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
perpetual Conservation Easement for and in favor of the Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in this Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

   To carry out this purpose, the following rights are conveyed to Grantee by this easement:

   a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

   b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

   a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

   b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

   c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

   d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
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
Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Osceola County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor (as to that portion of the Property owned by said Grantor) is lawfully seized of said Property in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; and all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; and that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.
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 of Witness]
Print Name: Noreida Montalvo

[Signature of Witness]
Print Name: Susan Cournes Chiono

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 of Notary Public]
Print Name: Susan Cournes Chiono
My Commission Expires: April 19, 2011

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 Montalbo
Signature of Witness
Print Name: Nerida Montalvo

Susan Coumes Chiono
Signature of Witness
Print Name: Susan Coumes Chiono

TUPPERWARE SERVICES, INC., a Delaware corporation
By: ________________
Name: Thomas M. Roehl
Title: Vice President

STATE OF FLORIDA
COUNTY OF OCIEOLA

The foregoing instrument was acknowledged before me this 18th day of
June, 2009, by Thomas M. Roehl, as the Vice President of
TUPPERWARE SERVICES, 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.

SUSAN COUMES CHIONO
Notary Public, State of Florida (sign)
Print Name: Susan Coumes Chiono
My Commission Expires: April 19, 2011
Signed, Sealed and Delivered
In the Presence of:

Nurilde Montalo
Signature of Witness
Print Name: Nurilde Montalo

Susan Courmes Chiono
Signature of Witness
Print Name: Susan Courmes Chiono

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 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)

Notary Public, State of Florida (sign)
Print Name: Susan Courmes Chiono
My Commission Expires: April 19, 2011
Signed, Sealed and Delivered
In the Presence of:

Nerida Montalvo
Signature of Witness
Print Name: Nerida Montalvo

Susan Coumes Chiono
Signature of Witness
Print Name: Susan Coumes Chiono

STATE OF FLORIDA
COUNTY OF OCCEOLA

The foregoing instrument was acknowledged before me this 12th day of June, 2009, by Thomas M. Roehlk, as the Vice President of DART INDUSTRIES 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 COUMES CHIONO
Notary Public, State of Florida (sign).
Print Name: Susan Coumes Chiono
My Commission Expires: April 19, 2011
EXHIBIT A

[DESCRIPTION OF PROPERTY]

See Attached 6 pages
WETLAND BUFFER

DESCRIPTION

A Tract of land lying in Section 3, Township 25 South, Range 29 East, Osceola County, Florida and being a portion of Lot 1, OSCEOLA CORPORATE CENTER, as per plat thereof as recorded in Plat Book 6, Pages 147-145 of the Public Records of Osceola County, Florida; being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 3; thence S.00°28'01"E. along the West line of the Northeast 1/4 of said Section 3, a distance of 2,349.64 feet; thence departing the West line of the Northeast 1/4 of said Section 3 N.89°31'59"E., a distance of 176.43 feet to the POINT OF BEGINNING; thence N.02°06'35"W., a distance of 112.68 feet to a non tangent curve concave Northwesterly, having tangent bearing of N.69°42'15"E., a radius of 191.37 feet and a central angle of 38°26'39", thence Northeasterly along the arc of said curve, a distance of 128.41 feet to the point of tangency; thence N.31°15'36"E., a distance of 198.56 feet to the point of curvature of a curve concave Southeasterly, having a radius of 677.27 feet and a central angle of 03°31'02", thence Northeasterly along the arc of said curve, a distance of 41.58 feet; thence S.52°54'58"E., a distance of 80.19 feet to a non tangent curve concave Easterly, having a tangent bearing of S.42°56'22"W., a radius of of 67.68 feet and a central angle of 71°30'44", thence Southerly along the arc of said curve, a distance of 84.47 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 110.48 feet and a central angle of 22°50'58", thence Southeasterly along the arc of said curve, a distance of 44.06 feet to the point of tangency; thence S.51°25'20"E., a distance of 19.44 feet to the point of curvature of a curve concave Northeasterly, having a radius of 55.66 feet and a central angle of 16°6'07", thence Southeasterly along the arc of said curve, a distance of 15.80 feet to the point of compound curvature of a curve concave Northerly having a radius of 74.51 feet and a central angle of 32°08'48", thence Easterly along the arc of said curve, a distance of 41.81 feet to the point of compound curvature of a curve concave Northerly having a radius of 90.38 feet and a central angle of 45°59'27", thence Northwesterly along the arc of said curve, a distance of 72.34 feet to the point of compound curvature of a curve concave Westerly, having a radius of 52.24 feet and a central angle of 62°46'06", thence Northwesterly along the arc of said curve, a distance of 57.24 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 98.07 feet and a central angle of 14°22'21", thence Northwesterly along the arc of said curve, a distance of 24.89 feet; thence N.61°44'05"E., a distance of 330.01 feet; thence S.06°11'57"W. along the Northerly line of Regional Wetland No. 31A per Deed of Conservation Easement, as recorded in Official Records Book 1700, Page 1888 of the Public Records of Osceola County, Florida, a distance of 42.39 feet; thence run the following courses along the Easterly line of said Lot 1: S.18°10'16"W., a distance of 63.11 feet; thence S.61°00'28"W., a distance of 782.68 feet to the POINT OF BEGINNING.

Containing 1.833 acres (79,830 square feet), more or less.

T08-C72.1

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

Robert W. Monaco
ROBERT W. MONACO, P.S.M. # 5980
Date: SEPTEMBER 12, 2008
WETLAND BUFFER

DESCRIPTION

A Tract of land lying in Section 3, Township 25 South, Range 29 East, Osceola County, Florida and being a portion of Tract "B", OSCEOLA CORPORATE CENTER, as per plat thereof as recorded in Plat Book 6, Pages 147-149 of the Public Records of Osceola County, Florida; being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 3; thence S.00°28'01"E. along the West line of the Northeast 1/4 of said Section 3, a distance of 2,349.64 feet; thence departing the West line of the Northeast 1/4 of said Section 3 N.89°31'59"E., a distance of 176.43 feet to the POINT OF BEGINNING; thence N.61°00'02"E. along the Westerly line of said Tract "B", a distance of 782.68 feet; thence N.18°10'16"E., a distance of 63.11 feet; thence run the following courses along the Northerly line of Regional Wetland No. 31A (Deed of Conservation Easement) per Official Records Book 1700, Page 1888: S.06°11'57"W., a distance of 4.09 feet; thence S.08°57'46"W., a distance of 58.57 feet; thence S.43°18'56"W., a distance of 30.72 feet; thence S.54°10'57"E., a distance of 22.84 feet; thence N.52°39'00"E., a distance of 16.94 feet; thence N.56°58'28"E., a distance of 21.24 feet; thence N.38°30'40"E., a distance of 15.47 feet; thence S.66°52'22"E., a distance of 15.88 feet; thence S.47°47'59"E., a distance of 14.90 feet; thence S.52°40'27"E., a distance of 21.97 feet; thence S.46°23'39"W., a distance of 9.31 feet; thence N.75°18'21"W., a distance of 28.73 feet; thence S.82°03'47"W., a distance of 30.90 feet; thence S.15°03'26"W., a distance of 29.10 feet; thence S.62°06'15"W., a distance of 48.36 feet; thence S.70°53'16"W., a distance of 69.37 feet; thence S.57°48'49"W., a distance of 136.08 feet; thence S.56°30'19"W., a distance of 72.35 feet; thence S.58°30'42"W., a distance of 85.74 feet; thence S.49°02'56"W., a distance of 61.85 feet; thence S.72°01'48"W., a distance of 36.86 feet; thence S.64°31'49"W., a distance of 45.70 feet; thence S.61°01'10"W., a distance of 85.16 feet; thence S.68°26'50"W., a distance of 48.34 feet; thence S.66°36'20"W., a distance of 110.93 feet; thence departing the Northerly line of said Regional Wetland No. 31A N.02°06'36"W., a distance of 62.63 feet to the POINT OF BEGINNING.

Containing 1.237 acres (53,895 square feet), more or less.

T08-C72.2

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

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ROBERT W. MONACO, P.S.M. # 5980
Date: SEPTEMBER 12, 2008

3 of 4
WETLAND BUFFER

DESCRIPTION

A Tract of land lying in Section 3, Township 25 South, Range 29 East, Osceola County, Florida and being a portion of Lot 1, OSCEOLA CORPORATE CENTER - REPLAT TWELVE, as per plat thereof as recorded in Plat Book 19, Pages 179-181 of the Public Records of Osceola County, Florida; being more particularly described as follows:

COMMENCE at the Easterly most corner of said Lot 1; thence run the following courses along the Northerly line of said Lot 1: S.70°44'30"W., a distance of 64.97 feet; thence S.70°30'05"W., a distance of 85.81 feet; thence S.71°37'32"W., a distance of 60.41 feet; thence departing the Northerly line of said Lot 1 S.18°22'28"E., a distance of 25.00 feet to the POINT OF BEGINNING and a non-tangent curve concave Northwesterly, having a tangent bearing of S.55°06'34"W., a radius of 1,297.91 feet and a central angle of 03°52'23"; thence Southwesterly along the arc of said curve, a distance of 87.73 feet; thence N.28°55'11"W. along the Easterly line of the Easement Deed, as recorded in Official Records Book 2991, Page 1159 of the Public Records of Osceola County, Florida, a distance of 31.54 feet; thence S.64°19'32"W. along the Northerly line of said Easement Deed, a distance of 10.50 feet; thence departing the Northerly line of said Easement Deed N.29°22'22"W., a distance of 10.89 feet; thence N.60°37'38"E. along the Southerly line of the Grant of Easement, as recorded in Official Records Book 1206, Page 0147 of the Public Records of Osceola County, Florida, a distance of 1.91 feet; thence N.29°22'22"W. along the Easterly line of said Grant of Easement, a distance of 14.14 feet to a non tangent curve concave Southeasterly, having a tangent bearing of N.47°27'21"E., a radius of 7.00 feet and a central angle of 14°50'08"; thence Northwesterly along the arc of said curve and the Easterly line of the Non-Exclusive Access Easement Agreement, as recorded in Official Records Book 2865, Page 2424 of the Public Records of Osceola County, Florida, a distance of 1.81 feet to the point of tangency; thence N.62°17'18"E., a distance of 4.70 feet; thence N.27°42'42"W., a distance of 10.97 feet; thence run the following courses along a line lying 25.00 feet South of and parallel with the Northerly line of said Lot 1: N.79°34'40"E., a distance of 20.20 feet; thence S.77°39'53"E., a distance of 20.44 feet; thence S.72°20'40"E., a distance of 53.37 feet; thence N.71°37'32"E., a distance of 18.65 feet to the POINT OF BEGINNING.

Containing 0.0735 acres (3,199 square feet), more or less.

T08-C72.3

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

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ROBERT W. MONACO, P.S.M. # 5980

11-20-2000