

**ORLANDO MANUFACTURED GAS PLANT SITE
SETTLEMENT AGREEMENT (Blaine Pierce)**

This Orlando Manufactured Gas Plant Site Settlement Agreement (“Settlement Agreement”) is entered into as of this ____ day of _____, 2014 (“Effective Date”), by and among:

Atlanta Gas Light Company (“AGLC”), a Georgia corporation with its principal offices located at 10 Peachtree Place, Atlanta, Georgia 30309;

Duke Energy Florida, Inc., formerly known as Florida Power Corporation (“Duke”), a Florida corporation with its principal offices located at 299 First Avenue North, St. Petersburg, Florida, 33701;

Continental Holdings, Inc. (“CHI”), a Wyoming corporation with its principal offices located at 1025 Eldorado Blvd., Broomfield, Colorado 80021;

The **City of Orlando, Florida** (“City”), a Florida municipal corporation, with its principal offices located at 400 S. Orange Avenue, Orlando, Florida 32801; and

Blaine Pierce (“Pierce”), an individual, with his residence at 515 Highland Ave., Orlando, Florida 32801,

(collectively, the “Parties”; each individually a “Party”).

RECITALS

WHEREAS, for purposes of this Settlement Agreement, each Party has been identified by one another as a potentially responsible party (“PRP”) with respect to the investigation and remediation of soil and groundwater contamination identified in connection with the Orlando Manufactured Gas Plant (MGP) Site located in or about the 500 and 600 blocks of West Robinson Street, Orlando, Orange County, Florida (“Site”);

WHEREAS, with EPA’s approval, Peoples Gas System, a division of Tampa Electric Company (“PGS”), AGLC, Duke, CHI, the City, and Pierce (the “Site PRPs”) have agreed the Site contains two Operable Units: (a) Operable Unit 1, which is comprised of the Site’s surface soil (0 to 2 feet below land surface), subsurface soil (2 to approximately 50 feet below land surface, to the top of the Hawthorne Group), and the surficial groundwater (the groundwater present that immediately overlies the Hawthorne Group) (collectively, “OU1”); and (b) Operable Unit 2, which is comprised of all portions of the upper Ocala Limestone formation, consisting of both media and groundwater that have been impacted by the operation of an MGP at the Site (“OU2”);

WHEREAS, AGLC, Duke, CHI and the City (the “Settling Parties”) have completed, and EPA has approved, the remedial investigation / feasibility study (“RI/FS”) for OU1, which resulted in EPA’s issuance of a record of decision (“OU1 ROD”) that describes in general terms the remedy selected and the remedial objectives for OU1. Some or all of the Site PRPs will negotiate and enter into a consent decree with EPA for remedial design / remedial action (“OU1

RD/RA Consent Decree”), which will require the parties to the OU1 RD/RA Consent Decree to prepare the technical specifications for the design of the selected remedy and to construct and implement the selected remedy;

WHEREAS, upon the completion of the FS for OU2, EPA will issue a record of decision for OU2 (“OU2 ROD”) that will describe in general terms the remedy selected and the remedial objectives for OU2. Some or all of the Site PRPs will negotiate and enter into a consent decree or other order with EPA to perform remedial design and remedial action (“OU2 RD/RA Consent Decree”), which will require the parties to the OU2 RD/RA Consent Decree to prepare the technical specifications for the design of the selected remedy, and to construct and implement the selected remedy;

WHEREAS, some or all of the Settling Parties are responsible for the completion of all work and such obligations shall be set forth in the OU1 and OU2 RD/RA Consent Decrees and/or any order or decree related to the MGP impacts on the Site between Settling Parties, as defendants, and EPA and/or FDEP, as plaintiff(s) (“Governing Orders”).

WHEREAS, Pierce is the current owner of Parcel 3 identified in the OU1 ROD (“Pierce Property”), which parcel includes areas of both OU1 and OU2;

WHEREAS, the Pierce Property is subject to a lease agreement between Pierce and the Florida Department of Law Enforcement (FDLE) (“FDLE Lease”), which contains certain rights and obligations for both Pierce and FDLE; and

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site, the Parties wish to resolve Pierce’s liability under the Governing Orders, as owner of the Pierce Property, for the removal and remediation of impacts associated with the historic operation of the MGP at the Site, including but not limited to, OU1, OU2, and any subsequent operable units related to the Site, and any and all environmental impacts resulting from releases or threatened releases of hazardous substances or pollutants in any way attributable to the historic operation of the MGP at the Site.

AGREEMENT:

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually agree as follows:

1. Recitals and Applicability

The above recitals are true and correct, and are incorporated herein by reference. The recitals and all other provisions of this Agreement, as more fully set forth below, shall be binding on all of the Parties.

2. **Purchase and Sale of Pierce Property.**

- 2.1 As set forth herein, Pierce agrees to sell the Pierce Property to one or more of AGLC and Duke (“Purchasing Parties”) and/or an entity controlled by one or more Settling Parties (the acquiring party(s) or entity being the “Purchaser”), and Purchaser agrees to purchase the Pierce Property. Except for access and maintenance obligations as set forth below in Section 3, Pierce shall not be responsible in any manner for any remaining work to be performed under the OU1 RD/RA Consent Decree, the OU2 RD/RA Consent Decree, or for any further work pursuant to any Governing Order to investigate or remediate any contamination related to the historic operation of the MGP at the Site.
- 2.2 Pierce represents that at closing on the sale of the Pierce Property (“Closing”), he will have full marketable and insurable title to the Pierce Property.
- 2.3 After the Effective Date, and until Closing, Pierce will not encumber the Pierce Property with any liens, bonds, debts, easements, or mortgages, and will pay all property and other taxes, insurance premiums, and utility bills pertaining to the Pierce Property in full and on time until Closing. Pierce will also make all payments due under his mortgage agreement for the Pierce Property (“Mortgage”) in full and on time, until Purchaser pays the balance of his Mortgage pursuant to Section 4.2 below. In the event a lien, bond, debt, mortgage, easement, or other encumbrance is placed on the Pierce Property prior to Closing, Pierce will fully resolve the encumbrance prior to Closing. If Pierce fails to resolve the encumbrance, the amount will be deducted from the purchase price and Pierce will become personally liable for any amount still owed thereafter.
- 2.4 Closing will occur on December 1, 2015, except that if Pierce requests an extension to accommodate the current tenant of the Pierce Property, Purchasing Parties agree to delay Closing as long as reasonably practicable given applicable regulatory requirements and other circumstances. The Purchasing Parties’ decision with respect to extending the closing pursuant to this section shall be made at their sole discretion.
- 2.5 Pierce represents that the only lease agreement pertaining to the Pierce Property is the FDLE Lease, which terminates November 30, 2015. Pierce agrees not to subject the Pierce Property to any additional lease agreements, except as negotiated with Purchasing Parties pursuant to Section 2.4 above.
- 2.6 At Closing, unless otherwise agreed by Pierce and the Purchasing Parties as referenced in paragraph 2.4 above, Pierce will ensure the Pierce Property is vacant, all tenants have completely exited the Pierce Property, and all personal property is removed from the Pierce Property.
- 2.7 Pierce will not convey, or enter into an agreement to convey, his interest in the Pierce Property to any person or entity other than the Purchaser.

3. **Access to and Maintenance of the Pierce Property.**

3.1 Access.

Pierce and the Settling Parties acknowledge and recognize all Work to be performed on the Pierce Property, prior to November 30, 2015, or any Settling Party approved extension of the FDLE Lease, in accordance with the FDLE Lease terms, must not unreasonably interfere with FDLE's use of the Pierce Property.

- (a) Pierce authorizes Settling Parties, the United States Environmental Protection Agency (“EPA”), and the Florida Department of Environmental Protection (“FDEP”) (including each of their agents, representatives, consulting engineers and contractors, assignees, and successors) to enter upon the Pierce Property to take soil samples, install monitoring wells, and conduct such other and further work as may be necessary or appropriate to assess the nature and extent of MGP impacts on the Pierce Property (all of which shall hereafter collectively be described as the “Work”).
- (b) Pierce authorizes Settling Parties to erect temporary or permanent signs, barricades or fences to prevent unauthorized persons from entering or drawing near areas where assessment or drilling activities or other activities are occurring that involve the use of equipment or that could be disturbed or interfered with by third parties. Costs of restricting access will be borne by Settling Parties. In the event that FDLE reasonably requires other measures to prevent or limit access to the Pierce Property, including security personnel, Settling Parties agree to bear the costs of such measures.
- (c) Pierce authorizes Settling Parties to cordon off an area in the vicinity of the equipment used to perform the Work as such equipment moves about the Pierce Property for purposes of excavating, handling, and accumulating soil, water, spent supplies, and waste materials.
- (d) Pierce understands and agrees that Settling Parties may place signs, notices, or placards indicating the activities occurring or the substances present at the Pierce Property are dangerous, hazardous, or subject to regulation.
- (e) Pierce understands and agrees that the Work will necessarily involve the use of heavy equipment and other machinery, as well as access by various delivery and other vehicles. These activities are anticipated to be noisy.
- (f) Pierce understands and agrees that the Work may take place on weekdays, weekends or both. The Work will occur during daylight hours only, subject to the requirements of EPA, FDEP and/or the applicable Governing Order.

- (g) Settling Parties will provide written descriptions of the Work to Pierce at least three (3) weeks in advance of conducting the Work and will cooperate with Pierce to develop a schedule for the Work to minimize interference with Pierce's and his tenant's operations, with the understanding that the Work is subject to the requirements of EPA and FDEP and the demands of sequencing the Work. To the extent practical, any required sampling of soils or groundwater beneath the building on the Pierce Property will be performed from outside that building.
- (h) Vehicular access to, and all utilities serving, the buildings on the Pierce Property shall be kept in continuous operation during the Work, except for such temporary interruptions as may be required by construction activities.
- (i) Settling Parties will provide Pierce with a copy of the final report(s) at the same time such reports are submitted to EPA regarding the Work on the Pierce Property.
- (j) Settling Parties will ensure that the Work is performed in compliance with all applicable laws, rules, and regulations, and will obtain all permits necessary for the conduct of the Work. Settling Parties will ensure the utilities on the Property are located prior to any invasive work on the Property. All investigative or remediation-derived materials ("IDM") resulting from the Work are Settling Parties' responsibility and Settling Parties will ensure that such materials are handled and disposed of in accordance with applicable laws, regulations and procedures. Prior to Closing, any drums of IDM shall only be stored temporarily on the Pierce Property in a location pre-approved by Pierce and FDLE and shall not be stored onsite for longer than 60 days.
- (k) Subject to Paragraph 6.5, Settling Parties shall fully indemnify, defend and hold harmless Pierce from and against any and all claims, suits, damages, liabilities, judgments, fines, attorneys' fees, penalties, losses, costs, or expenses that relate to injuries to person(s) or property due to the Settling Parties' performance of the Work; provided, however, Settling Parties shall have no obligation to indemnify or hold harmless Pierce against any liability to the extent caused by or resulting from Pierce's negligence or willful misconduct.
- (l) Settling Parties shall ensure that their contractors maintain commercial general liability and property damage insurance with a combined single limit coverage of not less than two million dollars (\$2,000,000).
- (m) Pierce will enforce any and all of Pierce's obligations in Section 3 of this Settlement Agreement against all tenants, subtenants, employees, invitees, clients, customers, or guests of the Pierce Property to the extent necessary to ensure full compliance with this Settlement Agreement. If FDLE refuses or restricts access to the Property or otherwise interferes with the

Work, Pierce agrees to fully cooperate with and assist Settling Parties in taking all steps necessary or appropriate to permit Settling Parties to effect the Work.

3.2 Maintenance of the Property.

- (a) Until Closing, Pierce will maintain and request his Tenant to maintain the Pierce Property in a condition reasonably comparable to its condition as of the Effective Date. Pierce will not make any changes or improvements, such as, but not limited to, grading, filling, covering, or constructing, exterior to the onsite building, unless Settling Parties consent to the changes in writing.
- (b) Pierce shall notify the Settling Parties of any condition of the Pierce Property of which Pierce has actual knowledge that may threaten the Work on the Pierce Property, including the locations of any utilities known by Pierce.
- (c) Pierce will provide such other cooperation as is reasonably necessary for the Settling Parties to complete the Work.
- (d) Pierce will not take any action on the Pierce Property that disrupts, interferes with, or alters the Work or the conduct of the Work.

4. Payments.

- 4.1 Pierce will retain all rental payments that FDLE pays to Pierce pursuant to its lease agreement for the Pierce Property.
- 4.2 Within sixty (60) days of the Effective Date, Purchasing Parties will pay the remaining balance, not to exceed \$263,000.00, that Pierce owes under the Mortgage. Pierce and Purchasing Parties acknowledge and agree that the remaining balance of the Mortgage shall exclude monies being held in Escrow for payment of the 2015 property taxes which are due to be paid at the earliest in November 2014. Such Mortgage Escrow monies shall be used by Pierce to pay the 2015 Property Taxes. Purchasing Parties' payment will be made directly to the holder of the Mortgage note, _____, or such other entity to which _____ directs payment.
- 4.3 Within sixty (60) days of the Effective Date, AGLC will pay counsel for Pierce (Robyn Neely, of the firm Akerman LLP) the sum of \$10,000.00.
- 4.4 Settling Parties waive, release, and covenant not to sue Pierce for the \$17,400.00 Pierce owes under the Orlando Gasification Plant Site Participation Agreement dated November 10, 2003 ("First Participation Agreement"). Indemnifying Parties further agree to indemnify, defend, and hold harmless Pierce against any claim by any other party to the First Participation Agreement for the \$17,400.00, or any portion thereof, that Pierce owes under the First Participation Agreement.

- 4.5 At Closing, Purchasing Parties will pay Pierce the sum of \$150,000.00.
- 4.6 The terms of this Section 4 are hereinafter referenced as the “Payments.” The Payments referenced in Sections 4.2, 4.5 shall be made from the OU1 RD/RA Escrow Account, as defined in the Orlando Gasification Plant Site OU1 RD/RA Participation Agreement dated September __, 2014, which the Settling Parties will establish to satisfy their obligations under the OU1 RD/RA Consent Decree.

5. **Waiver and Release of Liability and Covenant Not to Sue.**

- 5.1 In consideration of Pierce fulfilling his obligations under this Settlement Agreement, Settling Parties waive, release and covenant not to sue Pierce for any claim, demand, liability, costs, expense, legal fee, penalty or loss incurred by or judgment against any Party related to the MGP impacts that are subject to Governing Orders for the Site. If, however, Pierce defaults on any of his obligations required under this Settlement Agreement and fails to cure the default within sixty (60) days of being notified of such default, Settling Parties do not waive, release or covenant not to sue for any claim related to said breach.
- 5.2 In consideration of Settling Parties’ Payments made pursuant to Section 4, Pierce waives, releases, and covenants not to sue Settling Parties (either jointly or severally) for any claim related to the MGP impacts on the Site, except to the extent that any Party breaches this Settlement Agreement, in which event this Waiver and Release of Liability and Covenant Not to Sue shall not apply to any claim to enforce the terms of this Settlement Agreement.
- 5.3 This Section shall survive the termination of this Settlement Agreement.

6. **Indemnity and Assignment of Claims.**

- 6.1 In consideration of Pierce fulfilling his obligations under this Settlement Agreement, AGLC and Duke (“Indemnifying Parties”) agree to defend, indemnify, and hold harmless Pierce from and against any and all damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, claims by third parties (including Federal, State or Local regulatory authorities), including costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' and paralegals fees) which may hereafter arise as a result of the performance or non-performance by the Settling Parties of their obligations under the OU1 RD/RA Consent Decree, the OU2 RD/RA Consent Decree, or any other Governing Order. If, however, Pierce defaults on any of his obligations required under this Settlement Agreement and fails to cure the default within sixty (60) days of being notified of such default, Indemnifying Parties do not defend, indemnify, and hold harmless Pierce for any claim related to said breach.
- 6.2 The Parties acknowledge and agree that the Indemnifying Parties shall be responsible for the preparing, obtaining consent by the United States and recording of all notices and proprietary controls identified in Section 9 of the OU1

RD/RA Consent Decree. Pierce shall cooperate with the Indemnifying Parties in the review, execution and recording of such notices and proprietary controls.

- 6.3 Pierce hereby assigns to Indemnifying Parties any and all claims Pierce may have against any third parties related to the MGP impacts on the Site. Pierce agrees to cooperate in Indemnifying Parties' efforts to resolve: (i) said claims against third parties; (ii) claims regarding the matters addressed in the OU1 RD/RA Consent Decree, OU2 RD/RA Consent Decree, and/or other Governing Orders; and (iii) claims related to liability allocation disputes among or between any of the Site PRPs. This cooperation shall include reasonable requests as follows for: (w) participating in discovery efforts; (x) cooperating in the production of documents; (y) engaging in alternative dispute resolution processes; and (z) executing any documents necessary to accomplish the settlement of said claims. Pierce does not assign to Indemnifying Parties his liabilities related to the MGP impacts on the Site, which liabilities will be addressed as set forth in paragraph 5.1.
- 6.4 Indemnifying Parties shall have the right to assume and take over the defense of any indemnified claim against Pierce and engage attorneys to represent both Parties in connection therewith, at Indemnifying Parties' sole cost and expense. Pierce shall notify Indemnifying Parties of any claims required to be indemnified hereunder within fifteen (15) days after Pierce receives written notice of any such claims, and Pierce shall cooperate with Indemnifying Parties in connection with the defense of any such claims; provided, however, if Pierce fails to notify Indemnifying Parties within a reasonable time period, at Indemnifying Parties' election, such failure to notify Indemnifying Parties shall release Indemnifying Parties' obligation to indemnify Pierce hereunder as to such claim.
- 6.5 The indemnification and hold harmless provisions in paragraphs 3.1(k) and 4.4 above and this paragraph 6 are made subject to the limitations of Section 768.28, Florida Statutes with regard to the City. The City is prohibited by the foregoing statute from entering into agreements which include an indemnification of other Parties. To the extent allowed by law, the City of Orlando assumes liability for its acts and omissions and the acts or omissions of the City's officers, employees, receivers, trustees, agents, or assigns in carrying out the activities pursuant to this Settlement Agreement. Nothing herein shall be construed to waive the City's sovereign immunity.

7. **Consent Decree(s).**

Settling Parties will assent to EPA (and/or FDEP, as relevant) designating Pierce a party to any Governing Orders.

8. **Notices.**

All notices, demands, or requests provided for or permitted to be given pursuant to this Settlement Agreement shall be in writing and shall be deemed to have been given after depositing the same in the United States mail, postage prepaid and registered or certified with

return receipt requested, after depositing the same with an overnight express mail provider, or after hand delivery; and addressed to the designated representative for receipt of notice and to the other party(s) designated as receiving copies, as provided in the signature pages of this Settlement Agreement. The Parties may designate any further or different addresses to which subsequent notices, certificates, or other communications will be sent.

9. **Confidentiality.**

(a) The terms, conditions, and contents of this Settlement Agreement and all negotiations thereto shall be deemed confidential and shall not be disclosed to any third party for any purpose, except to the extent related to an effort to enforce a Party's obligations hereunder or as required to be disclosed to a regulating governmental agency.

(b) Notwithstanding the foregoing, the Settling Parties and Pierce understand and agree that this document may be subject to disclosure to the extent required by laws governing disclosure of public documents, including, but not limited to, Chapter 119, Florida Statutes.

10. **Denial of Liability.**

This Settlement Agreement represents a settlement and compromise of disputed claims, and is not an admission as to any Party's liability or the amount of any Party's liability. The terms of this Settlement Agreement contemplate liability for Pierce due to his part-ownership of both OU1 and OU2, and any future operable units related to the Orlando MGP Site that are subject to Governing Orders, but are not based upon any particular value or share for the assessment of the Pierce Property, the cost of completing the matters addressed in the Governing Orders, or any particular amount or proportion of Pierce's liability for OU1 or OU2, or any future operable units related to the Orlando MGP Site. The terms of this Settlement Agreement contemplate Pierce's status as an individual with limited financial means and with other distinct circumstances entirely unique among the Site PRPs, and do not reflect any Party's position as to an appropriate or defensible share of liability for any other part-owner Site PRP. This Settlement Agreement shall not be used by any Party, person, or entity as evidence of any admission of liability, law or fact, a waiver of any right or defense, or an estoppel against any Party. Neither this Settlement Agreement nor any of its contents shall be admissible in court or other legal proceeding as evidence of any Party's liability or of the amount of any Party's liability.

Nothing in this Section, however, is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Settlement Agreement against any Party to this Settlement Agreement.

11. **Representations.**

Pierce represents and warrants that he is the sole owner of the Pierce Property, that he is fully authorized to execute this Settlement Agreement, and that he will fully indemnify, protect and defend Settling Parties against any and all claims by persons who contest Pierce's ownership or authority as stated in this paragraph 10.

12. **Successors and Assigns.**

The rights of the Parties under this Settlement Agreement are personal and may not be assigned without the prior written consent of the Parties hereto. Subject to the foregoing, this Settlement Agreement will be binding upon and enforceable against, and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns. No assignment or delegation of the obligation to make any Payment hereunder will release the assigning Party without the prior written consent of all other Parties.

13. **Advice of Counsel.**

Each Party hereto is represented by that Party's own counsel, and in no event shall counsel for one Party be deemed to be acting for or on behalf of, or to have established an attorney-client relationship with, any other Party. No Party shall assert that, as a result of information provided pursuant to this Settlement Agreement, counsel for the other Party has any conflict of interest in handling matters adverse to that Party, and each Party agrees to execute appropriate documentation as necessary waiving any such potential conflict of interest.

14. **Effective Date.**

This Settlement Agreement shall become effective as of the Effective Date.

15. **Severability.**

If any part of this Settlement Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Settlement Agreement, if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can be affected. To that end, this Settlement Agreement is declared severable.

16. **Non-Waiver.**

Failure by any Party to complain of any action, non-action, or breach of any other Party will not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party will not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

17. **Rights Cumulative.**

All rights, remedies, powers and privileges conferred under this Settlement Agreement on the Parties will be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

18. **Prevailing Party Attorneys' Fees.**

If any legal action or other proceeding is brought for the enforcement of this Settlement Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection

with any provision of this Settlement Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses, including nontaxable court costs (including, without limitation, all such fees, costs, and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceedings or any appeal, in addition to any other relief to which the Party may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney of a prevailing Party, and shall further include all such fees expended by a prevailing Party in any effort to establish the entitlement to, and/or the proper amount of, such fees and costs due pursuant to this provision.

19. **Injunctive Relief.**

The Parties agree that because of the Parties' specific obligations under the Governing Orders and applicable environmental laws, the rights and benefits of each of the Parties pursuant to this Settlement Agreement are unique and no adequate remedy exists at law if any of the Parties fails to perform, or breaches, any of its obligations hereunder. Further, determining the amount of damages from any breach of this Settlement Agreement would be impossible, and such breach would cause irreparable injury to the non-breaching Parties. Therefore, the non-breaching Party shall be entitled to injunctive relief to prevent, restrain, or rectify any breach of this Settlement Agreement.

20. **Applicable Law.**

For purposes of enforcement or interpretation of the provisions of this Settlement Agreement, the Parties agree that the laws of the State of Florida shall be applicable, and further agree not to contest personal jurisdiction in the United States District Court for the Middle District of Florida with respect to litigation brought for such purposes. The Parties consent and agree that any litigation arising out of this Settlement Agreement must be initiated in the exclusive venue of the Orlando Division of the Middle District of Florida, which shall have exclusive jurisdiction over any such litigation. The Parties further consent and agree that all proceedings and mediations relating to any such action will be conducted exclusively in the venue of the Orlando Division of the Middle District of Florida. In the event that there is no federal jurisdiction applicable to the underlying dispute, the Parties consent and agree that all proceedings and mediations relation to any such action will be conducted exclusively in the venue of the Circuit Court for Orange County, Florida.

21. **Modifications.**

This Settlement Agreement will not be modified or amended in any respect except by written agreement by the Parties in the same manner as this Settlement Agreement is executed.

22. **Separate Documents.**

This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. **Electronic Signatures.**

Electronic signatures, including signature pages transmitted via facsimile and/or email, shall be binding upon all Parties and deemed as originals.

24. **Nature of Agreement.**

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Parties. There are no intended or unintended third party beneficiaries to this Settlement Agreement.

25. **Time is of the Essence** of this Settlement Agreement and each of its provisions.

26. **Entire Agreement.**

This Settlement Agreement constitutes the entire understanding of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto enter into this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she has been duly authorized to enter into this Settlement Agreement by the Party on whose behalf it is indicated that the person is signing.

[SIGNATURES ON FOLLOWING PAGES]

Atlanta Gas Light Company

Address:

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

Name: Carol R. Geiger, Esq.
Address: Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street NE, Suite 3600
Atlanta, GA 30309
Telephone: (404) 812-0842
Facsimile: (404) 812-0845
E-mail: cgeiger@kmcllaw.com

With a copy to: Greg Corbett, P.E.
AGL Resources
Ten Peachtree Place, Suite 1000
Atlanta, GA 30309
404-584-3719
gcorbett@aglresources.com

**Duke Energy Florida, Inc., formerly
known as Florida Power Corporation**

Address:

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

Name: George F. Gramling III, Esq.
Gramling Environmental Law
Address: 118 South Newport Avenue
Tampa, FL 33606
Telephone: (813) 259-1060
E-mail: george@gramlinglaw.com

And copies to:

Scott R. Alexander, Esq.
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, IN 46204-2023
(317) 713.3500
SAlexander@taftlaw.com

Julie L. Ezell, Esq.
Associate General Counsel
Duke Energy
1000 East Main Street
Plainfield, IN 46168
(317) 838-1100
Julie.Ezell@duke-energy.com

Blaine Pierce

Address: 515 Highland Ave.,
Orlando, Florida 32801

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

Name: Blaine Pierce

Address: 515 Highland Ave.,
Orlando, Florida 32801

Telephone: (973) 968-3044

E-mail: BZPRoofing@hotmail.com

Taxpayer Identification Number: _____

With a copy to: Robyn D. Neely, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
(407) 419-8549
robyn.neely@akerman.com

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form and legality for the use
and reliance of City of Orlando, Florida, only.

_____, 2014

City Attorney, Orlando, Florida

Designated Representatives for Receipt of Notice:

Name: David J. Bass, Esq.
Address: Executive Offices - City Attorney's Office
Orlando City Hall
400 South Orange Avenue
Orlando, FL 32801
Telephone: (407) 246-4373
Facsimile: (407) 246-2854
E-mail: david.bass@cityoforlando.net

Name: Thomas K. Maurer, Esq.
Address: Foley & Lardner, LLP
111 North Orange Ave, Suite 1800
Orlando, FL 32802-2193
Telephone: (407) 244-3242
E-mail: TMaurer@foley.com

**Continental Holdings, Inc.,
a Wyoming corporation**

Address:

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

Name: David L. Isabel, Esq.
Address: Golub, Isabel & Cervino, P.C..
160 Littleton Road
Suite 300
Parsippany, NJ 07054
Telephone: (973) 968-3374
Facsimile: (973) 968-3044
E-mail: DIsabel@giclawfirm.com