

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

This Orlando Gasification Plant Site OU1 RD/RA Escrow Agreement (“OU1 RD/RA Escrow Agreement”) is entered into by and among:

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

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

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; and

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

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

Rivero, Gordimer & Company, P.A., Certified Public Accountants, One Tampa City Center, Suite 2600, 201 North Franklin Street, Tampa, Florida 33602-5182 (“**Escrow Agent**”).

1. **Orlando Gasification Plant Site OU1 RD/RA Participating Group.**

1.1 AGLC, CHI, Duke and the City comprise the paying members of the Orlando Manufactured Gas Plant Site OU1 RD/RA Participating Group (“OU1 RD/RA Group”).

1.2 By letter dated September 29, 2013, certain Parties each received a Special Notice Letter for the Orlando Gasification Plant Site (the “Site”) in which EPA provided those Parties with a limited period of time within which to negotiate and enter into a consent decree with EPA for OU1 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. 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”).

1.3 The OU1 RD/RA Group 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, among other terms as more fully set forth therein (“CHI Allocation”); and pursuant to which the City agreed to participate in funding 2%, as a final, fixed

allocation, of all costs associated with the OU1 RD/RA task, among other terms as more fully set forth therein (“City Allocation”) (collectively, the CHI/City Allocation Agreement).

1.4 AGLC and Duke have agreed to pay (pursuant to a 61%/39% division, respectively) the costs of the OU1 RD/RA task that are not allocated to other Parties or any other entity (including Peoples Gas System (“PGS”) and/or Tampa Electric Company (“TECO”)), as a final, fixed allocation of AGLC’s and Duke’s respective relative shares of the funding for the OU1 RD/RA task.

1.5 The OU1 RD/RA Group entered into the Orlando Manufactured Gas Plant Site OU1 RD/RA Participation Agreement, dated September __, 2014 (“OU1 RD/RA Participation Agreement”), to finance and conduct the work required under the OU1 RD/RA Consent Decree. The OU1 RD/RA Participation Agreement calls for the establishment of an escrow account for the purpose of ensuring the availability of funding for the required response actions.

2. **Trust Account.**

2.1 **Name and Purpose.** The Escrow Agent shall open an account at a commercial lending institution, hereinafter referred to as the Orlando Manufactured Gas Plant Site Participating Group OU1 RD/RA Escrow Account (“Escrow”). The purpose of the Escrow is to receive, hold, administer, invest, and disburse funds necessary to satisfy the obligations of the OU1 RD/RA Group under the OU1 RD/RA Consent Decree and under the OU1 RD/RA Participation Agreement, as directed in writing by the representative designated by the OU1 RD/RA Group (“Group Representative”). Money paid into the Escrow by the Parties shall be used to pay proper and necessary expenses of the technical work to be conducted pursuant to the OU1 RD/RA Consent Decree, to pay EPA’s oversight costs, to pay and receive settlement payments from property owners (including Blaine Pierce), and to pay expenses of administering the Escrow. The Escrow may not be used to pay stipulated penalties, or any attorneys’ fees or litigation expenses incurred by the OU1 RD/RA Group in connection with their efforts to obtain contribution from or participation by any non-settling potentially responsible party, or expenses related to the administration and management of the OU1 RD/RA Group. The Parties and the Escrow Agent shall complete all necessary tasks to establish the Escrow, including but not limited to executing all required documents.

2.2 **Nature of Party’s Interest in Escrow.** No Party will be deemed to have any interest in the Escrow that may be subject to anticipation or assignment or subject to the claims of any creditor of any Party, and any interest reserved to any Party shall be made available to the Party only upon termination of the Escrow as provided in **Section 7** of this OU1 RD/RA Escrow Agreement.

3. **Escrow Agent.**

3.1 **Selection of the Escrow Agent.** The Parties have selected as their Escrow Agent:

Rivero, Gordimer & Company, P.A.
Certified Public Accountants

Attn: Marc Sasser, CPA
One Tampa City Center, Suite 2600
201 North Franklin Street
Tampa, Florida 33602-5182
Telephone: (813) 875-7774
Facsimile: (813) 874-6785

3.2 **Duties of the Escrow Agent.** The Escrow Agent shall: (i) establish the Escrow within ten (10) days after the rendition of this Escrow Agreement pursuant to **Section 2**; (ii) receive, hold, administer and invest the initial payment and subsequent payments as directed by the Group Representative; (iii) pay approved costs of the Parties upon receipt of notification from the Group Representative; (iv) provide an accounting statement to the Parties upon request with respect to the Escrow pursuant to **Section 6**; (v) distribute any monies remaining in the Escrow to the Parties pursuant to **Section 7** upon notice from the Group Representative that this OU1 RD/RA Escrow Agreement is to be terminated; and (vi) perform all other duties required by this OU1 RD/RA Escrow Agreement.

3.3 **Fee for Services.** The Escrow Agent acknowledges and agrees that the fee for its services shall be \$350.00 per month.

3.4 **Representations and Warranties.** The Escrow Agent represents and warrants that: (i) it is a certified public accounting firm and that it maintains all the necessary licenses and accreditations to enable it to serve in its capacity as Escrow Agent and maintain its fiduciary duty as Escrow Agent; (ii) it shall perform its duties with that degree of skill and judgment which is customarily exercised in the Escrow Agent's industry by certified public accounting firms with respect to duties of a similar or like nature; and (iii) it shall perform its duties in compliance with applicable federal, state, and local laws, ordinances, and regulations.

4. **Payments**

4.1 **Maximum Funding.** The Parties agree to fund the OU1 RD/RA task according to each Party's OU1 RD/RA share, which shall constitute the Party's total financial obligation pursuant to this OU1 RD/RA Escrow Agreement.

4.2 The Escrow Agent shall issue calls for funds pursuant to this OU1 RD/RA Escrow Agreement and the OU1 RD/RA Participation Agreement by letter to the Parties in the form attached as **Exhibit "A"**.

4.3 **Initial Funding.** Pursuant to Paragraph 44 of the OU1 RD/RA Consent Decree, a minimum Escrow balance of One Million Dollars (\$1,000,000) shall be maintained at all times, and such One Million Dollars (\$1,000,000) balance 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 order to fund a portion of the OU1 RD/RA task, and to establish the One Million Dollars (\$1,000,000) minimum balance for the benefit of EPA, each Party shall deposit with the Escrow Agent its respective share of Three Million Dollars (\$3,000,000), or such other amount as the Parties agree, within thirty (30) days of the Effective Date hereof (the "Initial Funding"), subject to the adjustment described in **Section 4.4**, below.

4.4 **Acquisition and Disposition of the Pierce Property.** Pursuant to that certain settlement agreement between the Parties and Blaine Pierce, 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 RD/RA escrow account, and the Parties' payments to the RD/RA escrow account 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 Escrow established under this OU1 RD/RA Escrow Agreement for the benefit of the Parties according to their shares as described in **Section 4.7**.

4.5 **Future Funding.** Upon request by the Escrow Agent, each Party shall periodically fund additional portions of the OU1 RD/RA task pursuant to this Section. The Escrow Agent shall, as necessary, deliver to each Party a request that the Parties fund the additional portions of the OU1 RD/RA task in accordance with the shares set forth in **Section 4.7** below. Each 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.

4.6 Failure of any Party to make a timely payment shall be deemed a default under this OU1 RD/RA Escrow Agreement; failure to cure such default within fifteen (15) days of receiving notice of such default shall result in the OU1 RD/RA Escrow Agreement being terminated with respect to the defaulting Party only, with all remaining Parties having the absolute right to proceed under the terms of this Agreement, as if the defaulting Party was never named a party hereto, if the remaining Parties unanimously agree to so proceed, otherwise, the OU1 RD/RA Escrow Agreement shall be deemed terminated and any funds contributed by any Party shall be returned to the Party contributing such funds.

4.7 Each Party's share of the payments for the OU1 RD/RA task will be as follows:

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).

4.8 **Record Keeping for Future Adjustments:**

(a) The Parties shall direct all contractors performing work at the Site to maintain records and invoices in a manner that characterizes the work so

performed as either OU1 RI/FS costs, OU2 RI/FS costs, OU1 RD/RA costs, or OU2 RD/RA costs.

- (b) The Escrow Agent will maintain records which will permit the Escrow Agent to distinguish between the funds deposited under the Orlando Gasification Plant Site Fourth Participation Agreement (“Fourth PA”) and Orlando Gasification Plant Site Fourth Escrow Agreement (“Fourth EA”) on September 19, 2013, and the funds deposited under this OU1 RD/RA Escrow Agreement. The Escrow Agent will also maintain records which will permit the Escrow Agent to provide a breakdown by Operable Unit and by RI/FS or RD/RA task of each disbursement made on the Parties’ behalf.

4.9 **Financial Assurances.** Each Party warrants that it presently has sufficient funds to pay its share of all costs and payments required by this OU1 RD/RA Escrow Agreement.

5. **Disbursements from Trust Account.**

5.1 **Method of Invoicing.** Persons retained by the OU1 RD/RA Group to perform services in connection with the OU1 RD/RA task shall submit monthly invoices to each Party. Each Party shall have ten (10) days within which to object in writing to payment of the invoice. Failure to object shall be deemed approval to payment of the invoice by that Party.

5.2 **Payment.** The Group Representative (identified in Section 8) shall provide a notification letter to the Escrow Agent requesting payment of costs approved by the Parties. The form of notification letter from the Group Representative to the Escrow Agent is attached as **Exhibit “B.”** Upon the Escrow Agent’s receipt of notification to pay any costs approved by the Parties, the Escrow Agent shall disburse approved funds to the appropriate payee within ten (10) days following receipt of notification from the Group Representative.

5.3 **Approval of Payment.** Approval or disapproval of an invoice or any portion thereof by vote of the Parties, pursuant to the terms of Paragraph 6 of the OU1 RD/RA Participation Agreement, shall constitute the decision of the OU1 RD/RA Group and the Group Representative shall proceed in accordance with that decision. In the event that the OU1 RD/RA Group disapproves of all or part of an invoice, the Escrow Agent shall be directed to pay the undisputed portion, if any, of the invoice in question and the Group Representative shall communicate the OU1 RD/RA Group’s decision to the payee. Resolution of such payment disputes shall be made thereafter in accordance with the Services Agreement between the OU1 RD/RA Group and the payee.

6. **Statements.** The Escrow Agent shall submit to each Party upon request an accounting statement with respect to the Escrow for the prior month.

7. **Termination of OU1 RD/RA Escrow Agreement and Distribution of Funds Upon Termination.** This OU1 RD/RA Escrow Agreement may be terminated at any time by the unanimous written instructions of the Parties, effective ten (10) days after delivery of notice to the Escrow Agent. All monies, if any, remaining in the Escrow after the termination of this OU1

RD/RA Escrow Agreement, shall be refunded to the Parties who have met all payment requirements of this OU1 RD/RA Escrow Agreement, based on the Parties' pro-rata shares identified in **Section 4.7** hereof, within a reasonable time after such termination. The Escrow Agent may terminate this OU1 RD/RA Escrow Agreement after providing each Party with written notice of such termination. Such termination shall not be effective until thirty (30) days after delivery of written notice to each Party and until any monies remaining in the Escrow are distributed to the Parties as described in **Section 4** of this OU1 RD/RA Escrow Agreement.

8. **Group Representative.** The OU1 RD/RA Group has selected as its Group Representative:

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

The Group Representative shall have the authority to instruct the Escrow Agent on behalf of the Parties with respect to the Escrow and the duties of the Escrow Agent hereunder. The Group Representative shall supply the Escrow Agent with notarized signatures which shall be filed with the Escrow Agent's records. From time to time the Group Representative may be changed by the OU1 RD/RA Group by submitting the name of the new person(s) who will be authorized to act as such Representative with notarized signatures in writing to the Escrow Agent. Unless the Group Representative discharges any of its duties hereunder in a grossly negligent manner or is guilty of willful misconduct with regards to its duties hereunder, each Party releases and indemnifies the Group Representative for all action taken in accordance with this OU1 RD/RA Escrow Agreement.

9. **Default.**

9.1 A Party shall be in default under this OU1 RD/RA Escrow Agreement upon the occurrence of one or more of the following events:

- (a) Failure of said Party to timely perform or fully satisfy any material obligation or condition, including making any required payment, under this OU1 RD/RA Escrow Agreement.
- (b) If said Party: (i) is dissolved (other than pursuant to a consolidation, merger or amalgamation); (ii) becomes insolvent or is unable to pay its debts as they become due or admits its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding or petition for insolvency or bankruptcy or the winding up or liquidation of its business; or (v) seeks or becomes

subject to the appointment of a receiver, trustee or other similar official for it or for all or substantially all of its assets.

9.2 **Cure Period.** In the event a Party defaults under this OUI RD/RA Escrow Agreement, the non-defaulting Parties shall allow the defaulting Party fifteen (15) days within which to cure the default. If the defaulting Party does not cure the default within such time, the non-defaulting Parties may elect to proceed with all remedies available including those remedies specified in the OUI RD/RA Participation Agreement.

9.3 **Default Remedies.** The rights provided to the non-defaulting Parties under this Section are not intended to constitute an election of remedies, and the non-defaulting Parties shall have such remedies as are available to them in law or equity.

10. **Modifications.** This OUI RD/RA Escrow Agreement may be altered, amended or revoked from time to time by an instrument in writing by the Escrow Agent and each Party.

11. **Confidentiality.**

11.1 **Shared Information.** The Escrow Agent expressly agrees, recognizes, and acknowledges that during the course of its performance pursuant to this OUI RD/RA Escrow Agreement, the Escrow Agent may be provided access to the Parties' confidential and proprietary information, including but not limited to, advice provided by legal counsel to the Parties' management with respect to the Trust Account (collectively, "Confidential Information"). It is further agreed, recognized and acknowledged that all Confidential Information produced by the Escrow Agent for use by the Parties' legal counsel may be subject to the attorney-client privilege and that Confidential Information prepared by the Escrow Agent at the request of the Parties' legal counsel in anticipation of or in the course of litigation may be considered work product. Certain communications, both written and oral, between the Parties' legal counsel and the Escrow Agent may constitute attorney-client privileged communications. The Parties shall have sole discretion to decide whether to disclose, utilize, or disseminate any such Confidential Information. The Escrow Agent shall maintain the private and confidential aspects of all Confidential Information and shall not directly or indirectly, disclose, divulge, reveal, report, publish or transfer any Confidential Information to any person, nor shall the Escrow Agent use any such Confidential Information for purposes other than those set forth herein.

11.2 **Public Records Act.** Notwithstanding the foregoing, the 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."

12. **Notices.** Any notice, request, direction, instruction, payment or other communication required or permitted to be made or given by any Party hereto will be in writing and will be by hand-delivery, certified mail-return receipt requested, overnight mail or telecopy; and shall be deemed to have been made or given as of the time and date of receipt, if by hand, or the time and date of mailing, if by mail, or the time receipt is acknowledged if by telecopy.

12.1 Notice to the Group Representative shall be addressed for delivery 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

12.2 Notice to a Party will be addressed for delivery as set forth on the signature page of the Party for this OU1 RD/RA Escrow Agreement.

12.3 Notice to the Escrow Agent shall be addressed for delivery to:

Rivero, Gordimer & Company, P.A.
Certified Public Accountants
Attn: Marc Sasser, CPA
One Tampa City Center, Suite 2600
201 North Franklin Street
Tampa, Florida 33602-5182
Telephone: (813) 875-7774
Facsimile: (813) 874-6785

Any Party may change its designation of address or address upon written notice to the other Parties.

13. **Successors and Assigns.** This OU1 RD/RA Escrow Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. This OU1 RD/RA Escrow Agreement may not be assigned by the Escrow Agent to any third party.

14. **Denial of Liability.** It is agreed that neither the act of entering into this OU1 RD/RA Escrow Agreement nor any contribution to the Trust Account nor any action taken under this OU1 RD/RA Escrow Agreement or the OU1 RD/RA Participation Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Parties, with respect to the Site or otherwise, nor does it constitute a commitment or agreement, either expressed or implied, by any or all of them to undertake any activities with respect to the Site other than those already agreed to in the OU1 RD/RA Consent Decree.

15. **Third Parties.** Nothing contained in this OU1 RD/RA Escrow Agreement shall be construed to create any rights in any person or entity not a party to this OU1 RD/RA Escrow Agreement. This OU1 RD/RA Escrow Agreement has no intended or unintended third-party beneficiaries.

16. **Governing Law and Venue.** For purposes of enforcement or interpretation of this OU1 RD/RA Escrow Agreement, the Parties and the Escrow Agent agree that the laws of the State of Florida shall be applicable, and further agree not to contest personal jurisdiction in the State or Federal Court 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.

17. **Severability.** If any of these terms or their application to any person or entity shall be invalid or unenforceable, the application of such terms to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this OU1 RD/RA Escrow Agreement, shall not be affected by such invalidity or unenforceability.

18. **Conflict.** In the event of a conflict between this OU1 RD/RA Escrow Agreement and the OU1 RD/RA Participation Agreement, the OU1 RD/RA Participation Agreement shall govern.

19. **Time of Essence.** Time is of the essence in the performance of the terms of this OU1 RD/RA Escrow Agreement.

20. **Execution in Counterparts.** This OU1 RD/RA Escrow Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Effective Date.** The Effective Date of this OU1 RD/RA Escrow Agreement shall be the latest date that any Party has affixed its signature hereto.

22. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter.

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

The acceptance of the terms and conditions of this OU1 RD/RA Escrow Agreement by the Parties and the Escrow Agent is reflected by their attached signature pages which are incorporated herein.

[Signatures appear on the following pages.]

Escrow Agent:

Signed in the presence of:

Witness Signature

Print Name

Rivero, Gordimer & Company, P.A.
Certified Public Accountants

By: _____

Print Name: _____

Its: _____

Date: _____

Atlanta Gas Light Company

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

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: (404) 813-0842
Facsimile: (404) 812-0845
E-mail: cgeiger@kmcllaw.com

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

Signed in the presence of:

By: _____

Witness Signature

Its: _____

Print Name: _____

Print Name

Date: _____

Designated Representative for Receipt of Notice:

Name: Jessica L. Bednarcik, P.E.
Manager, Remediation and Decommissioning
Duke Energy Corporation
Address: 526 South Church Street
Mail Code EC13K
Charlotte, NC 28202
Telephone: (704) 382-8768
Facsimile: (704) 382-0249

And a copy to:

Name: George F. Gramling III, Esq.
Gramling Environmental Law, P.A.
Address: 118 South Newport Avenue
Tampa, FL 33606
Telephone: (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

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

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

Exhibit "A"

NOTICE FROM ESCROW AGENT

Date

Dear Orlando Gasification Plant Site OU1 RD/RA Group Member:

Pursuant to the Orlando Gasification Site OU1 RD/RA Participation Agreement dated _____, and the OU1 RD/RA Escrow Agreement dated _____, this constitutes a request for payment from you in the amount of \$_____. This amount represents your pro-rata share of \$_____.

Please remit payment of this amount in immediately available funds to Rivero, Gordimer & Company, P.A., Certified Public Accountants, Attention: Marc Sasser, One Tampa City Center, Suite 2600, 201 North Franklin St., Tampa, FL 33602-5182.

If you have any questions, please call Marc Sasser at (813) 875-7774.

Sincerely,

Escrow Agent

Enclosure

cc: Designated Representative
Duke Energy Florida, Inc.
Designated Representative
Atlanta Gas Light Company
Designated representative
Continental Holdings, Inc.
Designated Representative
City of Orlando

Exhibit "B"

FORM LETTER

Mr. Marc Sasser
Rivero, Gordimer & Company, P. A.
Certified Public Accountants
One Tampa City Center, Suite 2600
201 North Franklin Street
Tampa, Florida 33602-5182

VIA OVERNIGHT DELIVERY

Re: Orlando Gasification Plant Site
XXX Company Invoice

Dear Mr. Sasser:

Pursuant to the Orlando Gasification Plant Site OU1 RD/RA Participation Agreement dated _____, 2014, and the OU1 RD/RA Escrow Agreement dated _____, 2014, this constitutes a request that you disburse payment to the following payee: XXX Company

The Group has approved \$Z,ZZZ.ZZ to be disbursed to the above payee. A copy of the payee's invoice is enclosed and is summarized as follows:

PROJECT DESCRIPTION	INVOICE NO.	BILLING PERIOD	AMOUNT
			\$Z,ZZZ.ZZ

Please remit payment of this amount, in immediately available funds to XXX Company within ten (10) days following receipt of this notice.

If you have any questions, please call me at (404) 584-3719.

Sincerely,

Greg Corbett
On Behalf of
AGL Resources and
The Orlando Group

cc: Designated Representative
Duke Energy Florida, Inc.
Designated Representative
Atlanta Gas Light Company
Designated Representative
Continental Holdings, Inc.
Designated Representative
City of Orlando