

**ORLANDO GASIFICATION PLANT SITE
OU1 RD/RA PARTICIPATION AGREEMENT**

This Orlando Gasification Plant Site OU1 RD/RA Participation Agreement (“Agreement”) is entered into by and among Atlanta Gas Light Company (“AGLC”), Duke Energy Florida, Inc., formerly known as Florida Power Corporation (“Duke”), Continental Holdings, Inc. (“CHI”), Blaine Pierce (“Pierce”), and the City of Orlando, Florida (the “City”), individually referred to herein as a “Participating Party” and collectively as “Participating Parties” whose authorized representatives have executed this Agreement.

WHEREAS, on September 30, 2003, AGL, Duke and Peoples Gas System, a division of Tampa Electric Company (“PGS”), and on March 11, 2004, the City, entered into Administrative Orders by Consent with the United States Environmental Protection Agency (“EPA”) to conduct a Remedial Investigation/Feasibility Study (“RI/FS”) (collectively, the “RI/FS AOC”) at the Orlando Gasification Plant Site (the “Site”); and

WHEREAS, to meet the requirements of the RI/FS AOC, the Participating Parties and PGS entered into the “Orlando Gasification Plant Site Participation Agreement,” dated November 10, 2003, as amended by the First Amendment, dated March 1, 2007, the Second Amendment, dated September 2008, and the Third Amendment, dated March 30, 2011 (collectively, the “2003 Participation Agreement”); and

WHEREAS, with EPA’s approval, AGLC, Duke, PGS, CHI, the City, and Pierce 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, PGS and the City (“ENE Group”) entered into the Orlando Gasification Plant Site Early Neutral Evaluation (“ENE”) Agreement, dated October 5, 2010, as amended by the First Amendment to ENE Agreement, dated September 28, 2011, the Partial Allocation Agreement, and the Agreement to Amend ENE Agreement, dated September 26, 2012 (collectively, the “ENE Agreement”), for the purpose of negotiating a final allocation of each member of the ENE Group’s percentage share of the costs to complete RI/FS for OU1 and OU2, and Remedial Design / Remedial Action (“RD/RA”) for OU1 and OU2; and

WHEREAS, the 2003 Participation Agreement terminated in accordance with its terms due to an insufficiency of funds remaining in the escrow account established under the 2003 Participation Agreement to pay for the additional work required under the RI/FS AOC; and

WHEREAS, AGLC, Duke, PGS and the City entered into the Second Participation Agreement (“Second PA”) and Orlando Gasification Plant Site Second Escrow Agreement

("Second EA"), dated on or about April 2, 2012, pursuant to which those parties funded a sum of \$1,180,810.00 to cover the work described in those agreements; and

WHEREAS, the ENE Group entered into the Orlando Manufactured Gas Plant Site Partial Allocation Agreement, dated August 15, 2012 ("Partial Allocation Agreement") and the Third Participation Agreement, dated August 15, 2012, pursuant to which CHI agreed to participate in funding 14.175%, as a final, fixed allocation, of all costs associated with the OU1 and OU2 RI/FS task ("CHI RI/FS Allocation") and deposited funds into a trust account established pursuant to those agreements; and

WHEREAS, the ENE Group executed a Fourth Participation Agreement ("Fourth PA") and Orlando Gasification Plant Site Fourth Escrow Agreement ("Fourth EA") on September 19, 2013, because additional funds were required to complete the RI/FS; and

WHEREAS, the Participating Parties have completed, and EPA has approved, the RI/FS task for OU1, as set forth in the Record of Decision, Operable Unit One, dated September 25, 2013 ("OU1 ROD") that details the remedy selected and the remedial objectives for OU1; and

WHEREAS, by letter dated September 29, 2013, certain Participating Parties each received a Special Notice Letter for the Site in which EPA provided those Participating Parties with a limited period of time within which to negotiate and enter into a consent decree with EPA for OU1 RD/RA ("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. The OU1 RD/RA Consent Decree obligations are herein referred to as the "OU1 RD/RA task" and specifically include the costs to access, maintain and acquire Parcel 3 identified in the OU1 ROD ("Pierce Property") and comply with such further obligations set forth in the Orlando Manufactured Gas Plant Site Settlement Agreement (Blaine Pierce), dated September __, 2014 ("Pierce Settlement Agreement"); and

WHEREAS, the Participating Parties entered into the Orlando Manufactured Gas Plant Site Final Allocation Agreement (CHI and the City), dated September __, 2014, pursuant to which CHI agreed to participate in funding 10%, as a final, fixed allocation, of all costs associated with the OU1 RD/RA task, and 7.5%, as a final, fixed allocation, of all costs associated with the OU2 RD/RA task, among other terms as more fully set forth therein ("CHI Allocation"); and pursuant to which the City agreed to participate in funding 3.091%, as a final, fixed allocation, of all costs associated with the RI/FS task; 2%, as a final, fixed allocation, of all costs associated with the OU1 RD/RA task, and 10%, as a final, fixed allocation, of all costs associated with the OU2 RD/RA task, among other terms as more fully set forth therein ("City Allocation") (collectively, the CHI/City Allocation Agreement); and

WHEREAS, AGLC and Duke have agreed to pay (pursuant to a 61%/39% division, respectively) the costs of OU1 RD/RA tasks that are not allocated to other Participating Parties or any other entity (including PGS and/or TECO), as a final, fixed allocation of AGLC's and Duke's respective relative shares of the funding for the OU1 RI/FS and OU1 RD/RA tasks; and

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site, the Participating Parties wish to establish a framework for complying with the terms of the OU1 RD/RA Consent Decree and to cooperate among themselves in this effort;

NOW THEREFORE, in consideration of the foregoing, the Participating Parties mutually agree as follows:

1. Recitals and Applicability.

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

2. Orlando Gasification Plant Site OU1 RD/RA Group.

The Participating Parties shall continue to be organized and constituted as the Orlando Gasification Plant Site Participating Group (the “OU1 RD/RA Group”), which is a voluntary association and is not intended to create a partnership, joint venture, and/or principal and agent relationship between or among the Participating Parties.

3. Purpose.

The purpose of this Agreement is to control the manner and means by which the Participating Parties will undertake to satisfy their obligations pursuant to, and to otherwise comply with, the legal obligations for investigation and remediation of the Site as such relate to or arise from the terms of the OU1 RD/RA Consent Decree. Each Party agrees to execute all documents and take all such other actions as necessary or appropriate to complete the OU1 RD/RA task, as decided by the OU1 RD/RA Group as set forth herein.

4. Prior Agreements.

The CHI/City Allocation Agreement and Pierce Settlement Agreement (collectively the “Allocation Agreements”) are incorporated herein by reference. If any provision of this Agreement conflicts with any provision of the Allocation Agreements, the terms and conditions of the Allocation Agreements will prevail.

5. Payments.

5.1 Funding for OU1 RD/RA. AGLC, Duke, the City and CHI (“Paying Parties”) shall fund jointly, as required by this Agreement, all costs of the OU1 RD/RA task. Each Paying Party shall pay its respective portion of the OU1 RD/RA task as provided in this Section 5.

5.2 Escrow Account. Each Paying Party agrees to execute the OU1 RD/RA Escrow Agreement in a form substantially similar to that attached hereto as Exhibit “A,” which shall be administered by Rivero, Gordimer & Company, P.A. (the “Escrow Agent”) (the escrow account being the “OU1 RD/RA Escrow”).

- 5.3 Share.** Each Paying Party's share of the payments to the Escrow Agent for the OU1 RD/RA task will be according to its agreed share in the Allocation Agreements, specifically:

CHI: 10%;

City: 2%;

AGLC: 61% of the amount not allocated above = 53.68% (subject to future retroactive amendment based on the PGS OU1 allocation);

Duke: 39% of the amount not allocated above = 34.32% (subject to future retroactive amendment based on the PGS OU1 allocation).

- 5.4 Initial Payment; Minimum Reserve.** Within thirty (30) days after being requested to do so by the Escrow Agent, each Paying Party shall make payment to the Escrow Agent of its allocated share for the OU1 RD/RA task of Three Million Dollars (\$3,000,000.00), or such other amount as the Parties agree ("Initial Payment"), subject to the adjustment described in **Section 5.5**, below. As described in Paragraph 44 of the OU1 RD/RA Consent Decree, a minimum OU1 RD/RA Escrow balance of One Million Dollars (\$1,000,000) shall be maintained at all times and shall be held in trust for the benefit of EPA, subject to reduction pursuant to Paragraph 48 of the OU1 RD/RA Consent Decree. In the event of a conflict between this section and the provisions of the OU1 RD/RA Consent Decree governing the Initial Payment, maintenance of a trust account, or maintenance of a minimum fund in escrow to provide for payment of the OU1 RD/RA task, the provisions of the OU1 RD/RA Consent Decree shall prevail.

- 5.5 Acquisition and Disposition of the Pierce Property.** Pursuant to the Pierce Settlement Agreement, the Parties have agreed to acquire the Pierce Property as an obligation for completing the OU1 RD/RA task. AGLC and Duke have formed a limited liability company (OrlaGroup, LLC) to hold title to the Pierce Property during the OU1 RD/RA task and will provide the funds necessary to capitalize the LLC, including but not limited to the costs of acquiring the property and paying taxes. For purposes of the initial funding, described above, and any additional funding of OrlaGroup as may be necessary or appropriate, contributions by AGLC and Duke to OrlaGroup capital account will be treated as if paid to the OU1 RD/RA Escrow, and the Parties' payments to the OU1 RD/RA Escrow adjusted such that the percentages paid by the Parties of the total amounts contributed to the OrlaGroup and RD/RA accounts equal the shares stated herein. At such time as OrlaGroup, LLC shall sell the Pierce Property, the net proceeds of the sale will be deposited into the OU1 RD/RA Escrow established under the OU1 RD/RA Escrow Agreement for the benefit of the Parties according to their shares as described in **Section 5.3**.

- 5.6 Subsequent Payments.** Upon request, each Paying Party shall periodically fund the OU1 RD/RA Escrow pursuant to the terms of this Section and the OU1 RD/RA Escrow Agreement. Rivero Gordimer & Company, Public Accountants, shall, as

necessary, deliver to each Paying Party a request that the Paying Parties fund the OU1 RD/RA Escrow based on their allocated shares to cover current expenses approved by the Paying Parties, such that the minimum reserve is maintained. Each Paying Party shall within thirty (30) days of receipt of such request make payment in immediately available funds to the Escrow Agent of the amount requested. Failure of any Paying Party to make a timely payment shall be a default. In the event a Paying Party defaults under this Agreement, the defaulting Paying Party shall have ten (10) days after receipt of written notice of such default within which to cure the default by paying in full all amounts then due. If the defaulting Paying Party does not cure the default within such time, the non-defaulting Paying Parties may vote to exclude the defaulting Paying Party from participating further in this Agreement, based on a majority vote of the remaining, non-defaulting Paying Parties, whose votes shall be weighted according to their respective allocated shares for the OU1 RD/RA task and may take any other action allowed by law.

- 5.7 Records.** The Paying Parties will direct the Escrow Agent to maintain records that will permit the Escrow Agent to distinguish between funds deposited under this Agreement and funds submitted pursuant to previous or subsequent participation agreements. The Paying Parties will also direct the Escrow Agent to maintain records that will permit the Escrow Agent to provide a breakdown by Operable Unit and by task (RI/FS or RD/RA) of each disbursement made on the Participating Parties' behalf.
- 5.8 Financial Assurances.** Each Paying Party warrants that it presently has sufficient funds to pay its share of the costs of the OU1 RD/RA task and to make payments as and when required pursuant to the OU1 RD/RA Consent Decree, the OU1 RD/RA Escrow Agreement, or by this Agreement.
- 5.9 Refund of Monies in Escrow.** All monies, if any, remaining in OU1 RD/RA Escrow after the termination of this Agreement, shall be refunded to the Paying Parties based on their allocated shares for the OU1 RD/RA task within a reasonable time after such termination.

6. Voting.

The Parties agree that actions of the OU1 RD/RA Group should be based upon unanimous agreement whenever possible, and all Parties agree to work diligently to that end, and to make reasonable compromises when necessary to reach consensus. However, if the Parties are not able to reach unanimous agreement despite reasonable efforts, then all actions of the OU1 RD/RA Group shall require a sixty percent (60%) affirmative vote of all Paying Parties not in default, provided, however, that the Paying Parties shall have no authority to increase a Party's share without that Party's consent. Each Paying Party shall receive one vote for each percentage point of its respective allocated share for the OU1 RD/RA task.

7. Confidentiality.

7.1. **Shared Information.** From time-to-time, the Participating Parties may elect to disclose or transmit to each other, directly or through legal counsel, such information as each Party, counsel or technical consultant retained for the OU1 RD/RA Group deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transferred among the Participating Parties orally or in writing or by any other appropriate means of communication. Sharing information shall not establish an attorney/client relationship between or among any Participating Party's attorney and any other Participating Party. Sharing information shall not be deemed a waiver of the confidentiality of communication between any Participating Party and its attorneys. The main contact for the dissemination of all shared information shall be:

E. A. Skip Kazmarek, Esq.
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street NE, Suite 3600
Atlanta, GA 30309
Telephone: (404) 812-0840
Facsimile: (404) 812-0845
Email: skazmarek@kmcllaw.com

With a copy to:

Greg Corbett, P.E.
Director, EHS Corporate Programs
AGL Resources
Ten Peachtree Place
Suite 1000
Atlanta, GA 30309
Telephone: (404) 584 -3719
Facsimile: (404) 584 -3499
Email: gcorbett@aglresources.com

7.2. Confidentiality of Shared Information.

- (a) Each Party agrees that all shared information received from any other Party or its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Party and by all persons to whom confidential information is revealed pursuant to this Agreement, and that such information shall be used only in connection with conducting the activities that are necessary and proper to carry out the purposes of this Agreement;
- (b) The main contact between the Participating Parties and EPA shall be:

Greg Corbett, P.E.
Director, EHS Corporate Programs
AGL Resources
Ten Peachtree Place
Suite 1000
Atlanta, GA 30309
Telephone: (404) 584 3719
Facsimile: (404) 584 3499
Email: gcorbett@aglresources.com

("Main Contact").

Each Party shall notify the other Participating Parties of any communication it has with EPA regarding the Site.

- (c) Shared information that is exchanged in written or in documentary form, and is intended to be kept confidential may, but need not, be marked "Confidential." If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Party, the Party may satisfy its confidentiality obligations hereunder by immediately notifying the other Participating Parties that generated the information or, if the information was generated by legal counsel or by a technical consultant, by giving notice to said counsel or consultant and to the OU1 RD/RA Group;
- (d) Each Party shall take all necessary and appropriate measures to ensure that any person who is granted access to any confidential information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;
- (e) The Participating Parties intend by this Section to protect from disclosure all confidential information and documents shared among any Participating Parties or among any Party and counsel or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential";
- (f) The confidentiality obligations of the Participating Parties under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated, and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and

obtained from a Party pursuant to applicable discovery procedures and not otherwise protected from disclosure;

- (g) Upon termination, documents or other physical materials containing confidential information provided by such Participating Parties to the OU1 RD/RA Group, any person retained by the OU1 RD/RA Group, or any other Participating Parties, shall be promptly returned to such Party together with all copies thereof,

7.3. **Public Records Act.** Notwithstanding the foregoing, the Participating Parties 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, to the extent applicable to any “public record.”

7.4 **Shares.** The shares agreed to in the CHI/City Allocation Agreement are not confidential. It is also agreed that said shares represent settlement and compromise of disputed claims, reflect various considerations particular to each settlement, and do not necessarily reflect, individually or in the aggregate, the positions of the Participating Parties as to a proper allocation under CERCLA or its case law.

8. Denial of Liability.

This 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 except as specified in section 12, or an estoppel against any Party. However, nothing in this Section 8 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Party to this Agreement.

9. Insurance.

The Participating Parties do not intend hereby to make any agreement that will prejudice any Party with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers.

10. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Participating Parties. No Participating Party may assign this agreement to any other person or entity without the written consent of the other Participating Parties, which consent shall not be unreasonably withheld. No assignment or delegation of any right or obligation herein shall release the assigning Party without the prior written consent of the other Participating Parties.

11. Advice of Counsel and Waiver of Conflict.

It is understood and agreed that each Party hereto is represented by that Party’s own attorney, and in no event shall an attorney 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 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, to waive any such potential conflict of interest.

12. Waiver and Release of Liability.

12.1 Waiver and Release. In consideration of the payment by each Party of its respective obligations under Section 5 and under the Pierce Settlement Agreement, and except as otherwise provided herein, each Party releases each of the other Participating Parties, jointly and severally, from any and all claims for the cost of the OU1 RD/RA task that is covered by this Agreement and by the OU1 RD/RA Consent Decree. If any Party defaults and fails to cure the default within fifteen (15) days following receipt of written notice from any other Party, the defaulting Party may not enforce this waiver and release to the extent the defaulting Party has breached this Agreement.

12.2 Survival. This Section 12 shall survive the termination of this Agreement.

13. Covenant Not to Sue.

13.1 Covenant. In consideration of the mutual undertakings in this Agreement, and except as provided in Section 12, each Party covenants not to sue the other Participating Parties or their officers, directors, employees, or agents with respect to any claim for the OU1 RD/RA task that is covered by this Agreement and by the OU1 RD/RA Consent Decree. The Participating Parties expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Party of any amounts due and payable pursuant to this Agreement, the OU1 RD/RA Escrow Agreement, or the OU1 RD/RA Consent Decree. If any Party defaults and fails to cure the default within fifteen (15) days following receipt of written notice from any other Party, the defaulting Party may not enforce this covenant not to sue to the extent the defaulting Party has breached this Agreement.

13.2 Survival. This Section 13 shall survive the termination of this Agreement.

14. Notice.

All notices, bills, invoices, reports, and other communications with a Party shall be sent to the representative designated by the Party on said Party's signature page of this Agreement. Each Party shall have the right to change its representative upon written notice to the other Participating Parties.

15. Effective Date.

The Effective Date of this Agreement shall be the latest date that any Participating Party

has affixed its signature hereto.

16. Termination.

This Agreement shall terminate and have no further effect upon the receipt of written confirmation from EPA that all measures called for by the OU1 RD/RA Consent Decree have been satisfied and the Responsible Parties are discharged from further obligation. No Party shall have the right or ability to withdraw from this Agreement except with the unanimous approval of all of the Participating Parties.

17. Amendments and Subsequent Agreements.

17.1 This Agreement may be amended only by unanimous vote by the Participating Parties who are not then in default. Any amendments must be in writing and signed by all the Participating Parties not then in default.

17.2 The Participating Parties recognize that the OU1 RD/RA Consent Decree holds each of them jointly and severally liable for the performance of work, regardless of the cap on funding contained herein. In order to avoid any lapse in the funding of the OU1 RD/RA Group's obligations, any Party may request that the OU1 RD/RA Group enter into negotiations for an additional Participation Agreement. Such request shall be made in writing and set forth the reasons the Party believes support the need for an additional Agreement. Upon receipt of the request, the Participating Parties agree to enter into good faith negotiations for such further Agreement.

18. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

19. Entire Agreement.

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

20. Applicable Law.

For purposes of enforcement or interpretation of the provisions of this Agreement, the Participating Parties agree that the laws of the State of Florida shall be applicable, and further agree not to contest personal jurisdiction in the State of Florida with respect to litigation brought for such purposes. Venue shall be in Orange County, Florida, if action is commenced in state court, or if action is commenced in federal court, in the United States District Court for the Middle District of Florida, Orlando Division.

21. Separate Documents.

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

22. Electronic Signatures.

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

23. Attorneys' Fees.

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

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 Participating Parties. There are no intended or unintended third party beneficiaries to this Agreement.

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

(Signature pages follow on pages 12-16)

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

Signed in the presence of:

By: _____

Its: _____

Print name: _____

Date: _____

Witness Signature

Print Name

Designated Representative for Receipt of Notice:

Name: Jessica L. Bednarcik, P.E.
Duke Energy
On behalf of Florida Power Corporation
Address: Progress Energy Service Company
526 South Church Street
Mail Code EC 13K
Charlotte, NC 28202
Telephone: 704-382-8768
Facsimile: 704-382-0249

And a copy to:

Name: George F. Gramling III, Esq.
Address: Gramling Environmental Law, P.A.
118 South Newport Avenue
Tampa, FL 33606
Telephone Number: (813) 259-1060

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.

_____, 20__

City Attorney, Orlando, Florida

Designated Representative 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

And a copy to:

Name: Thomas K. Maurer, Esq.
Address: Foley & Lardner, LLP
111 North Orange Ave, Suite 1800
Orlando, FL 32802-2193
Telephone: (407) 244-3242
Facsimile: (407) 648-1743

Atlanta Gas Light Company

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice and Invoices:

Name: Greg Corbett, P.E.
Director, EHS Corporate Programs
Address: AGL Resources
Ten Peachtree Place
Suite 1000
Atlanta, GA 30309
Telephone: (404) 584 -3719
Facsimile: (404) 584 -3499
Email: gcorbett@aglresources.com

And a copy to:

Name: Carol R. Geiger, Esq.
Kazmarek Mowrey Cloud Laseter LLP
Address: 1230 Peachtree Street, Suite 3600
Atlanta, Georgia 30309
Telephone Number: (404) 813-0842
Facsimile Number: (404) 812-0845

**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, P.C.
160 Littleton Road
Suite 300
Parsippany, NJ 07054
Telephone: (973) 968-3374
Facsimile: (973) 968-3044

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

EXHIBIT A

OU1 RD/RA ESCROW AGREEMENT