POST CLOSING AGREEMENT

THIS POST CLOSING AGREEMENT (the "Agreement") is made this 15th day of March, 2002, by and between DART INDUSTRIES INC., a Delaware corporation and DEERFIELD LAND CORPORATION, a Delaware corporation (sometimes collectively referred to herein as "Seller"), and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Buyer").

RECITALS:

A. Dart Industries Inc. and Buyer entered into a Purchase Agreement dated November 27, 2001 ("Contract") relating to the purchase and sale of certain real property located in Orange and Osceola Counties, Florida, as more clearly defined in the Contract ("Property").

B. Buyer is purchasing the property from Seller to facilitate its widening of U.S. 441, a/k/a State Road 500, through and beyond the Property ("Projects 2394161 & 2397251")

C. The closing of the Contract shall occur on March 15, 2002 ("Transaction").

D. Seller and Buyer mutually desire that certain Contract obligations of Buyer shall be fulfilled by Buyer subsequent to the closing of the Contract.

E. Seller and Buyer wish to set forth their agreements regarding these post closing obligations of Buyer and certain post closing rights of Seller, all as more particularly set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. RECITALS. The above-captioned recitals are true and correct and are incorporated herein by reference.

2. BUYER'S SPECIFIC POST CLOSING OBLIGATIONS. Buyer hereby covenants and agrees that it shall complete, at its sole cost and expense, the following items in conjunction with the Project:

   a. Osceola County:

      (i) Install four (4) sets of PVC sleeves from the right of way line (left) to the center of the median to the right of way line (right) at Station 228+00, 231+80, 233+80 and Station 236+40.

      (ii) Install turn lanes and median openings in accordance with the plans prepared by Buyer dated December 17, 2001, and
designated as State Project No. 92010-3532 ("Plans"). The parties hereto acknowledge that the Plans are not finalized; however, the final plans shall depict the work to be completed hereunder and shall be consistent with the preliminary Plans submitted to Seller. The Plans are incorporated herein by reference. Provided, however, that in the event Buyer determines that safety and/or operational reasons require the future relocation or closure of median openings, Buyer may perform such modification or closure and Seller shall be entitled to no compensation. Buyer's determination to relocate or close the median opening shall not be arbitrary and capricious.

b. Orange County:

(i) Construct a 1,110.6 foot access road also known as Road C on the Plans ("Access Road") for use by Seller and/or its affiliate, Tupperware Corporation ("Affiliate"), and their respective employees, agents, invitees and licensees, with a driveway connection to Tupperware Corporation's driveway system, as more particularly depicted on the Plans and incorporated hereby by reference. The Access Road shall also serve as a maintenance road to Buyer's north pond, depicted on the Plans and incorporated herein by reference ("North Pond").

(ii) Fill in the borrow pit on Seller's frontage property ("Borrow Pit"), as more particularly depicted in the Plans, and lay seed and mulch on the surface of such Borrow Pit. The parties hereto acknowledge and agree to the continued provision of a shallow drainage swale from the connecting lake system located to the South of the Borrow Pit to the wetland discharge point located to the north of the Borrow Pit. Upon completion of Buyer's responsibilities herein relating to the Borrow Pit, all future requirements to maintain, manage and/or relocate the drainage swale shall be borne by Seller.

3. NORTH POND. The parties hereto acknowledge and agree that Seller, and/or its Affiliates, at its own expense and subject to Seller obtaining environmental permits, shall have the right, but not the obligation, to expand and/or relocate the North Pond, at any time for joint use by the parties hereto, and upon completion of the expansion or relocation, if applicable, Seller and/or its Affiliates shall take over the maintenance responsibilities of such North Pond. Buyer agrees to cooperate with Seller in the expansion and/or relocation of the North Pond and, upon request, shall execute all permits required by permitting agencies for Seller's and/or its Affiliate's expansion,
modification, use or relocation of the North Pond. Seller agrees to pay all expenses related to the expansion, modification or relocation of the North Pond. In addition, Seller shall have the right, but not the obligation, to landscape the area around the North Pond, before and after the expansion or relocation takes place; provided, however, that Seller shall not be entitled to any additional compensation from Buyer for any landscaping done by Seller around the North Pond that is damaged or destroyed by Buyer's construction and maintenance activities.

4. **RIGHTS RESERVED UNTO SELLER.** Seller reserves the right, but not the obligation, and at its sole cost and expense, from and after the date of the Transaction, to:

   (i) Appropriately any vegetation within the Property; and
   (ii) Lawfully utilize and maintain the Property pursuant to the terms of the Lease attached hereto as Exhibit “A.”

After expiration of the term of the aforementioned Lease, Seller shall have the continued right, but not the obligation, to maintain the Property to a higher standard of maintenance than the standard practices of Buyer, subject to Buyer's standard maintenance permitting process.

5. **ACKNOWLEDGMENT BY BUYER:** Buyer hereby acknowledges that the Property is subject to certain rights and obligations imposed by environmental permits previously issued to Seller. Any mitigation necessitated by Buyer’s use of the property shall be Buyer’s responsibility. Buyer shall comply with and shall not seek any modification to the existing environmental permits which create any financial or other hardship for Seller.

6. **CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.

7. **WAIVER.** No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

8. **CONSTRUCTION.** This Agreement has been negotiated between the parties who are experienced in commercial real estate transactions. Accordingly, this Agreement shall not be construed against either party as the drafter of the Agreement in the event of any litigation with respect to it. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws and judicial decisions of the State of Florida.
9. **AMENDMENTS.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the matters set forth herein.

11. **SURVIVAL OF AGREEMENT.** This Agreement shall survive the closing of the Transaction referenced herein.

IN WITNESS WHEREOF, the parties have executed this Post Closing Agreement as of this 15th day of **March**, 2002.

**SELLER:**

DART INDUSTRIES INC., a Delaware corporation

By: __________________________
Name: ________________________
Title: _________________________

DEERFIELD LAND CORPORATION, a Delaware corporation

By: __________________________
Name: ________________________
Title: _________________________

**BUYER:**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: __________________________
Name: George S. Lovett
Title: P/W Manager (Gen. Counsel)
9. **AMENDMENTS.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the matters set forth herein.

11. **SURVIVAL OF AGREEMENT.** This Agreement shall survive the closing of the Transaction referenced herein.

IN WITNESS WHEREOF, the parties have executed this Post Closing Agreement as of this 13th day of **March** 2002.

**SELLER:**

DART INDUSTRIES INC., a Delaware corporation

By: [Signature]
Name: **Thomas M. Kool**
Title: **Vice President & Secretary**

DEERFIELD LAND CORPORATION, a Delaware corporation

By: [Signature]
Name: **Thomas M. Kool**
Title: **Vice President & Secretary**

**BUYER:**

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: **George S. Leland**
Title: [Blank]
EXHIBIT “A”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT

State Project No. 2397251
W.P.I. No. 592010-2532
F.A.P. No. N/A
State Road No. 500/441
Parcel No. 106 & 107
County Osceola

State Project No. 2394161
W.P.I. No. 5-75010-2542
F.A.P. No. N/A
State Road No. 500/441
Parcel No. 103, 803 & 200
County Orange

THIS AGREEMENT, made this 15th day of March, 2002, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and DART INDUSTRIES INC., a Delaware corporation, and DEERFIELD LAND CORPORATION, a Delaware corporation (hereinafter collectively called the Lessee).

WITNESSETH:

In consideration of One Dollar ($1.00) and other good and valuable considerations, the Parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the lands described in Exhibit “A,” for a term of 9 1/2 months beginning March 15, 2002, and ending December 31, 2002. This Agreement may be renewed for an additional 90 day term at Lessee's option, if the Lessee is making a diligent effort to complete its utility relocation work. Thereafter, additional renewals may be allowed upon mutual agreement of the parties.

If Lessee holds over and remains in possession of the land after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased land shall be used solely for the purpose of continuing the existing use of the property. If the land is used for any other purpose, the Lessor shall have the option of immediately terminating this Agreement. Lessee shall not permit any use of the land in any manner that would obstruct or interfere with any transportation facilities.

The Lessee will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. Lessees will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically
prohibited. The Lessee will not use or occupy said premises for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A plus tax, for each N/A of the term. If this Agreement is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Department of Transportation and shall be sent to N/A. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the land without prior approval in writing by the District Secretary for District 5 of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlords lien, any structures or improvements constructed by Lessee shall be removed by the Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Agreement and the land restored as nearly as practical to its condition at the time this agreement is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary, and Lessee does hereby accept the leased property or premises as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the leased area and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole costs and expense.

5. Maintenance. Lessee shall keep and maintain the land and any building or other structure, now or hereafter erected thereon, in good and sale condition and repair at Lessee's own expense during the existence of this lease, and shall keep the same free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Lessor shall have no duty to inspect or maintain any of the land, buildings or other structures, if any, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessment may include but would not be limited to: surveying; sampling of building materials, soil and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other action which might be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the property. In the event of emergency due to a release or suspected release of hazardous waste on the premises, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

6. Indemnification. Lessee shall indemnify, defend, save and hold Lessor, its agents and employees, harmless of and from any losses, fines, penalties, costs, damage, claims, demands, suits and liabilities of any nature, including attorneys fees (including regulatory and appellate fees), arising out of, because of, or due to any accident, happening or occurrence on the leased land or arising in any manner on account of the exercise or attempted exercise of Lessee's rights hereunder, whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department
solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

7. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Lessee, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than Three Hundred Thousand and No/100 Dollars ($300,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than One Hundred Thousand and No/100 Dollars ($100,000.00) for property damage. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least fifteen (15) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional named insured under the policies. Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the land and any improvements on the land fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep its contents and personal property located on the land fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of Lessor.

8. **Eminent Domain.** Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of Landlord and Tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including but not limited to (i) any residual interest in the Lease, or (ii) any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this Agreement, or adjacent properties owned or leased by it, when any or all such properties are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether (i) this Lease is still in existence on the date of taking or sale; or, (ii) has been terminated prior thereto.

9. **Miscellaneous.**

a. This Agreement may be terminated by Lessor immediately, without prior notice, upon default by Lessee.

b. In the case of litigation arising out of the enforcement of any terms, covenants or provisions of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property or landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both such parties.

d. Lessee shall not sublet the leased property or any part thereof, nor assign this Lease, without the prior consent in
writing of Lessor, this Lease being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease.

c. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used on the land.

d. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to 719 South Woodland Boulevard, DeLand, Florida 32720, Attn: Right of Way Department, and all notices to Lessee shall be sent to 14901 South Orange Blossom Trail, Orlando, Florida 32837, Attn: Thomas M. Roehl.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LESSOR

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By: ____________________________
   District Secretary
Attest: ____________________________ (SEAL)
   Executive Secretary

LESSEE

DART INDUSTRIES INC., a Delaware corporation
By: ____________________________
   Title: ____________________________
Attest: ____________________________ (SEAL)
   Title: ____________________________

DEERFIELD LAND CORPORATION, a Delaware corporation
By: ____________________________
   Title: ____________________________
Attest: ____________________________ (SEAL)
   Title: ____________________________

APPROVED AS TO FORM,
AND LEGALITY:

__________________________
District Counsel
writing of Lessor, this Lease being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease.

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: __________________________
District Secretary

Attn: __________________________ (SEAL)
Executive Secretary

LESSEE

DART INDUSTRIES INC., a Delaware corporation

By: __________________________
Title: Vice President & Secretary

Attn: __________________________ (SEAL)
Title: Administrative Assistant

DEERFIELD LAND CORPORATION, a Delaware corporation

By: __________________________
Title: Vice President & Secretary

Attn: __________________________ (SEAL)
Title: Administrative Assistant