

**ORLANDO GASIFICATION PLANT SITE  
FIFTH ESCROW AGREEMENT**

This Orlando Gasification Plant Site Fifth Escrow Agreement (“Fifth Escrow Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“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;

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

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

**Peoples Gas System**, a division of Tampa Electric Company (“PGS”), a Florida corporation with its principal offices located at 702 North Franklin Street, Tampa, Florida, 33601; 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 Participating Group.**

1.1 The Parties are organized as the Orlando Gasification Plant Site Participating Group (the “Orlando Participating Group”).

1.2 On September 30, 2003, AGLC, Duke and 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”).

1.3 The Parties and EPA have agreed the next phase of the OU2 RI/FS task would be the completion of a multi-year pilot study of groundwater extraction of the OU2 aquifer as governed by a Pilot Study Work Plan to be approved by EPA (“Pilot Study”).

1.3 The Parties 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”).

1.4 AGLC, Duke, CHI, Pierce and the City entered into the Orlando Manufactured Gas Plant Site Final Allocation Agreement (CHI and the City), dated October 23, 2014, pursuant to which the City agreed to participate in funding 10%, as a final, fixed allocation of the City’s share of financial responsibility for the OU2 RI/FS tasks for which the costs exceed that specified “Maximum Funding” in the Fourth PA (“City OU2 RI/FS allocation”).

1.5 AGLC, Duke and PGS entered into the Orlando Manufactured Gas Plant Site Allocation Agreement Regarding Peoples Gas System with an effective date of January 26, 2017 (“PGS Allocation Agreement”) wherein PGS agreed to pay 4.25% of the costs for the matters addressed pursuant to the OU1 Consent Decree that were incurred between the effective date of the OU1 RD/RA Participation Agreement and June 1, 2016, and 8.5% of the costs for the matters addressed and/or to be addressed pursuant to the OU1 Consent Decree that were or will be incurred after June 1, 2016, and 0.5% of the costs incurred to develop the OU2 remedy and for the matters addressed and/or to be addressed pursuant to a future Consent Decree for OU2 (“OU2 Consent Decree”).

1.6 AGLC and Duke have agreed to pay, pursuant to a 50%/50% division, the costs not allocated to other Parties or any other entity, as an interim allocation of AGLC’s and Duke’s respective relative shares of the funding for the Pilot Study (“Interim Allocation”).

1.7 The Orlando Participating Group entered into the Orlando Manufactured Gas Plant Site Fifth Participation Agreement, dated \_\_\_\_\_, 2017 (“Fifth Participation Agreement”), to finance and conduct the work required to complete the Pilot Study. The Fifth 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 Fifth Escrow Account (“Fifth Escrow”). The purpose of the Fifth Escrow is to receive, hold, administer, invest, and disburse funds necessary to satisfy the Parties’ obligations under the RI/FS AOC, including completing the Pilot Study, and under the Fifth Participation Agreement, as directed in writing by the representative designated by the Orlando Participating Group (“Group Representative”). Money paid into the Fifth Escrow by the Parties shall be used to pay proper and necessary expenses of the technical work to be conducted pursuant to the RI/FS AOC to continue the OU2 RI/FS task, including completing the Pilot Study, to pay EPA’s oversight costs, to pay and receive settlement payments from property owners, and to pay expenses of administering the Fifth Escrow (“Work”). The Fifth Escrow may not be used to pay stipulated penalties, or any attorneys’ fees or litigation expenses incurred by the Orlando Participating 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 Orlando Participating Group. The Parties and the Escrow Agent shall complete all necessary tasks to establish the Fifth 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 Fifth 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 Fifth 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 Fifth Escrow within ten (10) days after the rendition of this Fifth 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 Fifth Escrow to the Parties pursuant to **Section 7** upon notice from the Group Representative that this Fifth Escrow Agreement is to be terminated; and (vi) perform all other duties required by this Fifth 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, plus a one-time fee of \$600.00 to perform the "Adjustment of Interim Allocation" described in Section 4.5 hereof.

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 Work according to each Party's OU2 RI/FS share as set forth in Section 4.3 of the Fifth Participation Agreement ("Share"), up to a maximum total cost not to exceed \$4.27 million ("Maximum Funding"), which shall constitute the Party's total financial obligation pursuant to this Fifth Escrow Agreement. The Maximum Funding establishes only the maximum amount that may be spent under this Agreement, subject to the voting provisions of Section 6 of the Fifth Participation Agreement, and unless amended as set forth in Section 10. Specifically, the Shares are as follows:

CHI: 14.175%;

City: 3.091% of the initial \_\_\_\_\_ [insert amount remaining under Max Funding of 4th PA] in total expenditures under this Agreement and 10% thereafter;

PGS: 0.5%;

AGLC: 50% of the amount not allocated above = (41.117% of the initial \_\_\_\_\_ [insert amount remaining under Max Funding of 4th PA] in total expenditures under this Agreement; 37.6625% thereafter) (subject to future retroactive amendment as set forth in Section 5 of the Fifth Participation Agreement);

Duke: 50% of the amount not allocated above = (41.117% of the initial \_\_\_\_\_ [insert amount remaining under Max Funding of 4th PA] in total expenditures under this Agreement; 37.6625% thereafter) (subject to future retroactive amendment as set forth in Section 5 of the Fifth Participation Agreement).

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

4.3 Each Party shall periodically fund additional portions of the Work, up to the Maximum Funding limit, pursuant to this Section. The Escrow Agent shall, as necessary, deliver to each Party a request that the Members fund the additional portions of the Work in accordance with the shares set forth in Section 4.1 above, up to the Maximum Funding. 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.

4.4 Failure of any Party to make a timely payment shall be a default. In the event a Party defaults under this Fifth Escrow Agreement, the defaulting Party shall have fifteen (15) 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 Party does not cure the default within such time, the non-defaulting Parties may vote to exclude the defaulting Party from participating further in this Fifth Escrow Agreement, based on a majority vote of the remaining, non-defaulting Parties, whose votes shall be weighted according to their respective allocated shares for the Work and may take any other action allowed by law.

- 4.5 Adjustment of Interim Allocation and other Previous Non-Final Allocations.
- (a) AGLC and Duke have agreed on a process to adjust their Interim Allocation and other previous non-final allocations, at either Party's option, once each has contributed \$2.5 million of their allocated costs to the Fifth Escrow or under a subsequent agreement to a subsequent escrow for OU2 RI/FS or OU2 RD/RA costs. At the conclusion of that process, their established shares will be the "Final Allocation."
- (b) Within thirty (30) days of the determination of the Final Allocation, AGLC's and Duke's payments shall be reconciled with the share that is determined for AGLC and Duke by the Final Allocation, according to the following procedure:
- (i) The Escrow Agent will calculate the amounts that AGLC and Duke have each paid for OU2 RI/FS and OU2 RD/RA tasks since September 19, 2013, the inception of the Fourth PA ("Paid Share").
  - (ii) The Escrow Agent will calculate the amounts that AGLC and Duke are each liable for under the Final Allocation since September 19, 2013 ("Final Share").
  - (iii) The Escrow Agent will calculate the difference between the Paid Share and the Final Share and immediately send a written summary of the calculations to each Member.
  - (iv) If either AGLC's or Duke's Final Share is higher than its Paid Share, then the underpaying Party as between AGLC and Duke will deposit the difference as additional funds into the Fifth Escrow ("Repayment"), to reflect its prior underpayment.
  - (v) If either AGLC's or Duke's Final Share is lower than its Paid Share, then the overpaying Party as between AGLC and Duke shall receive a reimbursement in the amount of the difference ("Reimbursement"), to reflect its prior overpayment.

4.6 **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 dated September 19, 2013 (“Fourth PA”) and Orlando Gasification Plant Site Fourth Escrow Agreement dated September 19, 2013 (“Fourth EA”), the funds deposited under the Orlando Gasification Plant Site OU1 RD/RA Participation Agreement dated October 23, 2014 (“OU1 RD/RA Participation Agreement”) and Orlando Gasification Plant Site OU1 RD/RA Escrow Agreement dated October 23, 2014 (“OU1 RD/RA Escrow Agreement”), and the funds deposited under this Fifth Escrow Agreement and Fifth Participation 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.

4.7 **Financial Assurances.** Each Party warrants that it presently has sufficient funds to pay its share of all costs and payments required by this Fifth Escrow Agreement.

5. **Disbursements from Trust Account.**

5.1 **Method of Invoicing.** Persons retained by the Orlando Participating Group to perform services in connection with the Work 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 according to the process set forth in Paragraph 6 of the Fifth Participation Agreement 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 Fifth Participation Agreement, shall constitute the decision of the Orlando Participating Group and the Group Representative shall proceed in accordance with that decision. In the event that the Orlando Participating 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 Orlando Participating Group's decision to the payee. Resolution of such payment disputes shall be made thereafter in accordance with the Services Agreement between the Orlando Participating Group and the payee.

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

7. **Termination of Fifth Escrow Agreement and Distribution of Funds Upon Termination.** This Fifth 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 Fifth Escrow Agreement, shall be refunded to the Parties who have met all payment requirements of this Fifth Escrow Agreement, based on the Parties' pro-rata shares identified in **Section 4** hereof, within a reasonable time after such termination. The Escrow Agent may terminate this Fifth 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 Fifth Escrow Agreement.

8. **Group Representative.** The Orlando Participating Group has selected as its Group Representative:

Greg Corbett, P.E.  
Managing Director – Environmental Services  
Southern Company Gas  
Ten Peachtree Place, Suite 1000  
Atlanta, GA 30309  
Telephone: (404) 584-3719  
Facsimile: (404) 584-3499  
Email: gcorbett@southernco.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 Orlando Participating Group by submitting the name of the new person 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 Fifth Escrow Agreement.

The indemnification provision in this Section 8 is made subject to the limitations of Section 768.28, Florida Statutes. 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 the Fifth Participation Agreement and this Fifth Escrow Agreement. Nothing herein shall be construed to waive the City's sovereign immunity. Nothing in this paragraph shall in any way diminish the liability of other members of the Orlando Participating Group under the provisions of this indemnity.

9. **Default.**

9.1 A Party shall be in default under this Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth 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 Fifth Escrow (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. This Section 11 shall survive the termination of this Fifth Escrow Agreement.

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 to the addresses set forth below or to such other address as the recipient may designate in writing to all parties and shall be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation, or (iv) sent by email, in which case notice will be deemed complete upon receipt of an electronic "read receipt" or a response from the recipient.

12.1 Notice to the Group Representative shall be addressed for delivery to:

Greg Corbett, P.E.  
Managing Director – Environmental Services  
Southern Company Gas  
Ten Peachtree Place, Suite 1000  
Atlanta, GA 30309  
Telephone: (404) 584-3719  
Facsimile: (404) 584-3499  
Email: gcorbett@southernco.com

12.2 Notice to a Party will be addressed for delivery as set forth on the signature page of the Party to this Fifth 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. **Effective Date.** This Agreement shall be executed and shall become effective as of the Effective Date; provided, however, that the City shall have such additional time as may be necessary to obtain the formal approval of this Agreement by the City Council and formal execution of this Agreement by the Mayor of Orlando, if required by law.

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

15. **Denial of Liability.** It is agreed that neither the act of entering into this Fifth Escrow Agreement nor any contribution to the Fifth Escrow nor any action taken under this Fifth Escrow Agreement or the Fifth 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 by any or all of them to undertake any activities with respect to the Site other than those already agreed to in the RI/FS AOC or expressly agreed to in the Fifth Participation Agreement and/or Fifth Escrow Agreement.

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

17. **Governing Law and Venue.** For purposes of enforcement or interpretation of this Fifth 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.

18. **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 Fifth Escrow Agreement, shall not be affected by such invalidity or unenforceability.

19. **Conflict.** In the event of a conflict between this Fifth Escrow Agreement and the Fifth Participation Agreement, the Fifth Participation Agreement shall govern.

20. **Time of Essence.** Time is of the essence in the performance of the terms of this Fifth Escrow Agreement.

21. **Execution in Counterparts.** This Fifth 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.

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 email, shall be binding upon all Parties and deemed as originals.

The acceptance of the terms and conditions of this Fifth 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 12-17.]**

**Escrow Agent:**

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

Signed in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

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.  
Managing Director – Environmental Services  
Address: Southern Company Gas  
Ten Peachtree Place  
Suite 1000  
Atlanta, GA 30309  
Telephone: (404) 584-3719  
Facsimile: (404) 584-3499  
Email: gcorbett@southernco.com

And a copy to:

Name: Jennifer A. Simon  
Kazmarek Mowrey Cloud Laseter LLP  
Address: 1230 Peachtree Street, Suite 3600  
Atlanta, Georgia 30309  
Telephone: (404) 812-0126  
Facsimile: (404) 812-0845  
E-mail: jsimon@kmcllaw.com

**Duke Energy Florida, LLC,  
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: Marla Reardon  
Lead Environmental Specialist  
Duke Energy Corporation

Address: 299 1<sup>st</sup> Avenue, N.  
St. Petersburg, FL 33701

Telephone: 727-820-5884  
Facsimile:  
E-mail: Marla.Reardon@duke-energy.com

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  
E-mail: george@gramlinglaw.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.

\_\_\_\_\_, 20\_\_

City Attorney, Orlando, Florida

Designated Representative for Receipt of Notice:

Name: Sarah R. Taitt, 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: sarah.taitt@cityoforlando.net

**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: Ryan McManis  
Vice President and Deputy General Counsel  
Address: CenturyLink  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
Telephone: (720) 888-1318  
Facsimile: (720) 888-5619  
E-mail: ryan.mcmanis@centurylink.com

And a copy to:

Name: David L. Isabel, Esq.  
Address: McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, NJ 07068  
Telephone: (973) 622-5159  
Facsimile: (973) 622-3744  
E-mail: disabel@msbnj.com



**Peoples Gas System, a division of Tampa  
Electric Company, a Florida corporation**

Address:

Signed in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Designated Representative for Receipt of Notice:

Name: William L. Pence, Esq.  
Address: Baker Hostetler  
200 S. Orange Ave  
Suite 2300  
Orlando, FL 32801-3432  
Telephone: (407) 649-4095  
Facsimile: (407) 841-0168  
E-mail: wpence@bakerlaw.com

**Exhibit "A"**

**NOTICE FROM ESCROW AGENT**

Date

Dear Orlando Gasification Plant Site Orlando Participating Group Member:

Pursuant to the Orlando Gasification Site Fifth Participation Agreement dated \_\_\_\_\_, and the Fifth 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, LLC  
Designated Representative  
Atlanta Gas Light Company  
Designated representative  
Continental Holdings, Inc.  
Designated Representative  
City of Orlando  
Designated Representative  
Peoples Gas System

**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 Fifth Participation Agreement dated \_\_\_\_\_, 201\_, and the Fifth Escrow Agreement dated \_\_\_\_\_, 201\_, 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:

<b>PROJECT DESCRIPTION</b>	<b>INVOICE NO.</b>	<b>BILLING PERIOD</b>	<b>AMOUNT</b>
			\$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  
Atlanta Gas Light Company and  
The Orlando Group

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