

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into as of the ____ day of _____, 2015 ("Effective Date"), by and between **Robert E. Clark, II, individually; Natasa Mudrinski Clark, individually; and the Natasa Mudrinski Clark Family Trust, by and through Robert E. Clark, II and Natasa Mudrinski Clark as Co-Trustees (collectively referred to herein as "Owner"), and Atlanta Gas Light Company ("AGLC"), Continental Holdings, Inc. ("CHI"), Duke Energy Florida, Inc. (formerly known as Florida Power Company) ("Duke"), and the City of Orlando ("the City") (collectively, the "PRP Group").** Owner and PRP Group shall be referred to herein as the "Parties" or a "Party."

WITNESSETH

WHEREAS, the Natasa Mudrinski Clark Family Trust is the current owner of the property located at 503 West Robinson Street, Orlando, Florida, more fully described in Exhibit "A", attached hereto ("Parcel 5"); and

WHEREAS, Robert E. Clark, II and Natasa Mudrinski Clark are Co-Trustees of the Natasa Mudrinski Clark Family Trust (the "Trust"); and

WHEREAS, Robert E. Clark, II and Natasa Mudrinski Clark are authorized to enter into this Access Agreement on behalf of themselves and of the Trust, and hereby acknowledge their consent to be bound by the terms of this Access Agreement, both individually and as Co-Trustees of the Trust; and

WHEREAS, Owner is willing to enter into this Access Agreement ("Agreement") for Parcel 5 ("Owner's Property") in exchange for the commitments and obligations of the PRP Group as stated herein;

NOW THEREFORE, for and in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties to this Agreement do hereby agree as follows:

1. Access. Owner specifically authorize the PRP Group and its authorized agents, representatives, and contractors, as well as EPA and its authorized agents, representatives, and contractors, to enter upon Owner's Property, as provided in this Agreement, to conduct any investigative and/or remedial action as required by any order, agreement, or requirement of EPA, the Florida Department of Environmental Protection ("FDEP"), or any other federal, state, or local government agency having responsibility for remediation of environmental impacts, to the extent such relates to or arises out of MGP Constituents (the "Work").
2. Settlement Fee. In consideration of the promises, covenants, and obligations stated herein, the PRP Group agrees to pay Owner, by and through Robert E. Clark II, the Owner's Designated Representative as of the Effective Date, the amount of \$25,000.00, in payment for access to Owner's Property and Owner's consent to the remediation of Owner's Property according to the terms and provisions of this Agreement.

3. PRP Group's Obligations.

a. The Work will be conducted in a manner to minimize interference with Owner's operations. The PRP Group will provide Owner notice prior to undertaking Work or any other activity on Owner's Property.

b. Unless otherwise agreed to by the parties, promptly upon completion of the Work, Owner's Property will be restored to the condition existing prior to the Work to the extent practical (including, without limitation, filling any excavated area with clean fill material).

c. All soil, water, spent supplies and other waste materials resulting from the Work are the PRP Group's responsibility and all such materials will be handled and disposed of in accordance with applicable laws, regulations, and procedures.

d. The Work will be performed in compliance with all applicable laws, rules, and regulations and all permits necessary for the conduct of the Work and for the handling and transport of waste materials and other residuals will be obtained.

e. The relevant utility communications system(s) will be contacted and utilities located on Owner's Property prior to any invasive work on Owner's Property.

f. The PRP Group's contractors shall maintain commercial general liability and property damage insurance with a combined single limit coverage of not less than \$2,000,000.00.

g. Simultaneously upon submittal to EPA, the PRP Group will provide Owner with a copy of any correspondence or report submitted to EPA regarding the Work on Owner's Property.

h. As to the restoration of Owner's Property called for in subparagraph 3(b) above, the PRP Group will assure that stormwater flow onto Owner's Property from any adjacent property on which the Work has been conducted is not unreasonably increased in volume or intensity compared to current conditions.

i. The PRP Group understands that stormwater flow from the railroad property north of Owner's Property has been a matter of concern to Owner. Without in any way committing to resolving this concern for Owner, the PRP Group agrees to discuss this issue with the railroad and, subject to agreement by the railroad, and if reasonably possible at acceptable cost in the sole discretion of the PRP Group, consider measures to address Owner's stormwater flow concerns.

j. The PRP Group agrees to provide periodic design documents to Owner that pertain to Owner's Property and to consider comments made by Owner, if any, on relevant design elements, provided however that all aspects of the final design are matters of the PRP Group's sole discretion.

4. Indemnification and Release.

a. The PRP Group agrees that: it is solely responsible for the conduct of the Work and the performance of obligations of the PRP Group under this Agreement; it will bear all costs and expenses thereof; and Owner is hereby released from any and all claims and potential claims except as otherwise provided herein, and does not have any responsibility or liability, for the Work or for any losses, costs, expenses, liabilities, or damages as part thereof or resulting therefrom except as specifically provided in this Agreement. The PRP Group further agrees that the PRP Group will fully indemnify, defend and hold harmless Owner, from and against any and all claims, suits, damages, liabilities, judgments, fines, attorneys' fees, penalties, losses, costs or expenses arising out of, caused, or claimed to arise out of or be caused by: (i) the performance of Work; (ii) the presence of MGP Constituents on Owner's Property that results in any claim or demand by a government agency or unrelated third party against Owners; (iii) the breach of any covenant by the PRP Group contained in this Agreement; or (iv) Owner's successful enforcement of this indemnity (collectively the "Indemnified Matters"); provided, however the PRP Group shall have no obligation to indemnify or hold harmless Owner against any liabilities related to or arising out of impacts on Owner's Property as a result of contaminant sources other than the Orlando MGP, or to the extent caused by or resulting from the negligence or willful misconduct of Owner, or its agents, employees, or invitees, or to the extent that actions of Owner, its agents, employees, or invitees have exacerbated soil or groundwater impacts, or the migration of such impacts related to the Orlando MGP (collectively, "Excluded Claims").

Notwithstanding the above, and 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 Agreement. Nothing herein shall be construed to waive the City's sovereign immunity or the limitations of liability established under Florida law, and the city's indemnification obligations, if any, are limited to the sovereign immunity limits included in Section 768.28, Florida Statutes. Nothing in this paragraph shall in any way diminish the liability of other members of the PRP Group under the provisions of this indemnity.

b. Except as otherwise provided in this Agreement and subject to the PRP Group's performance of its obligations under this Agreement, Owner hereby unconditionally waives, releases, acquits and forever discharges the PRP Group, its respective officers, directors, partners, shareholders, employees, agents, representatives and affiliates, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, rights of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, Owner now has or that may arise in the future on account of or in any way related to or in connection with any past or present physical characteristics or conditions of Owner's Property, including, without limitation, the presence of any MGP Constituents that are present on Owner's Property. Owner does further covenant not to sue or otherwise seek recourse against the PRP Group, its respective officers, directors, partners, shareholders, employees, agents, representatives and affiliates on any such claim, demand, action, cause of action, suit, liability, indebtedness, duty, obligation or responsibility herein released. Notwithstanding the foregoing, Owner does not release the PRP Group from any obligation

contained in this Agreement, including, without limitation, the obligation to indemnify under Paragraph 4 of this Agreement.

c. The PRP Group shall have the right to assume and take over the defense of any claim involving an Indemnified Matter and engage attorneys to represent the PRP Group and Owners; provided, however, if Owner desires separate counsel, Owner may engage such counsel at its own cost and expense and the PRP Group shall cause the PRP Group's counsel to cooperate with Owner's counsel in its defense of any such claim. Owner shall notify the PRP Group of any claim involving an Indemnified Matter within ten (10) business days after Owner receives actual notice thereof. Owner shall cooperate with the PRP Group in any manner that the PRP Group shall request in the defense of any claim involving an Indemnified Matter.

d. In the event Owner expects to conduct work on Owner's Property that may uncover MGP Constituents or that may otherwise result in a claim by a government agency subject to the indemnification provisions of paragraph 4(a) above, Owner shall provide reasonable advance notice of such to the PRP Group Representative, who will then coordinate with Owner as to whether involvement by the PRP Group in such activities is necessary or appropriate.

5. Cleanup Standards. Owner acknowledges and agrees that Owner's Property will be remediated according to the requirements of EPA.

6. Owner's Obligations and Covenants.

a. Owner covenants and agrees that Owner's Property will not be used now or in the future for permanent human habitation or for any other purpose with a similar potential for human exposure;

b. In the event that Owner sells all or any portion of Owner's Property or the assets located on Owner's Property (except personal property or fixtures), Owner shall notify the purchaser of the existence of this Agreement and of the obligations hereunder, and shall secure Purchaser's written assent to abide by the terms of this Agreement, and shall provide a copy of Purchaser's written assent to the PRP Group;

c. Owner will, upon request by the PRP Group, execute and record deed notices, restrictive covenants, or other recordable instruments that would be sufficient to restrict all future uses of Owner's Property to non-residential purposes, that will allow for and preserve any institutional or engineering controls that may be imposed on Owner's Property (including, without limitation, prohibition of groundwater extraction from Owner's Property), that would put future owners of Owner's Property on notice of any remaining impacts and property use limitations, that would provide for continuing access as set forth in Paragraph 1 as may be necessary or desirable to conduct the Work or to comply with present or future requirements arising out of the Work, and that would obligate future owners to accept and abide by any future requirements for occupation and/or development of Owner's Property.

d. Owner agrees not to oppose any proposed remedy advocated by the PRP Group and will accept whatever residual impacts remain on Owner's Property as part of the selected remedy. Owner understands and agrees that residual levels of MGP Constituents, treatment byproducts, solidified or stabilized materials, or other materials, may remain in, on, or under the Property, including groundwater, after completion of the Work, and further waive all claims related to said materials and conditions and accepts same.

e. Owner shall notify the PRP Group of any condition of Owner's Property that Owner has actual knowledge of that may threaten the Work on Owner's Property, including the locations of any utilities known by Owner.

f. Owner hereby authorizes the PRP Group and its contractors to erect temporary barricades or fences on Owner's Property to prevent unauthorized persons from entering or drawing near areas where excavation 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.

g. Owner understands and agrees that signs, notices, or placards may be placed on Owner's Property indicating that the activities occurring or the substances present at Owner's Property are dangerous, hazardous, or subject to regulation.

h. Owner 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 operations are anticipated to be noisy.

i. Owner understands and agrees that the Work may take place on weekdays, weekends or both. To the extent reasonably practical, the Work will be performed at a mutually agreeable time.

j. Owner will enforce any and all of Owner's obligations under this Agreement against all tenants and subtenants of Owner's Property to ensure full compliance with this Agreement.

k. Owner agrees to abide by all health and safety regulations established by EPA, FDEP, or the PRP Group.

l. Owner agrees to execute a "Memorandum of Agreement" of the form attached hereto as Exhibit B, which memorandum shall be recorded with the Clerk of Orange County, Florida.

m. Owner represents and warrants that Owner is the fee simple owner of the property owned, as set forth above, each that it is fully authorized to execute this Agreement with respect to its ownership interests, and each that it will fully indemnify, protect, and indemnify the Group against any and all claims by persons who contest ownership of the parcel or owner's authority to execute this Agreement. Owner further represents and warrants that the property is free and clear of any liens, mortgages, or encumbrances that could impair Owner's ability to execute this Agreement.

n. The rights hereby granted to the Group are perpetual and shall run with the land unless and until the Group releases or relinquishes such rights.

7. No Admission of Liability. Owner agrees that the PRP Group, by conducting the Work described herein, does not admit to any liability or responsibility for any condition of Owner's Property.

8. Rights Against Third Parties. PRP Group has and will retain any rights or remedies under environmental law, at law or in equity, against any third party that may have caused, contributed to or in any manner be responsible for any contamination present on Owner's Property or the MGP Constituents on, in, about, or under Owner's Property. To the extent Owner has any such rights, Owner hereby assigns those rights to the PRP Group, individually and jointly. In addition, Owner assigns any insurance rights it may have covering the presence of MGP Constituents on Owner's Property to the PRP Group, individually and jointly.

9. Notices. All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when delivered by hand, courier, or registered or certified mail, postage prepaid, addressed as follows:

If to Owners: **Owner's Designated Representative:**
Robert E Clark II and Natasa M Clark
1565 Sherbrook Dr
Clermont, FL 34711
(R) 407-761-3470, (N) 407-761-4169
E-mail: rclark@eroptics.com, natalia0211000@yahoo.com

If to PRP Group: Greg Corbett
AGL Resources, Inc.
10 Peachtree Place
Atlanta, GA 30309
Phone: (404) 584-3719
E-mail: gcorbett@aglresources.com

With a copy to: Carol R. Geiger
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street NE
Suite 3600
Atlanta, GA 30309
Telephone: (404) 812-0842
Fax: (404) 812-0845
E-mail: cgeiger@kmcllaw.com

Owner and PRP Group may designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

10. Facsimile as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal (sent as set forth above) will be deemed to be "written" and a "writing" for all purposes of this Agreement.

11. Assignment. The rights of the parties under this Agreement are personal and may not be assigned without the prior written consent of the parties hereto. Subject to the foregoing, this 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.

12. Headings. The use of headings, captions, and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and will in no event be considered otherwise in construing or interpreting any provision in this Agreement.

13. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and will be construed to be made a part of this Agreement by such reference.

14. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof, to any person or circumstance, will ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstances (other than those to which it will be invalid or unenforceable) will not be hereby affected and each term, covenant, condition and provision hereof will remain valid and enforceable to the fullest extent permitted by law.

15. 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.

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

17. Applicable Law/Prevailing Party. This Agreement will be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida. Any action brought to enforce the terms and conditions of this Agreement shall be brought only in the state or federal courts in and for Orange County, Florida. In any such action, the prevailing Party shall be entitled to recover from the non-prevailing Party attorney's fees and costs (including paralegal's fees) incurred by the prevailing Party in the action, including mediation, or any appellate proceeding.

18. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and all representations, warranties, inducements, promises

or agreements, oral or otherwise, between the Parties not embodied in this Agreement, other than the simultaneously executed Access Agreement between the parties as to Parcel 4, will be of no force or effect.

19. Modifications. This Agreement will not be modified or amended in any respect except by written agreement by the parties in the same a manner as this Agreement is executed.

20. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all such counterparts together will constitute one and the same instrument.

21. Authority. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

22. Effective Date. This Agreement shall be executed and shall become effective as of the Effective Date.

23. Confidentiality. The terms and conditions of this Agreement shall be deemed confidential and shall not be disclosed to any third party for any purpose, except to the extent related to an assignment as contemplated by Paragraph 11, or related to an effort to enforce a Party's obligations hereunder, or is required to be disclosed to a regulating governmental agency. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the day and year first written above.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

[Remainder of this page intentionally left blank.]

OWNER:

ROBERT E. CLARK II

RE Clark

Date: 3/30/15

NATASA MUDRINSKI CLARK

NC Clark

Date: 3/30/15

ROBERT E. CLARK, II FAMILY TRUST

By RE Clark
Robert E. Clark II, Co-Trustee

and

By NC Clark
Natasa Mudrinski Clark, Co-Trustee

PRP GROUP:

ATLANTA GAS LIGHT COMPANY

Name: _____

Title: _____

Date: _____

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER
CORPORATION)**

Name: _____

Title: _____

Date: _____

CONTINENTAL HOLDINGS, INC.

Name: _____

Title: _____

Date: _____

OWNER:

ROBERT E. CLARK II

NATASA MUDRINSKI CLARK

Date: _____

Date: _____

ROBERT E. CLARK, II FAMILY TRUST

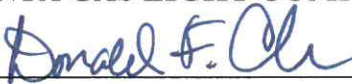
By _____
Robert E. Clark II, Co-Trustee
and

By _____
Natasa Mudrinski Clark, Co-Trustee

PRP GROUP:

ATLANTA GAS LIGHT COMPANY

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER
CORPORATION)**



Name: **DONALD F. CARTER**

Name: _____

Title: **Vice President**

Title: _____

Date: **4-6-2015**

Date: _____

CONTINENTAL HOLDINGS, INC.

Name: _____

Title: _____

Date: _____

OWNER:

ROBERT E. CLARK II

NATASA MUDRINSKI CLARK

Date: _____

Date: _____

**NATASA MUDRINSKI CLARK
FAMILY TRUST**

By _____
Robert E. Clark II, Co-Trustee
and


By _____
Natasa Mudrinski Clark, Co-Trustee

PRP GROUP:

ATLANTA GAS LIGHT COMPANY

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER
CORPORATION)**

Name: _____
Title: _____
Date: _____



Name: Harry K. Sideris
Title: Sr. Vice President, EH&S
Date: 4/1/15

CONTINENTAL HOLDINGS, INC.

Name: _____
Title: _____
Date: _____

OWNER:

ROBERT E. CLARK II

NATASA MUDRINSKI CLARK

Date: _____

Date: _____

**NATASA MUDRINSKI CLARK
FAMILY TRUST**

By _____
Robert E. Clark II, Co-Trustee
and

By _____
Natasa Mudrinski Clark, Co-Trustee

PRP GROUP:

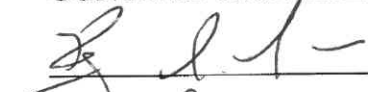
ATLANTA GAS LIGHT COMPANY

**DUKE ENERGY FLORIDA, INC.
(formerly FLORIDA POWER
CORPORATION)**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

CONTINENTAL HOLDINGS, INC.



Name: Ryan McManis
Title: VP - Assistant General Counsel
Date: 5/4/15

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Mayor /Pro Tem

Printed Name: _____

Date: _____

ATTEST:

City Clerk Celeste T. Brown

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

_____, 2015

David J. Bass

Asst. 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

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

“Parcel 5”

(503 West Robinson Street, Orlando, Florida)

Lots 22 and 23, Plat Showing Lots at Orlando Terminus being T.O. & A. Ry Companys Addition to Orlando, according to the plat thereof, as recorded in Plat Book C, Page 99, of the Public Records of Orange County, Florida.

T O & RY COMPANYS ADDITION C/99 LOTS 22 & 23

EXHIBIT "B"

MEMORANDUM OF AGREEMENT

This instrument prepared by and
after recording return to:

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of the _____ day of _____, 2015, by and among **Robert E. Clark, II, individually; Natasa Mudrinski Clark, individually; and the Natasa Mudrinski Clark Family Trust, by and through Robert E. Clark, II and Natasa Mudrinski Clark as Co-Trustees (collectively referred to herein as "Obligor" or "Owner")**, by and through **Robert E. Clark II, as Owner's Designated Representative**, and Atlanta Gas Light Company, a Georgia corporation, Continental Holdings, Inc., a Wyoming corporation, Duke Energy Florida, Inc., formerly known as Florida Power Corporation, a Florida corporation, and the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Obligees").

RECITALS:

A. Obligor and Obligees have entered into that certain "Access Agreement," as of the _____ day of _____, 2015 (the "Agreement") with respect to, among other provisions, the investigation, remediation, and future use restrictions applicable to the following described property, to wit:

See Exhibit "A" attached hereto and hereby incorporated herein ("Property").

B. Obligor and Obligees desire to create public notice of the execution and existence of the Agreement.

NOW THEREFORE, in consideration of the premises hereof, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand by Obligees to Obligor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows:

1. Obligor and Obligees do hereby ratify and confirm the provisions of the Agreement.

2. The terms and conditions applicable to the Property are set forth in full in the Agreement, copies of which are available at the respective offices of the parties hereto, or their successors and assigns.

IN WITNESS WHEREOF, Obligor and Obligees have executed and sealed this Memorandum of Agreement as of the day and year first above written.

Obligor:

RE Clark

Robert E. Clark II, as Owner's Designated Representative

Date: 3/30/15

Signed, sealed and delivered in our presence as witnesses:

Witness: *Sonia*
Print Name: Sonia Oyola

Date: 3/30/15

Witness: *Asha Nanne*
Print Name: Asha Nanne

Date: 3/30/15

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 30th day of March, 2015, by Robert E. Clark II.

Personally Known OR Produced Identification X

Type of Identification Produced: FLDL

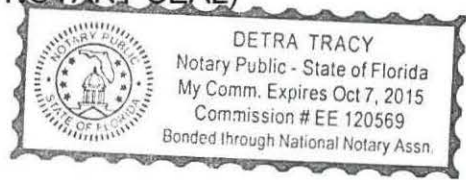
Detra Tracy
Signature of Notary Public

Commission Expires: 10/7/15

Detra Tracy
Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. EE 120569



Obligees:

Atlanta Gas Light Company,
a Georgia corporation

By: Donald F. Carter

Name: DONALD F. CARTER

Title: Vice President

Date: 4-6-2015

(CORPORATE SEAL)

Signed, sealed and delivered
in our presence as witnesses:

Witness: [Signature]
Print Name: J. ING WOODS

Date: 4/6/15

Witness: [Signature]
Print Name: CHEN-I MIRO

Date: 4/6/2015

STATE OF GA
COUNTY OF Henry

The foregoing instrument was acknowledged before me this 6th day of April, 2015, by Donald Carter.

Personally Known OR Produced Identification

Type of Identification Produced:

[Signature]
Signature of Notary Public

Commission Expires: 3/16/19

Lucy Blizard
Print Name of Notary Public



Commission No. W-00234875

Duke Energy Florida, Inc.,
formerly known as Florida Power Corporation, a
Florida corporation

By: *Harry K. Sideris*

Name: Harry K. Sideris

Title: Sr. Vice President, EH&S

Date: 4/9/15

(CORPORATE SEAL)

Signed, sealed and delivered
in our presence as witnesses:

Witness: *Carolyn Q. Hill*

Date: 4/9/2015

Print Name: Carolyn Q. Hill

Witness: *Eva J. Woodard*

Date: 4/9/2015

Print Name: Eva J. Woodard

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 9th day of
April, 2015, by Harry K. Sideris.

Personally Known OR Produced Identification

Type of Identification Produced:

Commission Expires: 1/29/2017

Kristi L. Aiken
Signature of Notary Public

Kristi L. Aiken
Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. N/A



Continental Holdings, Inc.,
a Wyoming corporation

By: [Signature]

Name: RYAN McMANIS

Title: VP

Date: 5/15/15

(CORPORATE SEAL)

Signed, sealed and delivered
in our presence as witnesses:

Witness: [Signature]
Print Name: Kim Bartlett

Date: May 15, 2015

Witness: [Signature]
Print Name: Shelley Sturdevant

Date: May 15, 2015

STATE OF Colorado
COUNTY OF Broomfield

The foregoing instrument was acknowledged before me this 15th day of May, 2015, by Ryan McManis.

Personally Known OR Produced Identification

Type of Identification Produced:

[Signature]
Signature of Notary Public

Commission Expires: STATE OF COLORADO
NOTARY ID 20124071845
MY COMMISSION EXPIRES 11/07/2016

Heather Kavanaugh
Print Name of Notary Public

(AFFIX NOTARY SEAL)

Commission No. _____

CITY OF ORLANDO, FLORIDA

(SEAL)

By: _____
Mayor /Pro Tem

Printed Name: _____

Date: _____

ATTEST:

City Clerk Celeste T. Brown

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

_____, 2015

David J. Bass

Asst. 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

EXHIBIT "A"
(Legal Description of Property)

"Parcel 5"

(503 West Robinson Street, Orlando, Florida)

Lots 22 and 23, Plat Showing Lots at Orlando Terminus being T.O. & A. Ry Companys Addition to Orlando, according to the plat thereof, as recorded in Plat Book C, Page 99, of the Public Records of Orange County, Florida.

T O & RY COMPANYS ADDITION C/99 LOTS 22 & 23