AGREEMENT FOR SPONSORSHIP, NAMING RIGHTS AND MONETARY CONTRIBUTIONS TO BUILD AN ENHANCED OSCEOLA PARKWAY STATION AS PART OF THE CENTRAL FLORIDA COMMUTER RAIL TRANSIT SYSTEM

THIS AGREEMENT entered into and made as of the 17 day of February, 2014, by and between OSCEOLA COUNTY, FLORIDA, (hereinafter referred to as the "County"), and TUPPERWARE BRANDS CORPORATION (hereinafter referred to as the "Sponsor").

WITNESSETH

WHEREAS, FDOT is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "Commuter Rail System") running from DeLand in the County of Volusia through Seminole County and Orange County to Poinciana in Osceola County; and

WHEREAS, the "Commuter Rail System" includes seventeen stations, each of which will be pedestrian and bicycle accessible, have convenient connections for bus and other transportation services, amenities designed with input from the Local Government Partner (Osceola County), subject to the Inter-local Operating Agreement, the Commuter Rail Stations shall be initially owned, operated and managed by the FDOT for the benefit of the Commuter Rail System.; and

WHEREAS, the "Osceola Parkway Station" (the Station") is located near the City of

Tupperware Revision 121213
Kissimmee, in unincorporated Osceola County, Florida on the north side of Osceola Parkway, near the intersection with Orange Avenue, within the boundaries of the Osceola Corporate Center DRI/PD. Sponsor desires to facilitate the orderly development of the Subject Property, in compliance with the laws and regulations of the County and of other governmental authorities, and the Sponsor desires to provide funding upgrades for infrastructure, streetscape, and transit corridor connector enhancements, to ensure that the Station development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the County is negotiating a Joint Use Agreement between the State of Florida Department of Transportation (FDOT) and Osceola County and said Agreement must be reviewed and approved by the Osceola County Board of County Commissioners prior to the execution of any Sponsorship Agreement; and

WHEREAS, any sponsorship enhancements, station enhancements and/or naming rights are subject to review and concurrence by the Florida Department of Transportation; and

WHEREAS, the Sponsor is providing funding upgrades as specified in this Agreement and as a result, the County will name the Station delineated in the County’s Agreement with FDOT as the "Tupperware Station" and the access road to such station as "Tupperware Boulevard", as well as providing certain signage rights, subject to FDOT approval; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS, the County has worked with FDOT to develop plans for the "Tupperware Station" on the designated property, and the County has approved a site plan attached hereto as Exhibit A, ("Approved Plan") subject to the provisions contained herein;
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation.** The recitals herein contained are true and correct and are incorporated herein by this reference.

2. **Ownership.** The County understands that the State of Florida is the present owner of the following described property (hereinafter referred to as the "Subject Property" with Site Plan) attached hereto as Exhibit "B". An Aerial of the Subject Property is attached hereto as Exhibit B1.

3. **Funding.** The County's funding agreement provides that the Construction Contributions for Phase II of the Commuter Rail System (which includes this Station) shall be paid by each Local Government Partner, (the County with respect to this Station), within 30 days before FDOT enters into the guaranteed maximum design-build or other fixed price contract. Within the later of (a) 60 days after the County's payment as required by FDOT for this Station has been paid, or (b) the conditions set forth in Section 18 of this Agreement have been satisfied, the Sponsor will pay to the County the sum of $38,105.00 to assist with special enhancements to be constructed at Tupperware Station, as detailed in Exhibit C for enhanced maintenance and service. The Sponsor's benefits, as specified in Section 6 below, shall commence ("Benefits Commencement Date") upon the date of funding by the Sponsor. The Sponsor will have the option, if agreed to by the County, of contributing an additional $50,000.00 commencing seven (7) years after the Benefits Commencement Date for an extended benefits period of successive five (5) year periods. Prior to the expiration of the seventh (7th) year ("Initial Term") and any successive extended five-year

Tupperware Revision 121213
benefit period, as referenced above, the County will approach the Sponsor to discuss possible payment by the Sponsor of additional operation and maintenance costs for the continuation of enhanced services and maintenance.

4. **Uses of Funds.** The Sponsor's payment referenced in Paragraph #3 is for the purposes of certain specific enhancements to be added to this Station. These enhancements include the following: a floating fountain, concrete infill for platform with Tupperware logo and ten (10) flag poles with flags at 25 feet in height. The County, based on Sponsor's participation, has also agreed to certain enhancements for the Station including but not limited to: entry trees, ornamental grasses, littoral plantings at edge of pond, pedestrian scale bollards on plaza, seating benches, conduit for CCTV, receptacles at light bases, canopy color, art, entry sidewalk and entry signage, bike lockers. These enhancements are catalogued with cost estimate pricing in Exhibit C.

5. **Change Order.** During the course of the construction of the Station, if the County or the Sponsor request any changes to the Station (that deviate from the determined design and specifications represented by FDOT) and FDOT consents to the request, the party requesting the change shall be responsible for the additional cost and shall make payment to FDOT pursuant to FDOT's directive.

6. **Sponsor's Benefits.** In consideration of Sponsor's payment set forth in Section 3 above, the County shall: (a) name the station "Tupperware Station" for the seven year period; (b) name the access road to the station "Tupperware Boulevard;" in perpetuity and (c) provide exclusive advertising rights on one of the advertising signs installed at the station, for the seven year period, at a cost to the Sponsor at the then-existing rental costs generally charged to other advertisers, which if not utilized by the Sponsor shall revert to the County's ability to offer to other parties.
7. **Termination.** Either party may terminate this agreement upon sixty (60) days written notice as required in Paragraph 11. However, if the Sponsor terminates this Agreement prior to the completion of the initial term then Sponsor will be responsible for removing all flags and other moveable station enhancements associated with the Sponsor's name within thirty (30) days of the effective date of the termination.

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. The parties agree that the venue for any enforcement action shall be the Circuit Court in and for Osceola County, Florida.

9. **No Joint Venture.** Notwithstanding anything in this Agreement to the contrary, the parties to this Agreement agree that they are performing the actions outlined herein, as independent agencies and not as joint venturers.

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

11. **Notices.** 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 Sponsor:**

   General Counsel

   Tupperware Brands Corporation
   14901 S. Orange Blossom Trail
   Orlando, Florida 32837

Tupperware Revision 121213
If to County:
    address
Mr. Don Fisher
County Manager
Administration Building
1 Courthouse Square
Kissimmee, FL 34741

With a copy to:
    County Attorney's Office
    Mr. Andrew Mai, Esquire
    County Attorney
    Administration Building
    1 Courthouse Square Suite 4200
    Kissimmee, FL 34741

12. 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.

13. 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 Sponsor with respect to this Station.

14. No Waiver/No Vesting. Nothing in this Agreement constitutes a waiver of the County's
regulatory authority or vesting of any development rights.

15. Attorney's Fees. Each party shall be responsible for its own attorney's fees, expert's
fees and costs, in the event of any action, litigation or otherwise, to enforce the terms of this
Agreement.

16. Negotiation. The parties in this agreement acknowledge that all terms of this agreement
were negotiated at arm's length and that this agreement and all documents executed in connection
herewith were prepared and executed without undue influence exerted by any party or on any party.
Further, this agreement was drafted jointly by the parties, and no parties are entitled to the benefit of
any rules of construction with respect to the interpretation of any terms, conditions or provisions of
this Agreement.
17. **Effective Date.** This Agreement shall become effective upon the date of full and complete execution by all parties thereto.

18. **Conditions.** The effectiveness of this Agreement shall be subject to the following conditions: (a) approval by the Board of County Commissioners of Osceola County, (b) approval by FDOT, (c) effectiveness of a Joint Use Agreement between FDOT and Osceola County, and (d) approval of the planned Federal funding for Phase II of SunRail.
IN WITNESS WHEREOF, the Sponsor and the County have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Signature of Witness # 1

[Print or type name]
Print or type name

[Signature]
Signature of Witness # 2

[Print or type name]
Print or type name

[Signature]
By: [Signature]
Print or type name

[Print or type name]
As: EXECUTIVE VICE PRESIDENT
Print or type name

Mailing Address:
14701 S. ORANGE BLOSSOM TRAIL
ORLANDO, FL 32837

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 26th day of December, 2013, by [Print or type name] under authority vested in him as Executive Vice President of [Business Name], who is personally known to me or who has produced [Identification] as identification.

[Signature]
Signature

[Print or type name]
Print or type name
Notary Public - State of Florida
Commission No. EE 150222
My Commission Expires: 12/26/2015

Tupperware Revision 121213
Duly executed this 17th day of February, 2014

Osceola County, Florida

By: [Signature]
Chairman/Vice Chairman
Board of County Commissioners

Aittest:

[Signature]
Debra A. Drexel
Clerk
Deputy Clerk to the Board
EXHIBIT - B

01-GWD02-09/01
April 19, 2013
This instrument prepared by
LYNN W. BLAIS
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 215.1R
SECTION 92000
F.P. NO. 4125942
STATE ROAD CRT PROJECT
COUNTY OSCEOLA

WARRANTY DEED

THIS WARRANTY DEED Made the ___________ day of ___________, 20__, by
DEERFIELD LAND CORPORATION, A Delaware Corporation, grantor(s), to the STATE
OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms
"grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives
and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other
valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants,
bargains, sells, alienates, remises, releases, conveys and confirms unto the grantee, all that certain
land situate in Orange County Florida, viz:

PARCEL NO. 215
RIGHT OF WAY

That part of:

Tract C of Osceola Corporate Center, according to the plat thereof as recorded in
Plat Book 6, pages 147-149, of the Public Records of Osceola County, Florida;
and that portion of Lots 3 and 4 of Osceola Corporate Center – Replat Sixteen,
replating a portion of said Tract C, according to the plat thereof as recording in
Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records
Book 904, pages 2135-2142, of the Public Records of Osceola County, Florida)
described as follows:
Part "B":

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1968 T24SR29E 32 T24S/T25S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South Line of Lot 8 of R.C. Stigh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 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, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and shown on said Right of Way map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 686.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 642.00 feet to a point on the existing Northeast line of Gas and Oil Easement as described in Official Records Book 35, page 3, of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map: thence run North 43° 20' 37" West along said Northeast line, a distance of 587.72 feet; thence, departing said Northeast line, run the following four (4) courses and distances; North 46° 39' 23" East, a distance of 80.00 feet; thence North 85° 18' 59" East, a distance of 64.03 feet; thence North 46° 39' 25" East, a distance of 273.48 feet; thence South 77° 39' 09" East, a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 4.291 acres, more or less

And also:
Part "C":

Commence at the Northeast corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped “OSCEOLA COUNTY 1968 T24SR29E 32 T24S/T25S”: thence run South 00° 03 07’ West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R.C. Sligh’s Subdivision, according to the plat thereof as recorded in Plat Bcok 1, Page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53’ 59” East along said South line, a distance of 549.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center-Replat Sixteen, according to the plat thereof as recorded in Plat Bcok 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records Orange County, Florida, and as shown on said Right of Way Map; thence run South 12° 20’ 51” West along said West Right of Way line, a distance of 1,328.00 feet to a point on the existing Northeast line of a Gas and Oil Easement described in Official Records Book 35, page 3 of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map; thence run North 43° 20’ 37” West along said Northeast line, a distance of 587.72 feet for a POINT OF BEGINNING; thence continue North 43° 20’ 37” West along said Northeast line, a distance of 599.96 feet to a point on the original East line of Tract A according to said plat of Osceola Corporate Center - Replat Sixteen, and as shown on said Right of Way Map; thence run North 18° 53’ 32” East along said original East line, a distance of 90.41 feet to a point on a line running parallel with and 80.00 feet Northeasterly of, when measured perpendicular to, said Northeast line of said Gas and Oil Easement; thence run South 43° 20’ 37” East along said parallel line, a distance of 642.07 feet; thence departing said parallel line, run South 46° 39’ 23” West, a distance of 80.00 feet to the POINT OF BEGINNING.

Containing 1.141 acres, more or less

Containing in the aggregate 5.432 acres, more or less

This legal description prepared under the direction of:
William E. Byrd, L.S.
Florida Registration No. 5442
Bowyer-Singleton & Associates, Inc.
520 South Magnolia Avenue
Orlando, Florida 32801
Date: July 6, 2012

Together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.
07-PE02-09/01
April 18, 2013
This instrument prepared by
LYNN W. BLAIS
Under the direction of
DANIEL L. MCDERMOTT, ATTORNEY
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO: 867.1R
SECTION 92000
F.P. NO.: 412994 2
STATE ROAD CRT PROJECT
COUNTY OSCEOLA

PERPETUAL EASEMENT

THIS EASEMENT made this ___________ day of ____________, 20__, by
DEERFIELD LAND CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and
other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged,
hereby grants unto the Grantee, its successors and assigns, a permanent, perpetual easement
to design, permit, construct and to maintain a transportation facility consisting of water retention
area to provide for treatment and retention of stormwater drainage associated with the
Department’s SunRail Station, which the Grantee may deem necessary or convenient in
connection therewith, in, over, under, upon and through the following described land in Osceola,
County, Florida, viz:

PARCEL NO. 867 (Formerly known as Parcel No. 215 Part “A”)     SECTION 92000
RIGHT OF WAY                                             F.P. NO. 412994-2

That part of:

Tract C of Osceola Corporate Center, according to the plat thereof as recorded in Plat
Book 6, pages 147-149, of the Public Records of Osceola County, Florida; and that
portion of Lots 3 and 4 of Osceola Corporate Center – Replat Sixteen, replatting a
portion of said Tract C, according to the plat thereof as recorded in Plat Book 20, pages
113-114, of the Public Records of Osceola County Florida

(Said property being a portion of the same lands described in Official
Records Book 904, pages 2135-2142, of the Public Records of Osceola
County, Florida)
described as follows:

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1968 T24SR29E 32 T24S/T25S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R. C. Sligh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 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, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and shown on said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 111.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 575.00 feet; thence departing said West Right of Way line, run North 77° 39' 09" West, a distance of 225.00 feet; thence run North 21° 43' 45" East, a distance of 582.79 feet; thence run South 77° 39' 09" East, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 2.343 acres, more or less.
## Exhibit C

### Tupperware Station

<table>
<thead>
<tr>
<th>Embellished Station</th>
<th>Comments</th>
<th>Quantity/Measurement/Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hardscape</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Signage</td>
<td>Base sign and wayfinding provided by DOT</td>
<td>600 LF@6' @ 2.50 sf</td>
<td>15,625.00</td>
</tr>
<tr>
<td>Entry Sidewalk</td>
<td>DOT informed the county they do not have to meet code requirements</td>
<td>Optic White</td>
<td>15,300.00</td>
</tr>
<tr>
<td>Art in Transit</td>
<td>DOT will explore &quot;World&quot; concept</td>
<td>Recommend 3 @ $500</td>
<td>NA</td>
</tr>
<tr>
<td>Canopy Color</td>
<td>Lynx shelters and platform Canopy shall be same color</td>
<td>Recommend 3 @ $1250</td>
<td>1,500.00</td>
</tr>
<tr>
<td>Reconstructions at light bases</td>
<td></td>
<td>$6.00/LF</td>
<td>2,500.00</td>
</tr>
<tr>
<td>Water valves on Plaza</td>
<td></td>
<td>$1200 ea</td>
<td>4,800.00</td>
</tr>
<tr>
<td>CCTV (Conduit only)</td>
<td></td>
<td>Forms +Surface; $1000 ea</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Seating Benches (4 Seats)- Landscape Forms Maggie</td>
<td>Does not include conduit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian scale bollards on plaza</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Landscape</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Trees</td>
<td>DOT will not put in trees at entrance</td>
<td>350' at 1 tree/50' = 7 trees @ $300</td>
<td>2,100.00</td>
</tr>
<tr>
<td>Ornamental grasses</td>
<td>Cordgrass placed at base of Bald Cypress at pond perimeter</td>
<td>1gal, 4ft o/c= 100' @0.65</td>
<td>65.00</td>
</tr>
<tr>
<td>Littoral plantings at edge of pond</td>
<td></td>
<td>1400 SF @ $1.30/ SF</td>
<td>2,520.00</td>
</tr>
<tr>
<td><strong>Tupperware Specifics</strong></td>
<td></td>
<td>LS= $25,000</td>
<td>25,000.00</td>
</tr>
<tr>
<td>Floating fountain</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete infill for platform with Tupperware logo</td>
<td>Integral Colored concrete</td>
<td>$4.00 SF x 3600 yds</td>
<td>14,400.00</td>
</tr>
<tr>
<td>Flag Poles with Flags 25'</td>
<td>Prices are not concrete just an estimation of price <a href="http://www.aflag.com">www.aflag.com</a></td>
<td>10 25'flagpoles= $929 ea. Flag 8'x12'= $129.90 *10</td>
<td>10,590.00</td>
</tr>
<tr>
<td>Bike Lockers to hold approximately 6 bikes</td>
<td>bikesparking.com</td>
<td>1,035 per 2 bikes</td>
<td>3,105.00</td>
</tr>
</tbody>
</table>

**Station Naming**

Tupperware name will be on all wayfinding on the line including entry road 35,000.00 138,105.00

**Approximations that may be adjusted once construction plans are complete**

3/11/14 Juan Ojeda
March 12, 2014

Tupperware Brands Corp.
14901 South Orange Blossom Trail
Orlando, FL 32837

ATTN: Mr. Tom Roehlk, Executive Vice President

Dear Tom,

Attached please find an executed copy of the agreement.

I just wanted to take this opportunity to thank you for partnering with us.

If you have any questions, please feel free to contact me.

Jennifer Bryla, AICP
Osceola County Planning & Design Office
1 Courthouse Square, Suite 1100, Kissimmee, FL 34741
407-742-0294 (phone), 407-742-0207 (fax)
Email: Jennifer.Bryla@osceola.org