AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT AFFECTING REAL PROPERTY (hereinafter referred to as the “Agreement”) is made and entered into this ___ day of December, 2004, by and between DEERFIELD LAND CORPORATION, a Delaware corporation (hereinafter referred to as “DEERFIELD”), and WALGREEN CO., an Illinois corporation (hereinafter referred to as “WALGREENS”).

WHEREAS, DEERFIELD owns certain real property in Osceola County, Florida, more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“DEERFIELD Property”); and

WHEREAS, DEERFIELD previously sold property adjacent to the DEERFIELD Property to CORNERSTONE PROPERTY AT OSCEOLA CORPORATE CENTER, LLC, a Florida limited liability company (“CORNERSTONE”), pursuant to that certain Contract for Sale and Purchase of Real Property, by and between DEERFIELD and Tupperware Services, Inc., a Delaware corporation, as seller, and CORNERSTONE, as buyer, dated September 6, 2002, as amended (DEERFIELD/CORNERSTONE Contract”), which property is more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (“CORNERSTONE Property”) (the “DEERFIELD Repurchase Property” (as hereinafter defined) and the “WALGREENS Property” (as hereinafter defined) make up all of the CORNERSTONE Property); and

WHEREAS, at the time of the closing of the sale of the CORNERSTONE Property to CORNERSTONE, several documents were filed in the Public Records of Osceola County, Florida which impact the CORNERSTONE Property, including without limitation: (i) that certain Special Warranty Deed from DEERFIELD to CORNERSTONE, recorded April 21, 2003, in Official Records Book 2234, Page 2314 (“Deed”); (ii) that certain Concurrent Agreement between DEERFIELD and CORNERSTONE, recorded April 21, 2003, in Official Records Book 2234, Page 2340 (“Concurrent Agreement”); (iii) that certain Allocation Agreement Regarding land Use and Development Rights and Duties between DEERFIELD and CORNERSTONE, recorded April 21, 2003 in Official Records Book 2234, Page 2348 (“Allocation Agreement”); and (iv) that certain Reciprocal Easement Agreement by and between DEERFIELD and CORNERSTONE, recorded April 21, 2003 in Official Records Book 2234, Page 2368 (“REA”).

WHEREAS, DEERFIELD has entered into a contract(s) with Cornerstone to repurchase a portion of the CORNERSTONE Property from CORNERSTONE, which property is more particularly described on Exhibit “C” attached hereto and incorporated herein by this reference (“DEERFIELD Repurchase Property”); and

WHEREAS, WALGREENS is proposing to purchase a portion of the CORNERSTONE Property from CORNERSTONE comprising approximately 2.3 acres, which property is more particularly described on Exhibit “D” attached hereto and incorporated herein by this reference (“WALGREENS Property”); and
WHEREAS, in order to facilitate the acquisition of their respective portions of the CORNERSTONE Property the parties hereto further acknowledge and agree that it is in their mutual best interest to enter into this Agreement to set forth certain understandings and agreements regarding the ownership and development of their respective properties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained and in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Agreement.** WALGREENS and DEERFIELD hereby acknowledge and agree that they shall cooperate with each other to accomplish the following, simultaneously with their respective closings on their acquisition of their respective portions of the CORNERSTONE Property above described:

   2.a. **Modification to Concurrent Agreement.** DEERFIELD shall amend the Concurrent Agreement as follows:

   (i) to modify the legal description of the “Property” (as defined in the Concurrent Agreement) such that the Concurrent Agreement shall only apply to the WALGREENS Property;

   (ii) to modify Paragraph 1 to provide that WALGREENS shall diligently pursue approvals, permitting and construction of its store on the WALGREENS Property, but the completion of such store and the receipt of a certificate of occupancy may occur beyond January 1, 2006; and

   (iii) to modify Paragraph 3 such that the warranty to be contained in the deed if the repurchase right is exercised shall be from Walgreen Co. rather than Cornerstone Property at Osceola Corporate Center, LLC.

   2.b. **Partial Assignment of Allocation Agreement.** WALGREENS shall obtain a partial assignment of the Allocation Agreement from CORNERSTONE applicable to the WALGREENS Property for an assignment of 1,071 trips and 15,000 square feet of developable retail space. WALGREENS acknowledges and agrees that all remaining entitlements under the Allocation Agreement shall be assigned by CORNERSTONE to DEERFIELD. In addition, the Partial Assignment shall define the Intended Use for the WALGREENS Property, which shall be agreed upon by WALGREENS and DEERFIELD; provided, however, DEERFIELD hereby acknowledges WALGREENS intended use of the WALGREENS Property as a retail drug store with double lane drive through.

   2.c. **Termination of REA; Recordation of New Reciprocal Easement Agreement.** WALGREENS hereby acknowledges that DEERFIELD, as part of its closing with CORNERSTONE for the DEERFIELD Repurchase Property intends to record a termination of the REA, and WALGREENS agrees to join in and consent to such termination.
Simultaneously, WALGREENS and DEERFIELD shall enter into and record a reciprocal easement agreement in the public records of Osceola County, Florida in a form acceptable to WALGREENS AND DEERFIELD which shall include, without limitation: (i) easements for access, ingress and egress in favor of WALGREENS: (a) from the southern boundary of the WALGREEN’S Property (across the proposed Thacker Avenue) to Osceola Parkway; and (b) to construct that portion of Thacker Avenue described in Section 2(c)(i)(a) hereof; (c) across a portion of the DEERFIELD Repurchase Property to Osceola Parkway; (d) for drainage, as necessary to accommodate WALGREENS drainage outflow and retention for the development of the WALGREENS Property; (e) for installation, repair and maintenance of utilities necessary to develop the WALGREENS Property; (ii) easements in favor of DEERFIELD, its successors and/or assigns across portions of the WALGREENS Property for: (a) access, ingress and egress to and from the proposed Thacker Avenue; (b) drainage necessary to accommodate the drainage outflow and retention within the DEERFIELD Property and the DEERFIELD Repurchase Property; and (c) access for installation, repair and maintenance of utilities necessary to serve the DEERFIELD Property and the DEERFIELD Repurchase Property; (iii) cross easements for access, ingress and egress across the internal roads to be constructed within the DEERFIELD Property and WALGREENS Property (excluding those roadways that are located within gated communities, if any) for ingress and egress to accommodate traffic flow; (iv) cross easements for access to install, maintain and repair utilities. The reciprocal easement agreement shall include certain restrictions which affect the DEERFIELD Property, the DEERFIELD Repurchase Property and the WALGREENS Property and shall provide that if WALGREENS shall discontinue any of its exclusive uses (which restrictions are more particularly described on Exhibit “E” attached hereto and incorporated herein by this reference (the “WALGREENS Restrictions”)) for a period in excess of six (6) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond WALGREEN’S control), then the use restriction pertaining to such discontinued use shall be waived; however, in no event shall the discontinuance of WALGREEN of any one exclusive use for the time period provided above, affect the continuance of the other use restrictions.

d. **Approval of WALGREENS Plans.** WALGREENS acknowledges and agrees that WALGREENS shall construct on the WALGREENS Property improvements consistent with (i) the Master Declaration of Covenants, Conditions and Restrictions for Osceola Corporate Center, recorded in Official Records Book 2030, Page 219, in the Public Records of Osceola County, Florida, as the same may be amended and supplemented from time to time (the “Declaration”); (ii) the Osceola Corporate Center General Development and Specific Development Guidelines, dated July 24, 2001 (“Development Guidelines”); (iii) the Intended Use as defined in the Allocation Agreement; and (iv) all governmental rules and regulations. WALGREENS acknowledges and agrees that it shall take title to the WALGREENS Property subject to the Declaration and Development Guidelines. WALGREENS further acknowledges and agrees that the nature of WALGREENS use of the WALGREENS Property and WALGREENS construction shall be of a design and with building materials in accordance with full drawings and specifications, including without limitation, lighting, retaining walls, site grading and landscaping plans, approved by DEERFIELD, or its successors or assigns, in accordance with the Declaration and the Development Guidelines in writing prior to the commencement of any construction. Approval of WALGREENS proposed retail use and WALGREENS’ drawings and specifications by DEERFIELD shall not be
unreasonably withheld, delayed or conditioned if plans are in compliance with the Declaration and the Development Guidelines and shall not in any way be deemed a warranty respecting structural integrity or fitness for intended purpose. DEERFIELD will notify WALGREENS of its approval or disapproval not later than twenty (20) days after receipt by DEERFIELD of such plans.

c. Roadway, Signalization and Other Improvements.
WALGREENS hereby acknowledges that WALGREENS shall be responsible for the following, at its sole cost and expense: (i) to construct all internal roadways within the WALGREENS Property; (ii) to construct that portion of the proposed Thacker Avenue extending from Osceola Parkway to a point parallel to the Southwest boundary of the WALGREEN'S Property; (iii) to construct the access road from Thacker Avenue to the WALGREEN'S Property; (iv) construct the access road through the wetland that borders the Southeast portion of the WALGREEN’S Property to the eastern edge of the wetlands, provided that DEERFIELD grants a construction easement and access easement to accomplish same across a portion of the DEERFIELD Property and/or the DEERFIELD Repurchase Property, as applicable, in a location designated by DEERFIELD; (v) to construct the right-in/right-out for access from the WALGREEN’S Property to Osceola Parkway and the service road extending from such right-in/right-out and traversing the northern border of Parcel 3 to connect to the WALGREEN’S Property (which service road shall be built to standards mutually acceptable to DEERFIELD and WALGREEN’s, including, without limitation, mutually acceptable specifications and road alignment); (vi) to construct the east bound deceleration lane on Osceola Parkway serving the right-in/right-out referenced in Paragraph 2(e)(v) hereof; and (vii) to construct a retaining wall in the locations more particularly depicted on Exhibit “F” attached hereto and incorporated herein by this reference.

DEERFIELD shall be responsible to construct, at its sole cost and expense that portion of the proposed Thacker Avenue from the point parallel to the Southwest boundary of the WALGREEN’S Property to Centerview Boulevard.

The parties hereto acknowledge and agree that, in order to facilitate their simultaneous closings contemplated herein, contemporaneously with said simultaneous closings DEERFIELD shall pay CORNERSTONE the sum of $175,000.00 which represents a portion of the $450,000.00 holdback contemplated under CORNERSTONE’s agreement with WALGREENS for the acquisition of the WALGREENS Property applicable to the installation of a traffic signal and construction of Thacker Avenue. Said $175,000.00 payment by DEERFIELD to CORNERSTONE shall then be reimbursed to DEERFIELD by WALGREENS at such time as the Thacker Avenue condition precedent is satisfied under the terms of WALGREEN’S contract with CORNERSTONE. WALGREENS and DEERFIELD acknowledge and agree that it is their intent that the net result at closing is that the $450,000.00 holdback contemplated under the WALGREEN’S contract with CORNERSTONE will essentially be borne $275,000.00 post-closing by CORNERSTONE and $175,000.00 post-closing by DEERFIELD. It is further intended that $150,000.00 of CORNERSTONE’S $275,000.00 holdback will be released and paid to CORNERSTONE by WALGREENS upon installation of a fully operational signal at the Osceola Parkway/Thacker Avenue intersection adjacent to the WALGREEN’s Property, such that only $125,000.00 of the holdback applicable to CORNERSTONE shall continue until such time as Thacker Avenue is completed to the Southwest corner of Parcel 3.
f. **Stormwater Retention Improvements.** WALGREENS shall be responsible for its pro-rata share of the ongoing maintenance and repairs of the entire stormwater retention system required for Parcels 1, 2, 3, 5 and 6 of Osceola Corporate Center, or portions thereof (to the extent the aforementioned parcels utilize the off-site retention ponds located within Parcels 2, 5 and 6 of Osceola Corporate Center), such proration to be between and among the parties owning the acreage which utilize such off-site retention pond (excluding off-site stormwater retention areas but including on-site stormwater retention areas) based upon the relative amounts of net developable acreage by the owners of Parcels 1, 2, 3, 5 and 6 of Osceola Corporate Center, which assessment is more specifically contained in 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, Public Records of Osceola County, Florida.

g. **Joinder and Consent to Drainage Easement Agreement.** WALGREENS hereby acknowledges that: (i) DEERFIELD entered into that certain Drainage Easement Agreement with Loop Orlando, LLC, a Delaware limited liability company ("LOOP") and Atoe Limited Partnership VII, a Florida limited partnership ("ATCO"), recorded March 25, 2004, in Official Records Book 2472, Page 2638, Public Records of Osceola County, Florida ("Master Drainage Easement"), whereby the parties implemented a master stormwater drainage system for the benefit of their respective properties; and (ii) the Master Drainage Easement benefits the WALGREENS Property. WALGREENS hereby agrees to: (w) subject the WALGREENS Property to the terms and conditions of the Master Drainage Easement; (x) abide by the terms and conditions of such Master Drainage Easement; (y) accept its prorata share of the responsibilities as more particularly set forth in such Master Drainage Easement; and (z) execute any and all documentation necessary to effectuate such agreements and obligations.

h. **Relinquishment of Rights to DEERFIELD Repurchase Property.** WALGREENS acknowledges that, pursuant to its contract with CORNERSTONE for the WALGREENS Property, WALGREENS was to have certain rights to the DEERFIELD Repurchase Property, including, without limitation, access and signage rights. WALGREENS hereby acknowledges and agrees that at the closing upon recordation of the new reciprocal easement agreement between DEERFIELD and WALGREENS contemplated in Article 2(c) above, it will sign a release in favor of DEERFIELD, terminating any and all rights it may have in and to the DEERFIELD Repurchase Property.

i. **Partial Assignment of SFWMD Permit.** The parties hereto acknowledge and agree that SFWMD Permit No. 49-00477-S-03 in the name of Deerfield Land Corporation, as permittee, encompasses work to be performed by both parties hereunder. In order to facilitate the completion of the improvements on their respective properties covered by the SFWMD Permit, it will be necessary to implement a partial assignment of such permit and the parties hereby agree to cooperate with each other to accommodate the work that needs to be performed by each party on their respective properties under such SFWMD Permit. This provision shall survive the closings contemplated under Paragraph 3 hereunder.

j. **Platting.** The parties hereto acknowledge and agree that, to the extent reasonably necessary to develop their respective properties, they shall cooperate with each other in platting their respective properties.
3. **Conditions of Agreement.** The parties hereto acknowledge and agree that the rights and obligations of the parties hereunder are conditioned upon: (i) each party entering into an agreement(s) with CORNERSTONE for the purchase of their respective properties, upon terms and conditions reasonably acceptable to each party; and (ii) each party closing on the purchase of their respective properties from CORNERSTONE simultaneously, but in no event later than January 5, 2005. It is the intent of the parties hereto that the rights, obligations and duties of the parties set forth herein shall occur simultaneously with their respective closings with CORNERSTONE on or before January 5, 2005, failing which this agreement may be terminated by either party providing written notice to the other party and thereafter neither party shall have any liability to the other party hereunder.

4. **Miscellaneous.**

   a. Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing signed by the affected parties.

   b. In the event of any litigation pertaining to this Agreement, and the rights, duties, obligations or liabilities of the parties hereto, the enforcement of any rights hereunder or the interpretation of any provision hereof, the prevailing party in such litigation shall be entitled to recover attorneys’ fees and costs from the other parties, whether incurred before, during or after trial, upon any appellate level, or in any bankruptcy or insolvency proceeding.

   c. All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, assigns.

   d. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

   e. This Agreement may not be assigned by either party hereto.

   f. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which shall constitute one in the same instrument. The facsimile copy of this Assignment and counterpart signatures shall be considered, for all purposes, as an original.

   [SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth herein above.

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Title: Vice President & Secretary
Date: 12/21/04

WALGREEN CO.,
an Illinois corporation

By: 
Title: 
Date: 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth herein above.

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: __________________________
Title: _________________________
Date: __________________________

WALGREEN CO.,
an Illinois corporation

By: __________________________
Title: Divisional Vice President
Date: 12/22/04
Exhibit "A"

LEGAL DESCRIPTION

DEERFIELD PROPERTY

A Tract of land lying in Section 4, Township 25 South, Range 29 East, Osceola County, Florida and 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; being more particularly described as follows:

Begin at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, according to the Plat of Osceola Corporate Center as per the plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run North 00º 10' 26" East along the West line of the Northwest 1/4 of said Section 4, according to the Plat of Osceola Corporate Center as per the Plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida for a distance of 466.70 feet; thence departing said West line and run along the South right of way line of Osceola Parkway for the following courses: North 86º 51' 00" East, 877.61 feet; North 89º 36' 02" East, 250.06 feet; North 86º 51' 00" East, 163.43 feet; and South 46º 15' 13" East, 54.71 feet to the West right of way line of the John Young Parkway Extension known as Bermuda Avenue; thence run Southerly along said West right of way line for the following courses: South 00º 24' 10" West, 679.32 feet; South 06º 43' 20" East, 806.23 feet; South 00º 24'10" West, 70.97 feet to the Point of Curvature of a curve concave Easterly and having a radius of 1900.00 feet; thence continue Southerly along the arc of said curve through a central angle of 04º 30' 18" for a distance of 149.39 feet to the North right of way line of Centerview Boulevard; thence departing said West right of way line and run along the North right of way line of Centerview Boulevard for the following courses: North 89º 53' 36" West, 1350.96 feet; thence North 44º 53' 36" West, 25.00 feet; thence North 89º 57' 46" West, 55.00 feet to a point on the West line of the Southwest 1/4 of said Section 4, according to the Plat of Osceola Corporate Center as per the plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; thence run North 00º 02' 15" West, along said West line for a distance of 1192.16 feet to the POINT OF BEGINNING.

Contains: 53.403 Acres, more or less.

LESS AND EXCEPT:

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.
Exhibit "B"

LEGAL DESCRIPTION

CORNERSTONE PROPERTY

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 1,500.00 feet; thence 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.
LEGAL DESCRIPTION

DEERFIELD REPURCHASE PROPERTY

A PORTION OF 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 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 North 00°10'26" East along the West line of the Northwest 1/4 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°51'00" East along the aforesaid South right of way line for a distance of 413.62 feet to the POINT OF BEGINNING; thence continue along the aforesaid south right of way line North 86°51'00" East, a distance of 696.58 feet; thence departing the aforesaid South right of way line and run South 00°24'10" West, a distance of 192.15 feet; thence North 89°35'50" West, a distance of 110.36 feet; thence North 68°09'23" West, a distance of 51.61 feet; thence North 79°53'46" West, a distance of 74.80 feet; thence South 75°23'43" West, a distance of 89.30 feet; thence South 32°02'06" West, a distance of 9.94 feet; thence North 03°09'00" West, a distance of 163.73 feet to a point on the aforementioned Right of Way of Osceola Parkway and 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 0052 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 de parting 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.
Exhibit "D"

LEGAL DESCRIPTION

WALGREENS PROPERTY

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; being more particularly described as follows:

Commence at the West ¼ 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°10'26" East along the West line of the Northwest ¼ 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 1167, Page 1038 of the Public Records of Osceola County, Florida; thence departing said West line and run North 88°51'00" 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°51'00" East, for a distance of 358.33 feet; thence departing the aforesaid South right of way line and run South 03°09'00" East, a distance of 168.16 feet; thence South 60°18'59" West, a distance of 39.05 feet; thence South 50°27'08" West, a distance of 51.61 feet; thence South 28°21'40" West, a distance of 25.61 feet; thence South 32°02'03" West, a distance of 116.93 feet; thence South 39°23'41" West, a distance of 16.75 feet; thence North 49°51'46" West, a distance of 5.68 feet to a Point of Curvature of a curve concave Southwesterly and having a radius of 205.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 39°57'48" for a distance of 142.99 feet to the Point of Tangency, thence run North 89°49'34" West, a distance of 73.67 feet; thence run North 00°10'25" East, along a line being 55.00 feet East of and parallel to the aforesaid West line of the Northwest ¼ of Section 4 for a distance of 282.55 feet to the Point of Beginning.
Exhibit "E"

WALGREEN'S RESTRICTIONS

General. Neither all nor any portion of the DEERFIELD Property nor the DEERFIELD Repurchase Property shall be used, directly or indirectly, for purposes of an adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, closeout or liquidation store, auction house, flea market, blood bank, outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash (unless as part of a permitted gas station), any use involving the use, storage, disposal or handling on the DEERFIELD Property and the DEERFIELD Repurchase Property of hazardous materials or underground storage tanks (except that a gas station with or without a car wash and without a convenience store shall be expressly allowed), or any use which creates a nuisance. It is expressly agreed that neither all nor any portion of the DEERFIELD Property nor the DEERFIELD Repurchase Property shall be used, directly or indirectly, for purposes of (i) a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, odd lot store, educational or training facility, sleeping quarters or lodging (except that a hotel, condominium or apartment building is expressly allowed anywhere on the DEERFIELD Property and/or the DEERFIELD Repurchase Property), off track betting establishment or bingo parlor, unless such uses are located at a minimum of one thousand (1,000) feet from the perimeter of the WALGREENS Property; (ii) a children's play or party facility, or educational or training facility, either of which is immediately adjacent to the WALGREENS Property; or (iii) an assembly hall, any office use (other than incidental to retail use, which is expressly allowed) or a restaurant (except that a fast-food restaurant is expressly allowed anywhere on the DEERFIELD Property and/or the DEERFIELD Repurchase Property), unless such uses are located at a minimum of five hundred (500) feet from the perimeter of the WALGREENS Property. For purposes of this provision a bank shall not be considered an office use, and banks shall be expressly allowed anywhere on the DEERFIELD Property and/or the DEERFIELD Repurchase Property.

Additional DEERFIELD Property and DEERFIELD Repurchase Property Restrictions. Neither all nor any portion of the DEERFIELD Property nor the DEERFIELD Repurchase Property shall be used, directly or indirectly for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business in which photo-finishing services and/or photographic film are offered for sale; (iv) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (v) the operation of a business in which food items for off premises consumption are offered for sale (except that a national or regional grocery store chain including, but not limited to, Publix, Albertsons, Winn-Dixie, Whole Foods Market or Fresh Market is expressly allowed). The foregoing shall not, however, preclude a tenant of either the DEERFIELD Property and/or the DEERFIELD Repurchase Property from the uses described in items (ii), (iv) and (v) so long as such uses are incidental to such tenant's primary
business in the DEERFIELD Property and the DEERFIELD Repurchase Property and provided, further, that the restrictions provided in item (v) shall not preclude businesses having take-out and/or food delivery operations or video stores or other non-competing uses from selling prepackaged convenience food items for off premises consumptions. For purposes of this provision, “incidental” uses shall be such uses that do not exceed one hundred (100) square feet of retail space. In addition, the foregoing shall not, however, preclude a tenant of either the DEERFIELD Property and/or the DEERFIELD Repurchase Property from the sale of photographic film as described in item (iii) so long as such use does not exceed 25 square feet of retail space nor shall it preclude the operation of a copy center such as a “Kinko’s” provided such operation is located a minimum of 1,000 feet from the perimeter of the WALGREENS Property.

**Drive-Thrughs.** No facility on the DEERFIELD Property nor the DEERFIELD Repurchase Property may be used for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto the WALGREENS Property, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the WALGREENS Property. Nothing contained herein shall be deemed to affect the drive-through serving the building for the WALGREENS Property to be initially constructed, which is hereby expressly approved, or limit any drive-up or drive-through which is expressly allowed hereunder.
Exhibit "F"

SITE PLAN FOR WALGREENS PROPERTY