three Hundred Eighty Two Thousand, Four Hundred Fourteen Dollars ($7,382,414) remains the proportionate share payment amount for the Phase 3a Improvements ("Phase 3a Proportionate Share") under the requirements of Rule 9J-2.045(7), F.A.C. to mitigate the transportation impacts of the applicable Osceola Corporate Center DRI development phases through build-out. The Phase 2 and Phase 3a Proportionate Shares are based upon the applicable phase build-outs and include direct and indirect costs of the Needed Transportation Improvements, including right-of-way where applicable. The Phase 2 and Phase 3a Proportionate Shares represent the
maximum amount the Developer will be required to pay (or cause to be paid) through build-out of the respective phases of the Osceola Corporate Center DRI, notwithstanding any subsequent upward variance in the actual cost of Needed Transportation Improvements or actual traffic impacts ultimately created by the Project. Developer and FDOT acknowledge that the calculation of, and agreement regarding the maximum amount of the Phase 2 and Phase 3a Proportionate Shares constitute material inducements for the parties to enter into this Amendment.

3. Developer’s Phase 2 Proportionate Share and Payment Schedule. The Phase 2 Proportionate Share shall be paid as follows:

   (a) Developer and FDOT agree that Two Million, Six Hundred Thousand Dollars ($2,600,000) is the proportionate share amount to be paid by Developer for the Phase 2 Improvements.

   (b) Payment of the Phase 2 Proportionate Share to FDOT shall be paid on or before January 30, 2008, the timing of which shall be at the discretion of Developer, subject to the requirements of paragraph 3(d).

   (c) If the Phase 2 Proportionate Share is not paid to FDOT as required hereunder, then no further building permits for Phase 2, or subsequent phases, shall be issued until Developer provides full payment of the Phase 2 Proportionate Share to FDOT.

   (d) All original Letters of Credit (“LOCs”) held by FDOT under the associated terms of the Phase 2 Agreement shall be released to Developer concurrently with payment by Developer of the Phase 2 Proportionate Share.

4. Developer’s Phase 3a Proportionate Share and Payment Schedule. The Phase 3a Proportionate Share shall be paid as follows:

   (a) Developer and FDOT agree that Seven Million, Three Hundred Eighty Two Thousand, Four Hundred Fourteen Dollars ($7,382,414) is the proportionate share amount to be paid by Developer for the Phase 3a Improvements.

   (b) In lieu of the provision of letters of credit as security for the Phase 3a Proportionate Share or any portion thereof, Developer makes the commitment to pay the Phase 3a Proportionate Share to FDOT in accordance with the following schedule subject to paragraph 4(d):

      i. Developer shall pay an initial sum of One Million Dollars ($1,000,000) to FDOT by January 30, 2008.

      ii. A second payment of One Million Dollars ($1,000,000) shall be paid by Developer to FDOT by January 30, 2009.

      iii. The balance of the Phase 3a Proportionate Share shall be paid in 2 (two) equal installments of two million six hundred ninety one thousand two hundred and seven dollars ($2,691,207.00) due by January 30 of the years 2010 and 2011 respectively.
(c) If the Phase 3a Proportionate Share is not paid to FDOT as required hereunder, then no further building permits for Phase 3a, or subsequent phases, shall be issued until Developer provides payment of the Phase 3a Proportionate Share to FDOT in accordance with this Amendment.

(d) The original Letter of Credit ("LOC") held by FDOT under the associated terms of the Phase 3a Agreement shall be released to Developer concurrently with payment under paragraph 4(b)(i) of this Amendment or by January 30, 2008, whichever comes first.

5. Satisfaction of DRI Transportation Improvement Requirements. Based upon the use of the Phase 2 and Phase 3a Proportionate Shares as required herein;

(a) The Project shall be deemed to have satisfied all requirements under Chapter 380, F.S., Chapter 9J-2, F.A.C. and Osceola County concurrency management, as applicable, for the mitigation of the traffic impacts of the Osceola Corporate Center DRI on all state and regional roads through build-out of Phase 3a of the Project, and;

(b) The Developer shall be entitled under Chapter 380, F.S. and Chapter 9J-2, F.A.C. to fully and completely develop the Project through Phase 3a of the Project.

6. Construction of the Needed Transportation Improvements. FDOT acknowledges and agrees to expeditiously apply the Phase 2 and Phase 3a Proportionate Shares as received toward the cost of the Needed Transportation Improvements in accordance with the standard designs and criteria of FDOT with respect to such facilities.

(a) FDOT shall allocate, reserve and utilize the entire amount of the Phase 2 and Phase 3a Proportionate Share payments toward the cost of the Needed Transportation Improvements and, upon the payment as described herein, shall use its good faith efforts towards amending its Five Year Work Program so as to commit this funding to the improvements, which Five Year Work Program shall end not later than five years from the effective date of this Amendment.

(b) In the event that construction of either the Phase 2 or Phase 3a Improvements become impractical, FDOT shall consult with Osceola County (as applicable), to determine acceptable alternate improvements.

(c) For purposes of any future Transportation MMs, the execution of this Amendment shall be considered as mitigation for the Phase 2 and Phase 3a development against the Needed Transportation Improvements as defined herein or as may be modified by subparagraph 6(b), via the execution of this Amendment.

7. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by Florida law. Each of the parties hereto warrants and represents this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

8. Remedies. The parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms of this Agreement and
hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and other such equitable or injunctive relief as appropriate or necessary to enforce this Agreement. The parties further acknowledge and agree that, in the event the Developer fails to pay the entire amount of either the Phase 2 or Phase 3a DRI Proportionate Shares as provided herein, issuance of building permits for the balance of Phases 2, 3a, and/or subsequent phases (as applicable) may be suspended until the required payment is made.

9. Notice of Default. No party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

10. Notice. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier, and shall be effective upon receipt when delivered to the parties at the addresses set forth herein below (or such other address as provided by the parties by written notice delivered in accordance with this paragraph):

If to Developer: Thomas Roehlk, Esq.
Vice President
Deerfield Land Corporation
14901 Orange Blossom Trail
Orlando, Florida 32837

With a copy to: Julie Kendig-Schrader, Esq.
Greenberg Traurig, PA.
450 South Orange Avenue
6th Floor
Orlando, FL 32801

If to FDOT: District Secretary
Florida Department of Transportation
719 South Woodland Avenue
Deland, FL 32720

With a copy to: Timothy C. Laubach, Esq.
Assistant General Counsel
Florida Department of Transportation
719 South Woodland Avenue
Deland, FL 32720

11. Amendment. No amendment, modification or other changes in this Agreement shall be binding upon the parties unless in writing executed by both of the parties.
12. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer with respect to the Project.

13. **Recording.** Developer shall record this Agreement in the Public Records of Osceola County, Florida at Developer’s expense.

14. **Effective Date.** This Agreement shall become effective upon the execution by all parties hereto.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

SIGNATURE PAGES TO FOLLOW
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Witnesses:

(Lisa K. Franklin)

(Lereida Montalvo)

DEERFIELD LAND CORPORATION, a Delaware Corporation

By:

By:

Thomas Roehl
Vice President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19th day of Dec., 2007 by Thomas Roehl, the Vice President of Deerfield Land Corporation, a Delaware corporation, on behalf of said corporation. He is personally known to me OR has produced identification _____; type of identification produced __________________________, and did did not take an oath.

(Lereida Montalvo)

(Signature of Notary)

(Lereida Montalvo)

(Typed Name of Notary)
Notary Public, State of Florida at Large
Commission No. DD 738264
My commission expires: 12/31/2011
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________
   Print Name: ____________________
   Its: ____________________________

(Print Name) ____________________
   MARIA TAKACS

STATE OF FLORIDA
COUNTY OF ORANGE

Volusia

The foregoing instrument was acknowledged before me this ___ day of December, 2007, by _______________________________ the ______ Secretary of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, on behalf of said Department ______ is personally known to me or has produced __________________________ for identification, and did/did not take an oath.

(Signature of Notary)
______________________________

(Typed Name of Notary)
NORMA I. MEJAS
Notary Public, State of Florida at Large
Commission No. __________________
My commission expires: ________________
### Exhibit “A”
Osceola Corporate Center DRI
Phase 2 Monitoring and Modeling Study
Needed Improvements to State Roadway System

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment or Location</th>
<th>Type of Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Young Parkway</td>
<td>US 192 Intersection</td>
<td>SBThru/EBRT/WBRT</td>
</tr>
<tr>
<td>US 441/S.Orange Blossom Trail</td>
<td>Carroll St Intersection</td>
<td>NBRT/EBLT/WBRT</td>
</tr>
</tbody>
</table>
### Exhibit “B”

Needed Transportation Improvements to State Roads

Osceola Corporate Center DRI, Phase III NOPC

January 31, 2006

<table>
<thead>
<tr>
<th>Road</th>
<th>From</th>
<th>To</th>
<th>Improvement</th>
</tr>
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<tbody>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>Fletcher St.</td>
<td>Country Blvd.</td>
<td>Add Northbound Lane (1)</td>
</tr>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>Country Blvd.</td>
<td>Jackson St.</td>
<td>Add Southbound Lane (2)</td>
</tr>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>At Carroll St.</td>
<td></td>
<td>Reconstruct Signal</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>At US 192 (SR 530/500)</td>
<td></td>
<td>Add SB Left Turn Lane</td>
</tr>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>At US 192 (SR 530/500)</td>
<td></td>
<td>Modify Signal</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US 192 (SR 530)</td>
<td>At John Young Parkway</td>
<td></td>
<td>Add WB Right Turn Lane</td>
</tr>
<tr>
<td>US 192 (SR 530)</td>
<td>At John Young Parkway</td>
<td></td>
<td>Add EB Right Turn Lane</td>
</tr>
<tr>
<td>John Young Pkwy (SR 600)</td>
<td>US 192 (SR 530)</td>
<td>Oak St.</td>
<td>Add Southbound Lane</td>
</tr>
<tr>
<td>US 192 (SR 530)</td>
<td>At John Young Parkway</td>
<td></td>
<td>Reconstruct Signal</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US 17/92 (SR 500/600)</td>
<td>At Center View</td>
<td></td>
<td>Signalize</td>
</tr>
</tbody>
</table>

**TOTAL**