SIGN AND ACCESS EASEMENT AGREEMENT

THIS SIGN AND ACCESS EASEMENT AGREEMENT (this “Agreement”) is made as of this 27th day of June, 2017 (the “Effective Date”), by and between DEERFIELD LAND CORPORATION, a Delaware corporation (the “Grantor”), and MSC FL LOOP, LLC, a Delaware limited liability company (the “Grantee”).

RECITALS

WHEREAS, Grantee is the current owner of that certain real property located in Osceola County, Florida more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Grantee Property”);

WHEREAS, pursuant to that certain Sign and Access Easement dated as of March 3, 2016, between Grantor, as grantor, and Walgreen Co., an Illinois corporation (“Walgreen’s”), as grantee, recorded in Official Records Book 4928, Page 515, of the Public Records of Osceola County, Florida (the “Walgreen’s Agreement”), Grantor has granted Walgreen’s a non-exclusive easement for the placement, maintenance and repair of a sign (the “Existing Sign”) located on that certain real property owned by Grantor more particularly described in the Walgreen’s Agreement (the “Sign Parcel”) advertising the Walgreen’s pharmacy located on that certain real property owned by Walgreen’s and more particularly described in the Walgreen’s Agreement (the “Walgreen’s Property”), together with a non-exclusive access easement for ingress and egress over the Sign Parcel for the purpose of inspecting, maintaining and repairing the Existing Sign, subject to the terms and conditions set forth in the Walgreen’s Agreement; and

WHEREAS, Grantor has agreed to grant a perpetual non-exclusive easement to Grantee for signage and for access and utilities over, on, upon, under, across, and through the Sign Parcel (the “Easement Area”), all as more particularly set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Grant of Sign and Access Easement.** Grantor does hereby grant and convey for the benefit of Grantee, and its successors and assigns, a non-exclusive perpetual easement for ingress and egress for the benefit of the Grantee Property over, across, through and upon the Easement Area to (i) remove the Existing Sign and construct a monument sign to advertise the self-storage facility to be located on the Grantee Property (the “New Sign”) and (ii) maintain, repair and replace from time to time the New Sign. Grantee, however, shall assume the

[Recorded information]

Recorded in Osceola County, FL ARMANDO RAMIREZ, CLERK OF COURT 06/27/2017 04:01:03 PM RECEIPT # 1959808
Rec Fees 61.00 DEED DOC 0.70 EXTRA NAMES
CFN# 2017093895 BK 5170 PG 2628 PAGE 1 OF 7
obligations of Grantor under the Walgreen’s Agreement in accordance with the terms hereof. Furthermore, Grantee agrees that it shall preserve such amount of square feet of signage space on the New Sign (and on any replacement thereto) for the Walgreen’s Property that currently exists on the Existing Sign as of the Effective Date.

2. **Assumption of Obligations.** Grantee hereby assumes all of the liabilities and obligations of Grantor under the Walgreen’s Agreement arising or accruing on or after the Effective Date, including, without limitation, liability for the payment of financial obligations and for the due performance of all the terms, covenants and conditions of the Grantor pursuant to the Walgreen’s Agreement. The parties agree, however, that, after Grantee completes construction of the New Sign, the Walgreen’s Agreement (i) requires Walgreens’ to maintain and repair its portion of the New Sign as if it were the “Existing Sign” under the Walgreen’s Agreement and (ii) provides that Walgreen’s shall otherwise continue to be bound by the terms of the Walgreen’s Agreement.

3. **Indemnification.** Grantee shall, from and after the Effective Date, indemnify, defend, and hold harmless Grantor from and against any and all liability, claims, damages, expenses (including reasonable attorneys’ fees), liens, claims of liens, judgments, proceedings and causes of action directly arising out of Grantee’s use, maintenance and repair activities (if any) upon the Easement Area, unless caused by the negligence or willful misconduct of Grantor, its tenants, agents, contractors, and/or employees.

4. **Insurance.** Grantee hereby covenants and agrees that, during the term of this Agreement, and at its own cost and expense, Grantee shall maintain public liability insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence and at least Two Million Dollars ($2,000,000.00) in the aggregate for personal injury, death or property damage that could occur within the Easement Area. The policy or policies required under this Agreement shall include Grantor as a named insured. Within thirty (30) days of its receipt thereof, Grantee shall provide Grantor with a certificate evidencing the insurance required by this Agreement, together with a receipt showing payment of the applicable premium. Such policy or policies will be issued by a company or companies authorized to do business in the State of Florida by its Insurance Commissioner.

5. **Compliance with Laws and Regulations/Non-Interference.** The engineering, surveying, installation and construction deemed necessary or appropriate by Grantee to exercise its rights under this Agreement shall be performed by engineers, surveyors and contractors duly licensed and authorized to perform such work, and in accordance with good construction and engineering practices. Grantee hereby covenants and agrees that Grantee, in exercising the rights granted to it hereunder, shall comply with all applicable laws, ordinances, regulations and rules of governmental authorities and agencies.

6. **Liens.** Grantee shall at all times keep the Sign Parcel free and clear of all liens and encumbrances arising directly by or through Grantee’s activities within the Easement Area. In the event a lien is placed against the Sign Parcel in violation of this Section, Grantee shall cause any such lien to be discharged within thirty (30) days following Grantee’s receipt of written
notice thereof. In the event Grantee fails to cause such lien to be discharged within such thirty (30) day period, Grantor may take whatever steps are necessary to cause such lien to be released, including payment of the full amount thereof, and Grantee shall reimburse Grantor for the reasonable costs so incurred within thirty (30) days after receipt of an invoice therefor. In the event Grantor is not reimbursed within such thirty (30) day period, Grantor shall have the right to seek damages and to pursue any and all other remedies available to it at law or in equity, together with its reasonable attorney’s fees and costs.

7. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressees) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (ii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, or Federal Express), addressed to the party to whom notice is intended to be given at the address set forth below:

If to Grantor: Deerfield Land Corporation
14901 South Orange Blossom Trail
Orlando, FL 32837
Telephone: (407) 826-4514
Facsimile: (407) 826-4505
Attention: Mr. Thomas M. Roehlk, Vice President
E-mail: tomroehlk@tupperware.com

With a copy to: Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909
Attention: Alan C. Sheppard, Jr., Esq.
E-mail: shepparda@gtlaw.com

If to Grantee: MSC FL Loop, LLC
725 Park Center Drive
Matthews, NC 28105
Telephone: (704) 814-7536
Facsimile: (704) 847-1640
Attention: Matt Shapiro – Chief Investment Officer
E-mail: mshapiro@mstarproperties.com
With a copy to: Troutman Sanders, LLP
301 South College Street, Suite 3400
Charlotte, NC 28202
Telephone: (704) 998-4042
Facsimile: (704) 998-4051
Attention: G. Lee Cory, Jr.
E-mail: lee.cory@troutmansanders.com

With a copy to: Morningstar Properties, LLC – Florida Office
175 Spring Lake Hills Drive
Altamonte Springs, FL 32714
Telephone: (321) 689-4994
Attention: Brian Pelski – Director of Development
E-mail: bpelski@mstarproperties.com

8. Governing Law. This Agreement will be governed by and construed under the
laws of the State of Florida without regard to conflicts-of-laws principles that would require the
application of any other law.

9. Covenants Running with the Land. All of the covenants, terms, agreements and
restrictions set forth in this Agreement are intended to be, and are construed as covenants
running with the land, and shall be binding upon the Easement Area and each of the owners of
the Grantee Property, and their respective successors in interest, devisees, grantees, heirs,
personal representatives and assigns.

10. Attorney’s Fees. In connection with any litigation arising out of or in connection
with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees
and costs from the non-prevailing party, including all such attorneys’ fees and costs which may
be incurred in any trial, appellate or bankruptcy proceedings.

11. Execution of Agreement. This Agreement may be executed in one or more
counterparts, each of which will be deemed to be an original copy of Agreement and all of
which, when taken together, will be deemed to constitute one and the same agreement. The
exchange of copies of this Agreement and of signature pages by e-mail delivery of a “.pdf”
format data file, shall be given the same legal force and effect as original signatures, shall
constitute effective execution and delivery of this Agreement as to the parties and may be used in
lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail
delivery of a “.pdf” format data file shall be deemed to be their original signatures for all
purposes.

[Remainder of page intentionally left blank]

[Signature pages follow]
IN WITNESS WHEREOF, Grantor has executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of the following witnesses:

GRANTOR:

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Thomas M. Roehlk, Vice President and Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of JUNE, 2017, by Thomas M. Roehlk, as Vice President and Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of said corporation. He [V] is personally known to me or [ ] has produced ____________________________ as identification.

[Affix Notary Stamp/Seal Below]

[Signature Page to Sign and Access Easement Agreement]
IN WITNESS WHEREOF, Grantee has executed this Agreement as of the Effective Date.

Signed, sealed and delivered in the presence of:

[Signature of Witness]

Debbie Holland
Name of Witness (Print or Type)

[Signature of Witness]

Lorraine Sharpe
Name of Witness (Print or Type)

GRANTEE:

MSC FL LOOP, LLC, a Delaware limited liability company

By: [Signature]

Name: Wesley G. Carter
Title: Chief Financial Officer

STATE OF FLORIDA, COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 21st day of June, 2017, by Wesley G. Carter, as Chief Financial Officer of MSC FL LOOP, LLC, a Delaware limited liability company, on behalf of said company. He [X] is personally known to me or [ ] has produced as identification.

[Affix Notary Stamp/Seal Below]

NOTARY PUBLIC

[Signature Page to Sign and Access Easement Agreement]

CFN# 2017093895 OFFICIAL RECORDS O DOC_TYPE EASE BK 5170 PG 2633 PAGE 6 OF 7
EXHIBIT A

TO SIGN AND ACCESS EASEMENT AGREEMENT BETWEEN DEERFIELD LAND CORPORATION AND MSC FL LOOP, LLC

LEGAL DESCRIPTION OF PROPERTY

Lot 5, OSCEOLA CORPORATE CENTER - REPLAT TWENTY SIX, according to the plat, thereof as recorded in Plat Book 24, Page 170, Public Records of Osceola County, Florida