DEED OF CONSERVATION EASEMENT

Return recorded document to:
South Florida Water Management District
3301 Gun Club Road, MSC 4210
West Palm Beach, FL 33406

THIS DEED OF CONSERVATION EASEMENT is given this 12th day of June, 2009, by DEERFIELD LAND CORPORATION, a Delaware corporation, TUPPERWARE SERVICES, INC., a Delaware corporation, TUPPERWARE U.S., INC., a Delaware corporation, and DART INDUSTRIES, INC., a Delaware corporation (hereinafter collectively referred to as “Grantor”) whose mailing address is 14901 South Orange Blossom Trail, Orlando, Florida 32837 to the South Florida Water Management District (“Grantee”). As used herein, the term “Grantor” shall include any and all heirs, successors and assigns of the Grantor, and all subsequent owners of the “Property” (as hereinafter defined) and the term “Grantee” shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain lands situated in Osceola County, Florida, and more specifically described in Exhibit “A” attached hereto and incorporated herein (“Property”); and

WHEREAS, the Grantor desires to construct Osceola Corporate Center (“Project”) at a site in Osceola County, which is subject to the regulatory jurisdiction of South Florida Water Management District (“District”); and

WHEREAS, District Permit No. 49-00477-S (“Permit”) authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District’s jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the Property described on Exhibit “A” (“Conservation Easement”).

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a
e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor’s Reserved Rights.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. **Grantee’s Liability.** Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. **Property Taxes.** Grantor shall keep the payment of taxes and assessments on the Property current and shall not allow any lien on the Property superior to this Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by the Grantee, together with Grantee’s reasonable attorney’s fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Conservation Easement which shall automatically relate back to the recording date of this Conservation Easement. Grantee may foreclose this lien on the Conservation Easement in the manner provided for mortgages on real property.

8. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee’s rights hereunder.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this
IN WITNESS WHEREOF, DEERFIELD LAND CORPORATION, a Delaware corporation, TUPPERWARE SERVICES, INC., a Delaware corporation, TUPPERWARE U.S., INC., a Delaware corporation, and DART INDUSTRIES, INC., a Delaware corporation (collectively, Grantor) has hereunto set its authorized hand this 12th day of June, 2009.

Signed, Sealed and Delivered
In the Presence of:

[Signature]
Signature of Witness
Print Name: [signature]

[Signature]
Signature of Witness
Print Name: [signature]

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 12th day of June, 2009, by Thomas M. Roehlk, as the Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me or who has produced identification and who did (did not) take an oath.

(Notarial Seal)

[Signature]
Notary Public, State of Florida (sign)
Print Name: [signature]
My Commission Expires: April 19, 2011

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GRANTOR:

DEERFIELD LAND CORPORATION, a Delaware corporation

By: [Signature]
Name: Thomas M. Roehlk
Title: Vice President
Signed, Sealed and Delivered
In the Presence of:

Nerida Montaño
Signature of Witness
Print Name: Nerida Montaño

Susan Combes Cihno
Signature of Witness
Print Name: Susan Combes Cihno

TUPPERWARE U.S., INC., a Delaware corporation
By: Thomas M. Roehlk
Name: Thomas M. Roehlk
Title: Vice President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 18th day of June 2009, by Thomas M. Roehlk, as the Vice President of TUPPERWARE U.S., INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or who has produced as identification and who did (did not) take an oath.

(Notarial Seal)

SUSAN COMBES CIHNO
My Commission # DD 886127
EXPIRES: April 19, 2011
Notary Public, State of Florida (sign)
Print Name: Susan Combes Cihno
My Commission Expires: April 19, 2011
EXHIBIT A

[DESCRIPTION OF PROPERTY]

See Attached 6 pages