

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 11 2012 KJNP

ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT AND LICENSE

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT AND LICENSE (“**Agreement**”) is entered into this 21st day of August 2012, (“**Effective Date**”) between Progress Energy Service Company, LLC as agent for Florida Power Corporation d/b/a Progress Energy Florida, Inc., whose address is 410 South Wilmington Street, Raleigh, NC 27601, (hereinafter referred to as “**PGN**”), and Orange County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as “**Host**”).

WHEREAS, PGN is party to a certain Assistance Agreement with the United States Department of Energy (the “**Grant**”) which among other things partially funds Electric Vehicle Supply Equipment (“**EVSE**”) locations in designated locations throughout PGN’s regulated service territory; and

WHEREAS, PGN and Host agree to work together to establish EVSE locations on Host’s property described in Exhibit “A” to this Agreement, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, PGN and Host agree as follows:

SECTION 1. LICENSE

a. Use of the Site. Host hereby grants to PGN the right to locate, construct, install, own, use, operate, maintain, modify, upgrade and remove the EVSE on property owned by the Host (the “**Site**”). The Site is depicted on Exhibit “A” attached hereto and thereby made a part of this Agreement. PGN acknowledges that the Site is provided in “as is” condition with all faults. Host will provide PGN an area for use as staging and storage during the period of construction and installation of the EVSE. Host may require PGN to relocate the staging and storage area upon providing no less than five (5) days prior notice. Upon completion of the installation of the EVSE, or relocation of the staging and storage area, PGN shall restore said area to the condition of the area immediately prior to use of the area by PGN, normal wear and tear excepted. The terms and conditions of this License apply to the staging and storage area and the Site. PGN, through PGN’s network of authorized third party independent contractors, shall construct, install, and attach the EVSE in accordance with good engineering practices, in a good and workmanlike manner, and in accordance with all applicable federal, state, and local laws, rules, regulations and building codes, and the following provisions. PGN’s network of authorized third party independent contractors’ installation, construction, operation, maintenance, repair and removal of the EVSE shall conform with the following requirements:

1. The design, permitting, construction, installation, use, operation, repair, maintenance and removal of the EVSE shall be performed by PGN's network of authorized third party independent contractors' at PGN's sole cost and expense (except with regard to expenses under Section 6 "Termination").

2. PGN, through PGN's network of authorized third party independent contractors, shall not use any Hazardous Materials without first disclosing in writing the Hazardous Materials to be used, the nature of the use, and subject to the prior written approval of Host. "Hazardous Materials" means any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 6901, et seq.), "toxic substances" as defined in the Toxic Substances Control Act (15 USC 2601 et seq.), as amended, and in the regulations adopted, published, and promulgated thereto, or in any other laws and regulations. Under no circumstances shall Hazardous Materials be stored, discharged, or disposed of on the Site at any time. PGN shall, at its expense, remove, transport and dispose of all Hazardous Materials (a) brought by PGN to the Site, or (b) created during PGN's use or handling or combination of non-Hazardous Materials brought by PGN to the Site at any time.

3. Construction and installation of the EVSE by PGN shall only be authorized after Host has issued PGN a Notice to Proceed.

4. PGN's network of authorized third party independent contractors shall at all times keep the Site free from waste materials or rubbish caused by the construction, installation, use, operation, maintenance, repair, relocation, and removal of the EVSE. PGN's network of authorized third party independent contractors shall remove all waste materials or rubbish from and around the Site caused by the performance of any work relating to the EVSE. Furthermore, PGN shall be solely responsible for the proper disposal of waste materials or rubbish.

5. PGN represents that PGN's network of authorized third party independent contractors has the experience and capability to install, operate, maintain, and remove the EVSE on the Site. PGN shall utilize only fully qualified, trained employees, contractors, or subcontractors in the performance of all work and services related to the construction, installation, use, operation, testing, maintenance, repair, and removal of the EVSE. PGN shall be solely responsible for the work of its employees, contractors, and subcontractors.

6. PGN's network of authorized third party independent contractors shall obtain all licenses, permits and approvals required by applicable law, code or ordinance, all at PGN's sole cost and expense, prior to commencement of installation and construction of the EVSE. Without limiting the foregoing, the installation, use, maintenance, repair and removal of the EVSE shall comply with all applicable law, code and ordinance of any governmental or quasi-governmental authority having jurisdiction over the EVSE.

7. The EVSE shall constitute “Non-Standard Improvements” and must be removed by PGN, at PGN’s expense (except under Section 6 “Termination”), upon the termination of this Agreement or PGN’s vacation of the Site.

8. PGN and its employees, contractors, and subcontractors shall conform with all policies approved by the Orange County Convention Center, with regard to access to the Host’s Property, the Site, and the EVSE.

b. Access Rights. Host hereby grants and conveys to PGN a non-exclusive license in, on, over, across, under, and throughout the Site for the sole purposes of installing, owning, using, operating, inspecting, maintaining, testing, replacing, modifying, relocating, upgrading and removing the EVSE. All such access shall be subject to PGN, its employees, contractors, and subcontractors complying with the Convention Center’s Security requirements for access. The Security requirements shall include, but not be limited to, those set forth in Exhibit “B”, attached hereto and thereby made a part of this Agreement.

SECTION 2. EVSE INSTALLATION, MAINTENANCE AND TITLE

a. PGN, through PGN’s network of authorized third party independent contractors and at PGN’s expense, shall provide, install, maintain, repair, replace, or remove (collectively the “Work”) the EVSE on the Site. The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables, and equipment. PGN shall provide electric utility services to Host, and Host shall pay for such service consistent with the applicable electric utility tariff in force and effect. PGN, in PGN’s sole discretion, shall have the right to repair, modify or replace the EVSE at any time during the Term of this Agreement.

b. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with PGN. Host shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Site by Host shall not include the EVSE.

SECTION 3. HOST’S EVSE OBLIGATIONS

Throughout the Term of this Agreement:

a. Host shall grant to PGN such access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by PGN and Host for the Work. Host shall also ensure that the Site is zoned to allow the EVSE’s availability to the general public unless such area is restricted based upon event activity which may occur occasionally. If the Work requires any improvements to the Site that exceed PGN’s pre-determined maximum Site costs, Host will be notified in writing and if Host approves, Host shall be responsible for such improvement at Host’s sole expense.

b. Until the EVSE is deemed non-functional (in PGN’s sole discretion) or until this Agreement expires or is terminated by either party, Host consents to and shall permit both PGN and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer

or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSE with respect to vehicle charging activity, vehicle usage and technical performance (the “Data”) of the vehicle and EVSE. If at any time prior to the expiration or termination of this Agreement, the Host becomes aware that the EVSE fails to operate or otherwise requires repair, Host shall promptly notify PGN and PGN will repair the EVSE. Host agrees that PGN shall have no EVSE repair or maintenance obligations or responsibilities following expiration or termination of this Agreement.

c. The EVSE shall be open during business hours of the Orange County Convention Center and made available to the general public unless the parking area is restricted based upon event activity which may occur occasionally. Host shall not charge any person or entity to use the EVSE; however, users of the EVSE will be required to pay the prevailing rate for use of the parking facility by the general public. At Host’s sole cost and expense, Host shall reserve suitable peripheral parking space or other space required for the general public to utilize the EVSE and mark and reserve such space with a sign stating that the space shall be “**For Electric Vehicle Use.**”

d. Host shall comply with all applicable rules and regulations of federal, state or county regulatory agencies relating to the Work and operation of the EVSE, including environmental requirements associated therewith.

e. With respect to any marketing materials including, but not limited to, logos, stickers, decals or signage made a part of equipment purchased or infrastructure established, or any printed materials or other marketing and/or outreach materials, or websites created under this Agreement, Host agrees: i) to consider erecting qualifying signage identifying the EVSE as “being funded by the American Recovery and Reinvestment Act”; and ii) to submit any such marketing materials and signage for prior review and approval by PGN, which approval shall not be unreasonably denied or delayed.

f. Host should maintain the area surrounding the EVSE and will promptly notify PGN of any problems related to the EVSE. Such maintenance includes, but is not limited to, pavement maintenance, and the repair or replacement of security lighting.

g. Host agrees to cooperate with PGN in fulfilling PGN’s reporting requirements to the United States Department of Energy and/or other federal, state or local regulatory or governing entities. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at PGN’s expense. If Host fails to meet any of its obligations under this Agreement, PGN may terminate this Agreement, and remove the EVSE and redeploy it to another site. However, Host shall be notified of any unsatisfactory inspections and allowed a reasonable timeframe to remedy the situation prior to the units being removed.

SECTION 4. TERM

This Agreement shall be effective as of the date of execution by both parties. The Term shall commence on the date of installation of the EVSE and (unless terminated sooner) shall continue for a period of two (2) years, unless sooner terminated or extended as provided herein.

SECTION 5. END OF TERM OPTIONS; TAXES

At the end of the Term, should PGN, in PGN's sole discretion, opt to transfer ownership of the EVSE to Host at the then current EVSE fair market value and Host agrees to accept such transfer of ownership in Host's sole discretion, then PGN will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the transfer of the EVSE's from PGN to Host that Host agrees to complete Form W-9, "Request for Taxpayer Identification Number and Certification." Following notification from Host to PGN of Host's decision to forego acceptance of the EVSE, PGN will remove the EVSE within sixty (60) days of Host's request and take possession of the EVSE, all at no cost to Host.

SECTION 6. TERMINATION

a. If due to a physical relocation of the Site within PGN's regulated service territory, Host requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a thirty (30) days notification from Host to PGN advising PGN of Host's relocation request, Host shall thereafter select its own independent contractor to remove and relocate the EVSE, all at Host's sole cost and expense. Following the removal and relocation of the EVSE by Host's independent contractor, this Agreement shall remain in effect for the remainder of the Term.

b. If either due to a physical relocation of the Site outside of PGN's regulated service territory or due to Host's convenience, Host thereafter requests termination of the Agreement prior to the expiration of the Term, then following notification from Host to PGN advising PGN of Host's termination, PGN or a PGN authorized independent contractor shall remove and take possession of the EVSE within sixty (60) days of Host's request and Host shall pay PGN the cost of removing the EVSE, which shall not exceed six hundred dollars (\$600.00). PGN's or PGN's authorized independent contractor's removal and possession of the EVSE shall not include any removal or possession of any associated cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE. All such ancillary hardware will be disconnected and properly secured by PGN or PGN's authorized independent contractor and left in place at the Site. PGN shall restore the area at which the EVSE was located to the condition of the Site at the time immediately prior to installation of the EVSE, normal wear and tear excepted.

SECTION 7. TITLE TO EQUIPMENT AND DATA

Unless or until PGN transfers title to the EVSE to Host, at all times under this Agreement, PGN shall own and maintain title to the EVSE. The Host shall not make any alterations, changes or modifications to the EVSE without first securing prior written permission from PGN and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE (“**Data Rights**”) shall also immediately vest in PGN. PGN shall have the exclusive right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle support equipment and for any other PGN business purpose until PGN transfers title of the EVSE to Host, whereupon Host shall acquire the Data Rights and PGN and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor (along with their respective parent, affiliates, subsidiaries and third parties) shall retain the rights set forth in Section 2. b. of this Agreement. Notwithstanding the Data Rights reserved above, PGN shall provide Host with usage reports on a regular basis as agreed upon by Host and PGN.

SECTION 8. INSURANCE COVERAGE

a. Host’s Insurance Responsibility.

1. Host shall provide and maintain in full force and effect (at no additional cost to PGN) for the duration of the Agreement, the insurance coverage as set forth under this Section 8(a). Host shall have the right to satisfy its insurance obligations under this Agreement by means of self-insurance and shall provide evidence of such self-insurance (through a letter or otherwise to PGN) prior to any Work being initiated under this Agreement.

2. Host is a fully qualified liability self-insurer under Section 768.28, Florida Statutes, to the extent and limits provided by the statute. The statutory limits are \$200,000 per any one person and \$300,000 per aggregate for any one incident. This self-insurance will cover the actions of Host’s officers, agents, employees and volunteers while acting in the scope and course of their employment for Host.

3. Host is a fully qualified self-insurer under Section 440, Florida Statutes, for Workers’ Compensation. This self-insurance will cover the actions of Host’s officers, agents, employees and volunteers while acting in the scope and course of their employment for Host.

4. Host shall not be responsible for providing any all risk property insurance to cover any replacement value to PGN’s equipment, supplies or any other property owned, leased or held by PGN that is place on the Site.

b. PGN’s Insurance Responsibility.

1. PGN shall provide and maintain in full force and effect (at no additional cost to Host) for the duration of the Agreement, the insurance coverage as set forth under this Subsection 8.b. PGN shall have the right to satisfy its insurance obligations under this Agreement by means of self-insurance and shall provide evidence of such self-insurance (through a letter or otherwise to Host) prior to any Work being initiated under this Agreement. PGN is a fully qualified self-insurer in compliance with the laws and regulations of the State of Florida. Self-insurance will cover the actions of PGN, its officers, agents, and employees while acting in the scope and course of their employment for PGN.

2. General Liability Insurance in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. PGN will maintain such insurance coverage, during the term of this Agreement.

3. Business Automobile Liability Insurance with most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 per accident. PGN will maintain such insurance coverage, during the term of this Agreement.

4. Workers' compensation coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 for employers' liability. This coverage shall include a waiver of subrogation in favor of Host and its officers, employees, and agents.

5. If PGN allows any of the required insurance to lapse and fails to secure new coverage within five (5) working days, then Host can terminate this Agreement by giving PGN no less than five (5) days written notice that Host intends to terminate this Agreement.

6. Prior to accessing the Site: i) PGN shall require its network of authorized third party independent contractors and subcontractors performing work as described in this Agreement to procure and maintain worker's compensation, commercial general liability, business auto liability coverage in at least the same amount as specified herein; and ii) PGN shall require its network of authorized third party independent contractors and subcontractors performing work as described in this Agreement to list the Host as an additional insured on all general liability policies and provide Host with proof of such.

7. If any contractor or subcontractor fails to procure or maintain the required insurance, then Host can terminate this Agreement by giving no less than five (5) working days written notice that Host intends to terminate this Agreement.

SECTION 9. INDEMNIFICATION

To the fullest extent permitted by law, each Party to this Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions or anyone acting under its direction, control and on

its behalf. Nothing contained herein shall constitute a waiver by Host of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 10. WARRANTY

a. PGN WARRANTS THAT EVSE WORK PERFORMED BY PGN'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, PGN MAY, IN PGN'S SOLE DISCRETION, REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF PGN TO COMPLY WITH PGN'S WARRANTY OBLIGATIONS, AND PGN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE PGN'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF PGN TO MEET PGN'S WARRANTY OBLIGATIONS.

b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST OPT TO ACCEPT TITLE TRANSFER OF THE EVSE FROM PGN, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE TRANSFER WILL BE AS-IS WITH NO WARRANTIES FROM PGN AND HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY). UPON TRANSFER OF THE EVSE AND ALL ANCILLARY EQUIPMENT TO HOST, PGN SHALL ENDEAVOR TO TRANSFER ANY APPLICABLE MANUFACTURER AND CONTRACTOR WARRANTIES TO HOST.

SECTION 11. LIMITS OF LIABILITY

a. NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED TO: I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; II) ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO PGN OR PGN'S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK;

III) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR IV) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.

b. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 12. MISCELLANEOUS PROVISIONS

a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including: i) compliance with the Americans With Disabilities Act, as amended; and ii) compliance with the minimum rates for wages for laborers and mechanics as determined by the United States Secretary of Labor in accordance with the provisions of the Davis-Bacon Act as amended and any related provisions.

b. Assignment. This Agreement shall not be assigned except with the prior written consent of all parties hereto except that PGN expressly reserves the right to assign this Agreement, in whole or in part, to any successor in interest by reason of merger, consolidation, reorganization or other change of legal existence or status of PGN. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.

c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render PGN and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between the parties.

d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, PGN and Host shall substitute a provision by mutual agreement that preserves the original intent of the parties as closely as possible under applicable law.

e. Governing Law. This Agreement has been entered into and delivered in the State of Florida. This Agreement shall be construed, interpreted, controlled in accordance with, and governed by, the laws of the State of Florida.

f. Public Communication. Both parties agree to cooperate in maintaining good community relations.

g. Non-waiver. Either party's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or either party's waiver of any breach hereunder shall not thereafter waive any of a party's rights or privileges under this Agreement or

at law. Any waiver of any specific breach shall be effective only if given expressly by a party in writing.

h. Merger. This Agreement embodies the entire agreement between PGN and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.

i. Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing PGN to release and share Host's name, address and telephone number for the Work with PGN's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSE to Host.

j. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 7 (Title To Equipment And Data); Section 8 (Insurance Coverage); Section 9 (Indemnification); Section 10 (Warranty); Section 11 (Limits of Liability); Section 12a. (Compliance With Laws) and Section 12(i). (Privacy Law).

k. Appropriation. The obligation of Host to fund any expenditures required by this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential Host services have been budgeted and appropriated, sufficient monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the Host shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the Host pursuant to this Agreement.

l. Notice. Any Notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such Notice in the United States Mail, postage prepaid, certified, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

To PGN: Progress Energy Carolina, Inc
 Attn: Mr. Jerry Piche TPP-19
 PO Box 1981
 Raleigh, NC 27602-1981

To HOST: Orange County Environmental Protection Division
 800 Mercy Drive, Suite 4
 Orlando, Florida 32808
 ATTN: Manager

With Copy to: Executive Director
Orange County Convention Center
9899 International Drive
Orlando, FL 32819

All such Notices or other communications shall be deemed effective (i) upon delivery, if delivered by hand, certified mail or private courier, or (ii) upon refusal of delivery if properly addressed.

IN WITNESS WHEREOF, the parties execute this Agreement by their signatures or the signature of their authorized agents, as of the date first above written.



HOST:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

For Teresa Jacobs
By: [Signature]

Teresa Jacobs
County Mayor

Date: 9-13-12

ATTEST: Martha O. Haynie, County Comptroller
as Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk

Date: SEP 13 2012

PGN:

FLORIDA POWER CORPORATION
D/B/A PROGRESS ENERGY FLORIDA,
INC.

By: Robert M. Davidson
By: _____

NAME (printed): Robert M. Davidson
NAME (printed): _____

As its: Mgr. Demand Response
Title: _____
8/15/12

Attest: _____

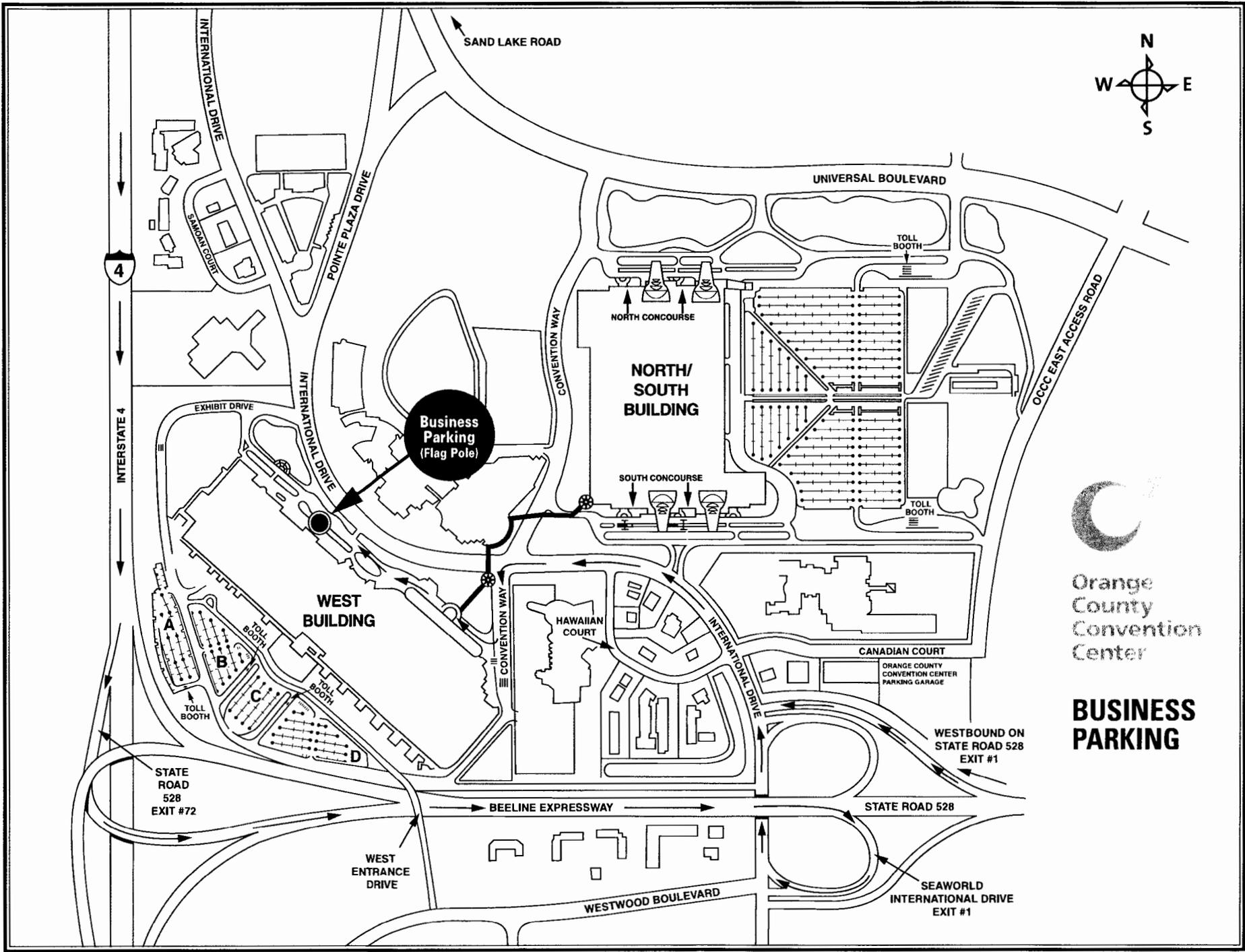
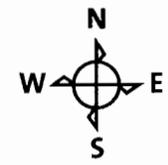
(Seal)

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

Indicate your Social Security Number **OR** your Federal Tax Identification Number (FTIN). This number shall correspond with the Host name indicated above and shall be the same Federal Tax Identification Number under which you report income. COMPLETE ONLY ONE.

Federal Tax ID #

Social Security #



Orange
County
Convention
Center

**BUSINESS
PARKING**