

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 20, 2012

FLORIDA POWER CORPORATION
d/b/a Progress Energy Florida, Inc.
(Exact Name of Registrant as Specified in its Charter)

Florida
(State or Other Jurisdiction
of Incorporation)

001-3274
(Commission
File Number)

59-0247770
(IRS Employer
Identification No.)

299 First Avenue North, St. Petersburg, Florida 33701
(Address of Principal Executive Offices, including Zip Code)

(727) 820-5151
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

On November 20, 2012, Florida Power Corporation d/b/a Progress Energy Florida, Inc. (the “Company”) consummated the issuance and sale of the securities described below pursuant to an underwriting agreement, dated as of November 15, 2012 (the “Underwriting Agreement”), with Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which the Company agreed to issue and sell to the Underwriters \$250,000,000 aggregate principal amount of the Company’s First Mortgage Bonds, 0.65% Series due 2015 and \$400,000,000 aggregate principal amount of the Company’s First Mortgage Bonds, 3.85% Series due 2042 (collectively, the “Mortgage Bonds”). The Mortgage Bonds were sold to the Underwriters at discounts to their principal amounts. The Mortgage Bonds were issued under the Indenture, dated as of January 1, 1944, as amended from time to time, including by the Fifty-First Supplemental Indenture (the “Supplemental Indenture”), dated as of November 1, 2012, between the Company and The Bank of New York Mellon, as successor Trustee, relating to the Mortgage Bonds. The disclosure in this Item 8.01 is qualified in its entirety by the provisions of the Indenture, the Supplemental Indenture, which is filed as Exhibit 4.1 hereto, and the Underwriting Agreement, which is filed as Exhibit 99.1 hereto. Such exhibits are incorporated herein by reference. Also, in connection with the issuance and sale of the Mortgage Bonds, the Company is filing a legal opinion regarding the validity of the Mortgage Bonds as Exhibit 5.1 to this Form 8-K for the purpose of incorporating the opinion into the Company’s Registration Statement No. 333-179835-01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
Exhibit 4.1	Fifty-First Supplemental Indenture dated as of November 1, 2012 between the Company and The Bank of New York Mellon, as successor Trustee
Exhibit 5.1	Opinion regarding validity of the Mortgage Bonds
Exhibit 23.1	Consent (included as part of Exhibit 5.1)
Exhibit 99.1	Underwriting Agreement, dated as of November 15, 2012, between the Company and Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 20, 2012

FLORIDA POWER CORPORATION
d/b/a Progress Energy Florida, Inc.

By: /s/ Robert T. Lucas III, Esq.

Name: Robert T. Lucas III, Esq.

Title: Assistant Secretary

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
Exhibit 4.1	Fifty-First Supplemental Indenture dated as of November 1, 2012 between the Company and The Bank of New York Mellon, as successor Trustee
Exhibit 5.1	Opinion regarding validity of the Mortgage Bonds
Exhibit 23.1	Consent (included as part of Exhibit 5.1)
Exhibit 99.1	Underwriting Agreement, dated as of November 15, 2012, between the Company and Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, as representatives of the several underwriters named therein

This instrument was prepared
under the supervision of:
Kristen B. Parker, Associate General Counsel
Florida Power Corporation
d/b/a Progress Energy Florida, Inc.
299 First Avenue North
St. Petersburg, Florida 33701

FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.

TO

THE BANK OF NEW YORK MELLON, TRUSTEE

FIFTY-FIRST
SUPPLEMENTAL INDENTURE

Dated as of November 1, 2012

This is a security agreement covering personal property as
well as a mortgage upon real estate and other property.

SUPPLEMENT TO INDENTURE
DATED AS OF JANUARY 1, 1944, AS SUPPLEMENTED

NOTE TO RECORDER: Nonrecurring Intangible Taxes and Documentary Stamp Taxes have been collected by the Pinellas County Circuit Court Clerk. With respect to the Nonrecurring Intangible Taxes due, the Intangible Tax Base was calculated in compliance with Subsections (1) and (2) of Section 199.133 of the Florida Statutes and is \$57,460,000.

TABLE OF CONTENTS*

	<u>Page</u>
Recitals	1
Granting Language	4
Article I—The New Series Bonds	5
A. Creation of First Mortgage Bonds, 0.65% Series Due 2015	5
B. Creation of First Mortgage Bonds, 3.85% Series Due 2042	9
C. Form of the New Series Bonds	13
D. Interest on the New Series Bonds	19
Article II—Additional Covenants	20
Article III—Sundry Provisions	20
<u>EXHIBITS:</u>	
Exhibit A—Recording Information	A-1
Exhibit B—Property Descriptions	B-1

* The headings listed in this Table of Contents are for convenience only and should not be included for substantive purposes as part of this Supplemental Indenture.

RECITALS

SUPPLEMENTAL INDENTURE, dated as of the 1st day of November 2012, made and entered into by and between **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a corporation of the State of Florida (hereinafter sometimes called the “Company”), party of the first part, and **THE BANK OF NEW YORK MELLON** (formerly known of record as The Bank of New York), a New York banking corporation, whose post office address is 101 Barclay Street, New York, New York 10286, as successor trustee (hereinafter sometimes called the “Trustee”), party of the second part.

WHEREAS, the Company has heretofore executed and delivered an indenture of mortgage and deed of trust, titled the Indenture, dated as of January 1, 1944, and the same has been recorded in the public records and on the dates listed on **Exhibit A** hereto, and for the purpose of preventing the extinguishment of said Indenture under Chapter 712, Florida Statutes, the above-referred-to Indenture applicable to each county in which this instrument is recorded is hereby incorporated herein and made a part hereof by this reference thereto (said Indenture is hereinafter referred to as the “Original Indenture” and with the below-mentioned fifty Supplemental Indentures and this Supplemental Indenture and all other indentures, if any, supplemental to the Original Indenture collectively referred to as the “Indenture”), in and by which the Company conveyed and mortgaged to the Trustee certain property therein described to secure the payment of all bonds of the Company to be issued thereunder in one or more series; and

WHEREAS, pursuant to and under the terms of the Original Indenture, the Company issued \$16,500,000 First Mortgage Bonds, 3 3/8% Series due 1974; and

WHEREAS, subsequent to the date of the execution and delivery of the Original Indenture, the Company has from time to time executed and delivered fifty indentures supplemental to the Original Indenture (together with this Supplemental Indenture, collectively, the “Supplemental Indentures”), providing for the creation of additional series of bonds secured by the Original Indenture and/or for amendment of certain terms and provisions of the Original Indenture and of indentures supplemental thereto, such Supplemental Indentures, and the purposes thereof, being as follows:

<u>Supplemental Indenture and Date</u>	<u>Providing for:</u>
<i>First</i> July 1, 1946	\$4,000,000 First Mortgage Bonds, 2 7/8% Series due 1974
<i>Second</i> November 1, 1948	\$8,500,000 First Mortgage Bonds, 3 1/4% Series due 1978
<i>Third</i> July 1, 1951	\$14,000,000 First Mortgage Bonds, 3 3/8% Series due 1981
<i>Fourth</i> November 1, 1952	\$15,000,000 First Mortgage Bonds, 3 3/8% Series due 1982
<i>Fifth</i> November 1, 1953	\$10,000,000 First Mortgage Bonds, 3 5/8% Series due 1983
<i>Sixth</i> July 1, 1954	\$12,000,000 First Mortgage Bonds, 3 1/8% Series due 1984
<i>Seventh</i> July 1, 1956	\$20,000,000 First Mortgage Bonds, 3 7/8% Series due 1986, and amendment of certain provisions of the Original Indenture
<i>Eighth</i> July 1, 1958	\$25,000,000 First Mortgage Bonds, 4 1/8% Series due 1988, and amendment of certain provisions of the Original Indenture
<i>Ninth</i> October 1, 1960	\$25,000,000 First Mortgage Bonds, 4 3/4% Series due 1990
<i>Tenth</i> May 1, 1962	\$25,000,000 First Mortgage Bonds, 4 1/4% Series due 1992
<i>Eleventh</i> April 1, 1965	\$30,000,000 First Mortgage Bonds, 4 5/8% Series due 1995
<i>Twelfth</i> November 1, 1965	\$25,000,000 First Mortgage Bonds, 4 7/8% Series due 1995

<u>Supplemental Indenture and Date</u>	<u>Providing for:</u>
<i>Thirteenth</i> August 1, 1967	\$25,000,000 First Mortgage Bonds, 6 1/8% Series due 1997
<i>Fourteenth</i> November 1, 1968	\$30,000,000 First Mortgage Bonds, 7% Series due 1998
<i>Fifteenth</i> August 1, 1969	\$35,000,000 First Mortgage Bonds, 7 7/8% Series due 1999
<i>Sixteenth</i> February 1, 1970	Amendment of certain provisions of the Original Indenture
<i>Seventeenth</i> November 1, 1970	\$40,000,000 First Mortgage Bonds, 9% Series due 2000
<i>Eighteenth</i> October 1, 1971	\$50,000,000 First Mortgage Bonds, 7 3/4% Series due 2001
<i>Nineteenth</i> June 1, 1972	\$50,000,000 First Mortgage Bonds, 7 3/8% Series due 2002
<i>Twentieth</i> November 1, 1972	\$50,000,000 First Mortgage Bonds, 7 1/4% Series A due 2002
<i>Twenty-First</i> June 1, 1973	\$60,000,000 First Mortgage Bonds, 7 3/4% Series due 2003
<i>Twenty-Second</i> December 1, 1973	\$70,000,000 First Mortgage Bonds, 8% Series A due 2003
<i>Twenty-Third</i> October 1, 1976	\$80,000,000 First Mortgage Bonds, 8 3/4% Series due 2006
<i>Twenty-Fourth</i> April 1, 1979	\$40,000,000 First Mortgage Bonds, 6 3/4-6 7/8% Series due 2004-2009
<i>Twenty-Fifth</i> April 1, 1980	\$100,000,000 First Mortgage Bonds, 13 5/8% Series due 1987
<i>Twenty-Sixth</i> November 1, 1980	\$100,000,000 First Mortgage Bonds, 13.30% Series A due 1990
<i>Twenty-Seventh</i> November 15, 1980	\$38,000,000 First Mortgage Bonds, 10-10 1/4% Series due 2000-2010
<i>Twenty-Eighth</i> May 1, 1981	\$50,000,000 First Mortgage Bonds, 9 1/4% Series A due 1984
<i>Twenty-Ninth</i> September 1, 1982	Amendment of certain provisions of the Original Indenture
<i>Thirtieth</i> October 1, 1982	\$100,000,000 First Mortgage Bonds, 13 1/8% Series due 2012
<i>Thirty-First</i> November 1, 1991	\$150,000,000 First Mortgage Bonds, 8 5/8% Series due 2021
<i>Thirty-Second</i> December 1, 1992	\$150,000,000 First Mortgage Bonds, 8% Series due 2022
<i>Thirty-Third</i> December 1, 1992	\$75,000,000 First Mortgage Bonds, 6 1/2% Series due 1999
<i>Thirty-Fourth</i> February 1, 1993	\$80,000,000 First Mortgage Bonds, 6-7/8% Series due 2008
<i>Thirty-Fifth</i> March 1, 1993	\$70,000,000 First Mortgage Bonds, 6-1/8% Series due 2003
<i>Thirty-Sixth</i> July 1, 1993	\$110,000,000 First Mortgage Bonds, 6% Series due 2003
<i>Thirty-Seventh</i> December 1, 1993	\$100,000,000 First Mortgage Bonds, 7% Series due 2023
<i>Thirty-Eighth</i> July 25, 1994	Appointment of First Chicago Trust Company of New York as successor Trustee and resignation of former Trustee and Co-Trustee

<u>Supplemental Indenture and Date</u>	<u>Providing for:</u>
<i>Thirty-Ninth</i> July 1, 2001	\$300,000,000 First Mortgage Bonds, 6.650% Series due 2011
<i>Fortieth</i> July 1, 2002	\$240,865,000 First Mortgage Bonds in three series as follows: (i) \$108,550,000 Pollution Control Series 2002A Bonds due 2027; (ii) \$100,115,000 Pollution Control Series 2002B Bonds due 2022; and (iii) \$32,200,000 Pollution Control Series 2002C Bonds due 2018; and reservation of amendment of certain provisions of the Original Indenture
<i>Forty-First</i> February 1, 2003	\$650,000,000 First Mortgage Bonds in two series as follows: (i) \$425,000,000 4.80% Series due 2013 and (ii) \$225,000,000 5.90% Series due 2033; and reservation of amendment of certain provisions of the Original Indenture
<i>Forty-Second</i> April 1, 2003	Amendment of certain provisions of the Original Indenture; appointment of Bank One, N.A. as successor Trustee and resignation of former Trustee; and reservation of amendment of certain provisions of the Original Indenture
<i>Forty-Third</i> November 1, 2003	\$300,000,000 First Mortgage Bonds, 5.10% Series due 2015; and reservation of amendment of certain provisions of the Original Indenture
<i>Forty-Fourth</i> August 1, 2004	Amendment of certain provisions of the Original Indenture
<i>Forty-Fifth</i> May 1, 2005	\$300,000,000 First Mortgage Bonds, 4.50% Series due 2010
<i>Forty-Sixth</i> September 1, 2007	\$750,000,000 First Mortgage Bonds in two series as follows: (i) \$250,000,000 5.80% Series due 2017 and (ii) \$500,000,000 6.35% Series due 2037
<i>Forty-Seventh</i> December 1, 2007	Appointment of The Bank of New York Mellon as successor Trustee and resignation of former Trustee
<i>Forty-Eighth</i> June 1, 2008	\$1,500,000,000 First Mortgage Bonds in two series as follows: (i) \$500,000,000 5.65% Series due 2018 and (ii) \$1,000,000,000 6.40% Series due 2038
<i>Forty-Ninth</i> March 1, 2010	\$600,000,000 First Mortgage Bonds in two series as follows: (i) \$250,000,000 4.55% Series due 2020 and (ii) \$350,000,000 5.65% Series due 2040
<i>Fiftieth</i> August 1, 2011	\$300,000,000 First Mortgage Bonds, 3.10% Series due 2021

WHEREAS, such Supplemental Indentures have each been recorded in the public records of the counties listed on Exhibit A hereto, on the dates and in the official record books and at the page numbers listed thereon; and

WHEREAS, subsequent to the date of the execution and delivery of the Fiftieth Supplemental Indenture the Company has purchased, constructed or otherwise acquired certain property hereinafter referred to, and the Company desires by this Supplemental Indenture to confirm the lien of the Original Indenture on such property; and

WHEREAS, pursuant to the Forty-Seventh Supplemental Indenture, JPMorgan Chase Bank, N.A., resigned as Trustee and The Bank of New York Mellon was appointed as the successor Trustee, effective December 13, 2007; and

WHEREAS, The Bank of New York Mellon is eligible and qualified to serve as Trustee under the Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to create two new series of bonds to be designated as (i) First Mortgage Bonds, 0.65% Series due 2015 (the "2015 Bonds") and (ii) First Mortgage Bonds, 3.85% Series due 2042 (the "2042 Bonds" and together with the 2015 Bonds, sometimes herein collectively called the "New Series Bonds"), to be issued under the Original Indenture pursuant to Section 2.01 of the Original

Indenture, and also desires to deliver to the Trustee prior to or simultaneously with the authentication and delivery of the initial issue of Six Hundred Fifty Million Dollars (\$650,000,000) principal amount of New Series Bonds pursuant to Section 4.05 of the Original Indenture the documents and instruments required by said section; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the Indenture, and pursuant to the resolutions of its Board of Directors (as defined in the Indenture, which definition includes any duly authorized committee of the Board of Directors, including the First Mortgage Bond Indenture Committee of the Board of Directors) has duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That Florida Power Corporation d/b/a Progress Energy Florida, Inc., in consideration of the premises and of One Dollar (\$1.00) and other good and valuable consideration to it duly paid by the Trustee at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued and to be issued under the Indenture, according to their tenor and effect, does hereby confirm the grant, sale, resale, conveyance, assignment, transfer, mortgage and pledge of the property described in the Original Indenture and the Supplemental Indentures (except such properties or interests therein as may have been released or sold or disposed of in whole or in part as permitted by the provisions of the Original Indenture), and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto The Bank of New York Mellon, as Trustee, and to its successors in the trust and to its successors and assigns, forever, all property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution of this Supplemental Indenture or which may be hereafter acquired by it, including (but not limited to) all property which it has acquired subsequent to the date of execution of the Fiftieth Supplemental Indenture and situated in the State of Florida, including without limitation the property described on Exhibit B hereto (in all cases, except such property as is expressly excepted by the Original Indenture from the lien and operation thereof); and without in any way limiting or impairing by the enumeration of the same the scope and intent of the foregoing, all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, facilities for utilization of natural gas, street lighting systems, if any, standards and other equipment incidental thereto, telephone, radio and television systems, microwave systems, facilities for utilization of water, steam heat and hot water plants, if any, all substations, lines, service and supply systems, bridges, culverts, tracks, offices, buildings and other structures and equipment and fixtures thereof; all machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electrical and mechanical appliances, conduits, cables, pipes, fittings, valves and connections, poles (wood, metal and concrete), and transmission lines, wires, cables, conductors, insulators, tools, implements, apparatus, furniture, chattels, and choses in action; all municipal and other franchises, consents, licenses or permits; all lines for the distribution of electric current, gas, steam heat or water for any purpose including towers, poles (wood, metal and concrete), wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights-of-way and other rights in or relating to real estate or the use and occupancy of the same (except as herein or in the Original Indenture or any of the Supplemental Indentures expressly excepted); all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore, or in the Original Indenture and said Supplemental Indentures, described.

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any property herein or in the Original Indenture or any of the Supplemental Indentures expressly excepted) shall, subject to the provisions of Section 9.01 of the Original Indenture and to the extent permitted by law, be as fully embraced within the lien hereof as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any way appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property and every part and parcel thereof.

TO HAVE AND TO HOLD THE SAME unto The Bank of New York Mellon, as Trustee, and its successors in the trust and its assigns forever, but **IN TRUST NEVERTHELESS** upon the terms and trusts set forth in the Indenture, for the benefit and security of those who shall hold the bonds and coupons issued and to be issued under the Indenture, without preference, priority or distinction as to lien of any of said bonds and coupons over any others thereof by reason or priority in the time of the issue or negotiation thereof, or otherwise howsoever, subject, however, to the provisions of Sections 10.03 and 10.12 of the Original Indenture.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes and contracts or other instruments through which the Company acquired, and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to encumbrances of the character defined in the Original Indenture as “excepted encumbrances” in so far as the same may attach to any of the property embraced herein.

Without derogating from the security and priority presently afforded by the Indenture and by law for all of the bonds of the Company that have been, are being, and may in the future be, issued pursuant to the Indenture, for purposes of obtaining any additional benefits and security provided by Section 697.04 of the Florida Statutes, the following provisions of this paragraph shall be applicable. The Indenture also shall secure the payment of both principal and interest and premium, if any, on the bonds from time to time hereafter issued pursuant to the Indenture, according to their tenor and effect, and the performance and observance of all the provisions of the Indenture (including any indentures supplemental thereto and any modification or alteration thereof made as therein provided), whether the issuance of such bonds may be optional or mandatory, and for any purpose, within twenty (20) years from the date of this Supplemental Indenture. The total amount of indebtedness secured by the Indenture may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$10,000,000,000, plus interest and premium, if any, as well as any disbursements made for the payment of taxes, levies or insurance on the property encumbered by the Indenture, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. For purposes of Section 697.04 of the Florida Statutes, the Original Indenture, as well as all of the indentures supplemental thereto that have been executed prior to the date of this Supplemental Indenture, are incorporated herein by this reference with the same effect as if they had been set forth in full herein.

And, upon the consideration hereinbefore set forth, the Company does hereby covenant and agree to and with the Trustee and its successors in trust under the Indenture for the benefit of those who shall hold bonds and coupons issued and to be issued under the Indenture, as follows:

ARTICLE I

THE NEW SERIES BONDS

A. CREATION OF FIRST MORTGAGE BONDS, 0.65% SERIES DUE 2015

Section 1. The Company hereby creates a new series of bonds, not limited in principal amount except as provided in the Original Indenture, to be issued under and secured by the Original Indenture, to be designated by the title “First Mortgage Bonds, 0.65% Series due 2015.” The initial issue of the 2015 Bonds shall consist of Two Hundred Fifty Million Dollars (\$250,000,000) principal amount thereof. Subject to the terms of the Indenture, the principal amount of the 2015 Bonds is unlimited. The Company may, at its option in the future, issue additional 2015 Bonds.

The 2015 Bonds shall be issued only as registered bonds without coupons in the denomination of Two Thousand Dollars (\$2,000) and any integral multiple of One Thousand Dollars (\$1,000) above that amount.

Section 2. (a) The 2015 Bonds shall be issued in registered form without coupons and shall be issued initially in the form of one or more Global Bonds (each such Global Bond, a “2015 Global Bond”) to or on behalf of The

Depository Trust Company (“DTC”), as depository therefor (in such capacity, the “Depository”), and registered in the name of such Depository or its nominee. Any 2015 Bonds to be issued or transferred to, or to be held by or on behalf of DTC as such Depository or such nominee (or any successor of such nominee) for such purpose shall bear the depository legends in substantially the form set forth at the top of the form of the 2015 Bonds in Section C of this Article I, unless otherwise agreed by the Company, and in the case of a successor Depository, such legend or legends as such Depository and/or the Company shall require and to which each shall agree, in each case such agreement to be confirmed in writing to the Trustee. Principal of, and interest on, the 2015 Bonds and the Redemption Price (as defined below), if applicable, will be payable, the transfer of the 2015 Bonds will be registrable and the 2015 Bonds will be exchangeable for the 2015 Bonds bearing identical terms and provisions, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York; *provided, however*, that payment of interest may be made at the option of the Company by check mailed to the registered holders thereof at their registered address; and *further provided, however*, that with respect to a 2015 Global Bond, the Company may make payments of principal of, and interest on, the 2015 Global Bond and the Redemption Price, if applicable, and interest on such 2015 Global Bond pursuant to and in accordance with such arrangements as are agreed upon by the Company and the Depository for such 2015 Global Bond. The 2015 Bonds shall have the terms set forth in the form of the New Series Bond set forth in Section C of this Article I.

(b) Notwithstanding any other provision of this Subsection A.2 of this Article I or of Section 2.03 of the Original Indenture, except as contemplated by the provisions of paragraph (c) below, a 2015 Global Bond may be transferred, in whole but not in part and in the manner provided in Section 2.03 of the Original Indenture, only to a nominee of the Depository for such 2015 Global Bond, or to the Depository, or to a successor Depository for such 2015 Global Bond selected or approved by the Company, or to a nominee of such successor Depository.

(c) (1) If at any time the Depository for a 2015 Global Bond notifies the Company that it is unwilling or unable to continue as the Depository for such 2015 Global Bond or if at any time the Depository for a 2015 Global Bond ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, at a time when the Depository is required to be so registered to act as such Depository, the Company shall appoint a successor Depository with respect to such 2015 Global Bond. If a successor Depository for such 2015 Global Bond is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such cessation, the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2015 Bonds in the form of definitive certificates in exchange for such 2015 Global Bond, will authenticate and deliver, without service charge, 2015 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of the 2015 Global Bond in exchange for such 2015 Global Bond. Such 2015 Bonds will be issued to and registered in the name of such person or persons as are specified by the Depository.

(2) The Company may at any time and in its sole discretion (subject to the procedures of the Depository) determine that any 2015 Bonds issued or issuable in the form of one or more 2015 Global Bonds shall no longer be represented by such 2015 Global Bond or Bonds. In any such event the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2015 Bonds in the form of definitive certificates in exchange in whole or in part for such 2015 Global Bond or Bonds, will authenticate and deliver, without service charge, to each person specified by the Depository, 2015 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of such 2015 Global Bond or the aggregate principal amount of such 2015 Global Bonds in exchange for such 2015 Global Bond or Bonds.

(3) If at any time a completed default has occurred and is continuing with respect to the 2015 Bonds and beneficial owners of a majority in aggregate principal amount of the 2015 Bonds represented by 2015 Global Bonds advise the Depository to cease acting as the Depository, the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2015 Bonds in the form of definitive certificates in exchange for such 2015 Global Bond, will authenticate and deliver, without service charge, 2015 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of the 2015 Global Bond in exchange for such 2015 Global Bond. Such 2015 Bonds will be issued to and registered in the name of such person or persons as are specified by the Depository.

(4) In any exchange provided for in any of the preceding three subparagraphs, the Company shall execute and the Trustee shall authenticate and deliver 2015 Bonds in the form of definitive certificates in authorized denominations. Upon the exchange of the entire principal amount of a 2015 Global Bond for 2015 Bonds in the form of definitive

certificates, such 2015 Global Bond shall be canceled by the Trustee. Except as provided in the immediately preceding subparagraph, 2015 Bonds issued in exchange for a 2015 Global Bond pursuant to Subsection A.2 of this Article I shall be registered in such names and in such authorized denominations as the Depositary for such 2015 Global Bond, acting pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Provided that the Company and the Trustee have so agreed, the Trustee shall deliver such 2015 Bonds to the persons in whose names the 2015 Bonds are so to be registered.

(5) Any endorsement of a 2015 Global Bond to reflect the principal amount thereof, or any increase or decrease in such principal amount, shall be made in such manner and by such person or persons as shall be specified in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depositary with respect to such 2015 Global Bond or in the Company order delivered or to be delivered pursuant to Section 4.07 of the Original Indenture with respect thereto. Subject to the provisions of Section 4.07 of the Original Indenture, the Trustee shall deliver and redeliver any such 2015 Global Bond in the manner and upon instructions given by the person or persons specified in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depositary with respect to such 2015 Global Bond or in any applicable Company order. If a Company order pursuant to Section 4.07 of the Original Indenture is so delivered, any instructions by the Company with respect to such 2015 Global Bond contained therein shall be in writing but need not be accompanied by or contained in an officers' certificate and need not be accompanied by an opinion of counsel.

(6) The Depositary or, if there be one, its nominee, shall be the holder of a 2015 Global Bond for all purposes under the Indenture and the 2015 Bonds and beneficial owners with respect to such 2015 Global Bond shall hold their interests pursuant to applicable procedures of such Depositary. The Company, the Trustee and any bond registrar shall be entitled to deal with such Depositary for all purposes of the Indenture relating to such 2015 Global Bond (including the payment of principal, the Redemption Price, if applicable, and interest and the giving of instructions or directions by or to the beneficial owners of such 2015 Global Bond as the sole holder of such 2015 Global Bond and shall have no obligations to the beneficial owners thereof (including any direct or indirect participants in such Depositary)). None of the Company, the Trustee, any paying agent or bond registrar shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a beneficial owner in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depositary with respect to such 2015 Global Bond or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Section 3. November 20, 2012, shall be the date of the beginning of the first interest period for the 2015 Bonds. The first Interest Payment Date (as defined below) shall be May 15, 2013. The 2015 Bonds shall be dated as provided in Section 2.01 of the Original Indenture. The 2015 Bonds shall be payable on November 15, 2015, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest, payable in like coin or currency, at the rate of 0.65% per annum, payable semiannually on May 15 and November 15 of each year (each an "Interest Payment Date") to the persons in whose names the 2015 Bonds are registered at the close of business on the tenth calendar day next preceding the Interest Payment Date (i.e., May 5 and November 5, respectively) (each a "Regular Record Date"), *provided, however*, that so long as the 2015 Bonds are registered in the name of DTC, its nominee or a successor depository, the Regular Record Date for interest payable on any Interest Payment Date shall be the close of business on the business day immediately preceding such Interest Payment Date (each subject to certain exceptions provided in this Supplemental Indenture and the Indenture), until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Indenture from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of, and interest on, the 2015 Bonds and the Redemption Price, if applicable, shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; *provided, however*, that payment of interest may be made, at the option of the Company, by check mailed by the Company or its affiliate to the person entitled thereto at his registered address. If a due date for the payment of interest, principal or the Redemption Price, if applicable, falls on a day that is not a business day, then the payment will be made on the next succeeding business day, and no interest will accrue on the amounts payable for the period from and after the original due date and until the next business day. The term "business day" means any day other than a Saturday or Sunday or day on which banking institutions in the City of New York are required or authorized to close.

The 2015 Bonds shall be redeemable, in whole or in part at any time and from time to time, at the option of the Company, on any date prior to maturity (with respect to the 2015 Bonds, a "Redemption Date"), at a redemption price (with respect to the 2015 Bonds, the "Redemption Price") equal to the greater of (i) 100% of the principal amount of the 2015 Bonds being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to such Redemption Date) discounted to such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 5 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.

For purposes of this Section 3, the following terms have the following meanings:

"Treasury Rate" means, with respect to any Redemption Date for the 2015 Bonds, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third business day preceding the Redemption Date.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the 2015 Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2015 Bonds.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Comparable Treasury Price" means, with respect to any Redemption Date for the 2015 Bonds, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if fewer than four such Reference Treasury Dealer Quotations are obtained, the average of all such Reference Treasury Dealer Quotations.

"Reference Treasury Dealer" means each of Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, plus one other financial institution appointed by the Company at the time of any redemption of the 2015 Bonds or their respective affiliates which are primary U.S. Government securities dealers in the United States (a "Primary Treasury Dealer"), and their respective successors; *provided, however*, that if any of the foregoing or their affiliates or successors ceases to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date for the 2015 Bonds, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

So long as the 2015 Bonds are registered in the name of DTC, its nominee or a successor depository, if the Company elects to redeem less than all of the 2015 Bonds, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2015 Bonds to be redeemed. At all other times, the Trustee shall draw by lot, in such manner as it deems appropriate, the particular 2015 Bonds, or portions of them, to be redeemed.

The 2015 Bonds shall also be redeemable, as a whole but not in part, at the Redemption Price in the event that (i) all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all of the bonds of all series, the Redemption Date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (ii) all, or substantially all, the mortgaged and pledged property constituting bondable property which at the time shall be subject to the lien of the Indenture as a first lien shall be released from the lien of the Indenture pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company available for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event.

Notice of redemption shall be given by mail not less than 30 nor more than 90 days prior to the date fixed for redemption to the holders of 2015 Bonds to be redeemed (which, as long as the 2015 Bonds are held in the book-entry only system, will be the Depositary, its nominee or a successor depositary). On and after the date fixed for redemption (unless the Company defaults in the payment of the Redemption Price and interest accrued thereon to such date), interest on the 2015 Bonds or the portions of them so called for redemption shall cease to accrue. If the Company elects to redeem any 2015 Bonds, the Company will notify the Trustee of its election at least 45 days prior to the Redemption Date (or a shorter period acceptable to the Trustee). The Company will provide the Trustee a reasonably detailed computation of the Redemption Price with such notice (or, if not then known, the manner of calculation, with the actual computation provided by the Company to the Trustee promptly following its computation).

The 2015 Bonds of the several denominations are exchangeable for a like aggregate principal amount of other 2015 Bonds of other authorized denominations. Notwithstanding the provisions of Section 2.03 of the Original Indenture, for any exchange of the 2015 Bonds for other 2015 Bonds of different authorized denominations, or for any transfer of 2015 Bonds, the Company may require the payment of a sum sufficient to reimburse it for any tax or other governmental charge incident thereto only. The 2015 Bonds may be presented for transfer or exchange at the corporate trust office of the Trustee in New York, New York.

B. CREATION OF FIRST MORTGAGE BONDS, 3.85% SERIES DUE 2042

Section 1. The Company hereby creates a new series of bonds, not limited in principal amount except as provided in the Original Indenture, to be issued under and secured by the Original Indenture, to be designated by the title “First Mortgage Bonds, 3.85% Series due 2042.” The initial issue of the 2042 Bonds shall consist of Four Hundred Million Dollars (\$400,000,000) principal amount thereof. Subject to the terms of the Indenture, the principal amount of the 2042 Bonds is unlimited. The Company may, at its option in the future, issue additional 2042 Bonds.

The 2042 Bonds shall be issued only as registered bonds without coupons in the denomination of Two Thousand Dollars (\$2,000) and any integral multiple of One Thousand Dollars (\$1,000) above that amount.

Section 2. (a) The 2042 Bonds shall be issued in registered form without coupons and shall be issued initially in the form of one or more Global Bonds (each such Global Bond, a “2042 Global Bond”) to or on behalf of The Depository Trust Company (“DTC”), as depositary therefor (in such capacity, the “Depositary”), and registered in the name of such Depositary or its nominee. Any 2042 Bonds to be issued or transferred to, or to be held by or on behalf of DTC as such Depositary or such nominee (or any successor of such nominee) for such purpose shall bear the depositary legends in substantially the form set forth at the top of the form of the 2042 Bonds in Section C of this Article I, unless otherwise agreed by the Company, and in the case of a successor Depositary, such legend or legends as such Depositary and/or the Company shall require and to which each shall agree, in each case such agreement to be confirmed in writing to the Trustee. Principal of, and interest on, the 2042 Bonds and the Redemption Price (as defined below), if applicable, will be payable, the transfer of the 2042 Bonds will be registrable and the 2042 Bonds will be exchangeable for the 2042 Bonds bearing identical terms and provisions, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York; *provided, however*, that payment of interest may be made at the option of the Company by check mailed to the registered holders thereof at their registered address; and *further provided, however*, that with respect to a 2042 Global Bond, the Company may make payments of principal of, and interest on, the 2042 Global Bond and the Redemption Price, if applicable, and interest on such 2042 Global Bond pursuant to and in accordance with such arrangements as are agreed upon by the Company and the Depositary for such 2042 Global Bond. The 2042 Bonds shall have the terms set forth in the form of the New Series Bond set forth in Section C of this Article I.

(b) Notwithstanding any other provision of this Subsection B.2 of this Article I or of Section 2.03 of the Original Indenture, except as contemplated by the provisions of paragraph (c) below, a 2042 Global Bond may be transferred, in whole but not in part and in the manner provided in Section 2.03 of the Original Indenture, only to a nominee of the Depositary for such 2042 Global Bond, or to the Depositary, or to a successor Depositary for such 2042 Global Bond selected or approved by the Company, or to a nominee of such successor Depositary.

(c) (1) If at any time the Depositary for a 2042 Global Bond notifies the Company that it is unwilling or unable to continue as the Depositary for such 2042 Global Bond or if at any time the Depositary for a 2042 Global Bond ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, at a time when the

Depository is required to be so registered to act as such Depository, the Company shall appoint a successor Depository with respect to such 2042 Global Bond. If a successor Depository for such 2042 Global Bond is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such cessation, the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2042 Bonds in the form of definitive certificates in exchange for such 2042 Global Bond, will authenticate and deliver, without service charge, 2042 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of the 2042 Global Bond in exchange for such 2042 Global Bond. Such 2042 Bonds will be issued to and registered in the name of such person or persons as are specified by the Depository.

(2) The Company may at any time and in its sole discretion (subject to the procedures of the Depository) determine that any 2042 Bonds issued or issuable in the form of one or more 2042 Global Bonds shall no longer be represented by such 2042 Global Bond or Bonds. In any such event the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2042 Bonds in the form of definitive certificates in exchange in whole or in part for such 2042 Global Bond or Bonds, will authenticate and deliver, without service charge, to each person specified by the Depository, 2042 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of such 2042 Global Bond or the aggregate principal amount of such 2042 Global Bonds in exchange for such 2042 Global Bond or Bonds.

(3) If at any time a completed default has occurred and is continuing with respect to the 2042 Bonds and beneficial owners of a majority in aggregate principal amount of the 2042 Bonds represented by 2042 Global Bonds advise the Depository to cease acting as the Depository, the Company will execute, and the Trustee, upon receipt of a Company order for the authentication and delivery of 2042 Bonds in the form of definitive certificates in exchange for such 2042 Global Bond, will authenticate and deliver, without service charge, 2042 Bonds in the form of definitive certificates of like tenor and terms in an aggregate principal amount equal to the principal amount of the 2042 Global Bond in exchange for such 2042 Global Bond. Such 2042 Bonds will be issued to and registered in the name of such person or persons as are specified by the Depository.

(4) In any exchange provided for in any of the preceding three subparagraphs, the Company shall execute and the Trustee shall authenticate and deliver 2042 Bonds in the form of definitive certificates in authorized denominations. Upon the exchange of the entire principal amount of a 2042 Global Bond for 2042 Bonds in the form of definitive certificates, such 2042 Global Bond shall be canceled by the Trustee. Except as provided in the immediately preceding subparagraph, 2042 Bonds issued in exchange for a 2042 Global Bond pursuant to Subsection B.2 of this Article I shall be registered in such names and in such authorized denominations as the Depository for such 2042 Global Bond, acting pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Provided that the Company and the Trustee have so agreed, the Trustee shall deliver such 2042 Bonds to the persons in whose names the 2042 Bonds are so to be registered.

(5) Any endorsement of a 2042 Global Bond to reflect the principal amount thereof, or any increase or decrease in such principal amount, shall be made in such manner and by such person or persons as shall be specified in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depository with respect to such 2042 Global Bond or in the Company order delivered or to be delivered pursuant to Section 4.07 of the Original Indenture with respect thereto. Subject to the provisions of Section 4.07 of the Original Indenture, the Trustee shall deliver and redeliver any such 2042 Global Bond in the manner and upon instructions given by the person or persons specified in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depository with respect to such 2042 Global Bond or in any applicable Company order. If a Company order pursuant to Section 4.07 of the Original Indenture is so delivered, any instructions by the Company with respect to such 2042 Global Bond contained therein shall be in writing but need not be accompanied by or contained in an officers' certificate and need not be accompanied by an opinion of counsel.

(6) The Depository or, if there be one, its nominee, shall be the holder of a 2042 Global Bond for all purposes under the Indenture and the 2042 Bonds and beneficial owners with respect to such 2042 Global Bond shall hold their interests pursuant to applicable procedures of such Depository. The Company, the Trustee and any bond registrar shall be entitled to deal with such Depository for all purposes of the Indenture relating to such 2042 Global Bond (including the payment of principal, the Redemption Price, if applicable, and interest and the giving of instructions or directions by or to the beneficial owners of such 2042 Global Bond as the sole holder of such 2042

Global Bond and shall have no obligations to the beneficial owners thereof (including any direct or indirect participants in such Depositary)). None of the Company, the Trustee, any paying agent or bond registrar shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a beneficial owner in or pursuant to any applicable letter of representations or other arrangement entered into with, or procedures of, the Depositary with respect to such 2042 Global Bond or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Section 3. November 20, 2012, shall be the date of the beginning of the first interest period for the 2042 Bonds. The first Interest Payment Date (as defined below) shall be May 15, 2013. The 2042 Bonds shall be dated as provided in Section 2.01 of the Original Indenture. The 2042 Bonds shall be payable on November 15, 2042, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest, payable in like coin or currency, at the rate of 3.85% per annum, payable semiannually on May 15 and November 15 of each year (each an “Interest Payment Date”) to the persons in whose names the 2042 Bonds are registered at the close of business on the tenth calendar day next preceding the Interest Payment Date (i.e., May 5 and November 5, respectively) (each a “Regular Record Date”), *provided, however*, that so long as the 2042 Bonds are registered in the name of DTC, its nominee or a successor depository, the Regular Record Date for interest payable on any Interest Payment Date shall be the close of business on the business day immediately preceding such Interest Payment Date (each subject to certain exceptions provided in this Supplemental Indenture and the Indenture), until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Indenture from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of, and interest on, the 2042 Bonds and the Redemption Price, if applicable, shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; *provided, however*, that payment of interest may be made, at the option of the Company, by check mailed by the Company or its affiliate to the person entitled thereto at his registered address. If a due date for the payment of interest, principal or the Redemption Price, if applicable, falls on a day that is not a business day, then the payment will be made on the next succeeding business day, and no interest will accrue on the amounts payable for the period from and after the original due date and until the next business day. The term “business day” means any day other than a Saturday or Sunday or day on which banking institutions in the City of New York are required or authorized to close.

At any time before May 15, 2042, the 2042 Bonds shall be redeemable, in whole or in part and from time to time, at the option of the Company, on any date (with respect to the 2042 Bonds, a “Redemption Date”), at a redemption price (with respect to the 2042 Bonds, the “Make-Whole Redemption Price”) equal to the greater of (i) 100% of the principal amount of the 2042 Bonds being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to such Redemption Date) discounted to such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.

At any time on or after May 15, 2042, the 2042 Bonds shall be redeemable, in whole or in part and from time to time, at the option of the Company, at a redemption price (together with any Make-Whole Redemption Price, with respect to the 2042 Bonds, each a “Redemption Price”) equal to 100% of the principal amount of the 2042 Bonds being redeemed plus accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.

For purposes of the second preceding paragraph of this Section 3, the following terms have the following meanings:

“Treasury Rate” means, with respect to any Redemption Date for the 2042 Bonds, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third business day preceding the Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the 2042 Bonds to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such 2042 Bonds.

“Quotation Agent” means a Reference Treasury Dealer appointed by the Company.

“Comparable Treasury Price” means, with respect to any Redemption Date for the 2042 Bonds, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if fewer than four such Reference Treasury Dealer Quotations are obtained, the average of all such Reference Treasury Dealer Quotations.

“Reference Treasury Dealer” means each of Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, plus one other financial institution appointed by the Company at the time of any redemption of the 2042 Bonds or their respective affiliates which are primary U.S. Government securities dealers in the United States (a “Primary Treasury Dealer”), and their respective successors; *provided, however*, that if any of the foregoing or their affiliates or successors ceases to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date for the 2042 Bonds, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

So long as the 2042 Bonds are registered in the name of DTC, its nominee or a successor depository, if the Company elects to redeem less than all of the 2042 Bonds, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in the 2042 Bonds to be redeemed. At all other times, the Trustee shall draw by lot, in such manner as it deems appropriate, the particular 2042 Bonds, or portions of them, to be redeemed.

The 2042 Bonds shall also be redeemable, as a whole but not in part, at the Make-Whole Redemption Price in the event that (i) all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all of the bonds of all series, the Redemption Date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (ii) all, or substantially all, the mortgaged and pledged property constituting bondable property which at the time shall be subject to the lien of the Indenture as a first lien shall be released from the lien of the Indenture pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company available for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event.

Notice of redemption shall be given by mail not less than 30 nor more than 90 days prior to the date fixed for redemption to the holders of 2042 Bonds to be redeemed (which, as long as the 2042 Bonds are held in the book-entry only system, will be the Depositary, its nominee or a successor depository). On and after the date fixed for redemption (unless the Company defaults in the payment of the Redemption Price and interest accrued thereon to such date), interest on the 2042 Bonds or the portions of them so called for redemption shall cease to accrue. If the Company elects to redeem any 2042 Bonds, the Company will notify the Trustee of its election at least 45 days prior to the Redemption Date (or a shorter period acceptable to the Trustee). The Company will provide the Trustee a reasonably detailed computation of the Redemption Price with such notice (or if the Redemption Price includes the Make Whole Redemption Price, the manner of calculation, with the actual computation provided by the Company to the Trustee promptly following its computation).

The 2042 Bonds of the several denominations are exchangeable for a like aggregate principal amount of other 2042 Bonds of other authorized denominations. Notwithstanding the provisions of Section 2.03 of the Original Indenture, for any exchange of the 2042 Bonds for other 2042 Bonds of different authorized denominations, or for any transfer of 2042 Bonds, the Company may require the payment of a sum sufficient to reimburse it for any tax or other governmental charge incident thereto only. The 2042 Bonds may be presented for transfer or exchange at the corporate trust office of the Trustee in New York, New York.

C. FORM OF THE NEW SERIES BONDS

The New Series Bonds shall be substantially in the following form, with such inclusions, omissions, and variations as the Board of Directors of the Company may determine in accordance with the provisions of the Indenture and with such variations, as between the 2015 Bonds and the 2042 Bonds, as set forth therein:

[FORM OF THE NEW SERIES BONDS]

[Insert applicable depository legend or legends, which initially shall be the following:

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS FIRST MORTGAGE BOND, % SERIES DUE 20 MAY, UNDER CONDITIONS PROVIDED IN THE INDENTURE, BE EXCHANGED FOR FIRST MORTGAGE BONDS, % SERIES DUE 20 IN THE FORM OF DEFINITIVE CERTIFICATES OF LIKE TENOR AND OF AN EQUAL AGGREGATE PRINCIPAL AMOUNT, IN AUTHORIZED DENOMINATIONS, REGISTERED IN THE NAMES OF SUCH PERSONS AS THE DEPOSITARY SHALL INSTRUCT THE TRUSTEE. ANY SUCH EXCHANGE SHALL BE MADE UPON RECEIPT BY THE TRUSTEE OF AN OFFICERS' CERTIFICATE THEREFOR AND A WRITTEN INSTRUCTION FROM THE DEPOSITARY SETTING FORTH THE NAME OR NAMES IN WHICH THE TRUSTEE IS TO REGISTER SUCH FIRST MORTGAGE BONDS, % SERIES DUE 20 IN THE FORM OF DEFINITIVE CERTIFICATES.]

REGISTERED BOND

CUSIP No.

FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.
(Incorporated under the laws of the State of Florida)

FIRST MORTGAGE BOND,
% SERIES DUE 20
DUE , 20

No.

\$

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a corporation of the State of Florida (hereinafter called the Company), for value received, hereby promises to pay to or registered assigns, on at the office or agency of the Company in the Borough of Manhattan, The City of New York, Dollars (\$) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semiannually on May 15 and November 15 of each year, commencing May 15, 2013, to the person in whose name this bond is registered at the close of business on the tenth calendar day

next preceding the interest payment date (i.e., May 5 and November 5, respectively), *provided, however*, that so long as this bond is registered in the name of The Depository Trust Company, its nominee or a successor depository, the record date for interest payable on any interest payment date shall be the close of business on the business day immediately preceding such interest payment date (each subject to certain exceptions provided in the Mortgage hereinafter mentioned), at the rate of _____ per annum, at said office or agency in like coin or currency, from the date hereof until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for; *provided, however*, that payment of interest may be made at the option of the Company by check mailed by the Company or its affiliate to the person entitled thereto at his registered address. If a due date for the payment of interest, principal, or the Redemption Price, if applicable, falls on a day that is not a business day, then the payment will be made on the next succeeding business day, and no interest will accrue on the amounts payable for the period from and after the original due date and until the next business day. The term “business day” means any day other than a Saturday or Sunday or day on which banking institutions in the City of New York are required or authorized to close.

Additional provisions of this bond are set forth on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until The Bank of New York Mellon, or its successor as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. has caused this bond to be signed in its name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated: November , 2012

**FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.**

By: _____
Name:
Title:

[SEAL]

Attest:

Name:
Title

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, described or provided for in the within-mentioned Mortgage.

THE BANK OF NEW YORK MELLON

By: _____
Name:
Title:

[TEXT APPEARING ON REVERSE SIDE OF BOND]

**FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.**

**FIRST MORTGAGE BOND
% SERIES DUE 20
DUE , 20**

This bond is one of an issue of bonds of the Company (herein referred to as the bonds), not limited in principal amount except as provided in the Mortgage hereinafter mentioned, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Mortgage hereinafter mentioned, and is one of a series known as its First Mortgage Bonds, % Series due 20 (herein referred to as the “Bonds of this Series”), all bonds of all series issued and to be issued under and equally and ratably secured (except insofar as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by an Indenture dated as of January 1, 1944 (the “Original Indenture” and herein, together with all indentures supplemental thereto including the Fifty-First Supplemental Indenture dated as of November 1, 2012 (the “Fifty-First Supplemental Indenture”) between the Company and The Bank of New York Mellon, as Trustee, called the “Mortgage”), to which reference is made for the nature and extent of the security, the rights of the holders of bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of all series affected, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged and pledged property. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of all series affected, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; *provided, however*, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the express consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged and pledged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged and pledged property. Any such waiver or consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The Bonds of this Series are issuable in denominations of Two Thousand Dollars (\$2,000) and any integral multiple of One Thousand Dollars (\$1,000) above that amount and are exchangeable for a like aggregate principal amount of Bonds of this Series of other authorized denominations. This bond is transferable as prescribed in the Mortgage by

the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in said Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Fifty-First Supplemental Indenture hereinabove referred to, and thereupon a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

[Insert the following paragraph solely for the 2015 Bonds:

The Bonds of this Series shall be redeemable, in whole or in part at any time and from time to time, at the option of the Company, on any date prior to maturity (a “Redemption Date”), at a redemption price (the “Redemption Price”) equal to the greater of (i) 100% of the principal amount of the Bonds of this Series being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to such Redemption Date) discounted to such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 5 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.]

[Insert the following two paragraphs solely for the 2042 Bonds:

At any time before May 15, 2042, the Bonds of this Series shall be redeemable, in whole or in part and from time to time, at the option of the Company, on any date (a “Redemption Date”), at a redemption price (the “Make-Whole Redemption Price”) equal to the greater of (i) 100% of the principal amount of the Bonds of this Series being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (exclusive of interest accrued to such Redemption Date) discounted to such Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points, plus, in either case, accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.

At any time on or after May 15, 2042, the Bonds of this Series shall be redeemable, in whole or in part and from time to time, at the option of the Company, at a redemption price (together with any Make-Whole Redemption Price, each a “Redemption Price”) equal to 100% of the principal amount of the Bonds of this Series being redeemed plus accrued and unpaid interest on the principal amount being redeemed to such Redemption Date.]

For purposes the Bonds of this Series, the following terms have the following meanings:

“Treasury Rate” means, with respect to any Redemption Date for the Bonds of this Series, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate shall be calculated on the third business day preceding the Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the Bonds of this Series to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Bonds of this Series.

“Quotation Agent” means a Reference Treasury Dealer appointed by the Company.

“Comparable Treasury Price” means, with respect to any Redemption Date for the Bonds of this Series, (1) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (2) if fewer than four such Reference Treasury Dealer Quotations are obtained, the average of all such Reference Treasury Dealer Quotations.

“Reference Treasury Dealer” means each of Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC, plus one other financial institution appointed by the Company at the time of any redemption of the Bonds of this Series or their respective affiliates which are primary U.S. Government securities dealers in the United States (a “Primary Treasury Dealer”), and their respective successors; *provided, however,* that if any of the foregoing or their affiliates or successors ceases to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date for the Bonds of this Series, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

So long as the Bonds of this Series are registered in the name of DTC, its nominee or a successor depositary, if the Company elects to redeem less than all of the Bonds of this Series, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds of this Series to be redeemed. At all other times, the Trustee shall draw by lot, in such manner as it deems appropriate, the particular Bonds of this Series, or portions of them, to be redeemed.

The Bonds of this Series shall also be redeemable, as a whole but not in part, at the **[for the 2015 Bonds, insert Redemption Price; for the 2042 Bonds, insert Make-Whole Redemption Price]** in the event that (i) all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all of the bonds of all series, the Redemption Date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (ii) all, or substantially all, the mortgaged and pledged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company available for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event.

Notice of redemption shall be given by mail not less than 30 nor more than 90 days prior to the date fixed for redemption to the holders of the Bonds of this Series to be redeemed (which, as long as the Bonds of this Series are held in the book-entry only system, will be the Depositary, its nominee or a successor depositary). On and after the date fixed for redemption (unless the Company defaults in the payment of the Redemption Price and interest accrued thereon to such date), interest on the Bonds of this Series or the portions of them so called for redemption shall cease to accrue. If the Company elects to redeem any Bonds of this Series, the Company will notify the Trustee of its election at least 45 days prior to the Redemption Date (or a shorter period acceptable to the Trustee). **[Insert the following sentence for the 2015 Bonds: The Company will provide the Trustee a reasonably detailed computation of the Redemption Price with such notice (or, if not then known, the manner of calculation, with the actual computation provided by the Company to the Trustee promptly following its computation). [Insert the following sentence for the 2042 Bonds: The Company will provide the Trustee a reasonably detailed computation of the Redemption Price with such notice (or if the Redemption Price includes the Make Whole Redemption Price, the manner of calculation, with the actual computation provided by the Company to the Trustee promptly following its computation).]**

The Mortgage provides that if the Company shall deposit with The Bank of New York Mellon or its successor as Trustee in trust for the purpose funds sufficient to pay the principal of all the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or an integral multiple thereof, of fully registered bonds), and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

No recourse shall be had for the payment of the principal of, the Redemption Price, if applicable, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

D. INTEREST ON THE NEW SERIES BONDS

Interest on any New Series Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that bond (or one or more predecessor bonds) is registered at the close of business on the Regular Record Date for such interest specified in the provisions of this Supplemental Indenture. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Any interest on any New Series Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered holder on the relevant Regular Record Date solely by virtue of such holder having been such holder; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in Subsection A or B below:

A. The Company may elect to make payment of any Defaulted Interest on the New Series Bonds to the persons in whose names such bonds (or their respective predecessor bonds) are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner (a "Special Record Date"). The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Subsection provided and not to be deemed part of the trust estate or trust moneys. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each holder of a bond of the New Series Bonds at the address as it appears in the bond register not less than 10 days prior to such Special Record Date. The Trustee may, in its discretion in the name and at the expense of the Company, cause a similar notice to be published at least once in a newspaper approved by the Company in each place of payment of the New Series Bonds, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the New Series Bonds (or their respective predecessor bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following Subsection B.

B. The Company may make payment of any Defaulted Interest on the New Series Bonds in any other lawful manner not inconsistent with the requirements of any securities exchange on which such bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each New Series Bond delivered under this Supplemental Indenture upon transfer of or in exchange for or in lieu of any other New Series Bonds shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

ARTICLE II

ADDITIONAL COVENANTS

The Company hereby covenants as follows:

Section 1. That it will, prior to or simultaneously with the initial authentication and delivery by the Trustee of the New Series Bonds under Section 4.05 of the Original Indenture, deliver to the Trustee the instruments required by said Section.

Section 2. That, so long as any of the New Series Bonds shall be outstanding, it will not declare or pay any dividends (except a dividend in its own common stock) upon its common stock, or make any other distribution (by way of purchase, or otherwise) to the holders thereof, except a payment or distribution out of net income of the Company subsequent to December 31, 1943; and that it will not permit any subsidiary of the Company to purchase any shares of common stock of the Company.

For the purpose of this Section, net income of the Company shall be determined by regarding as charges or credits to income, as the case may be, any and all charges or credits to earned surplus subsequent to December 31, 1943, representing adjustments on account of excessive or deficient accruals to income for taxes, and operating expenses shall include all proper charges for the maintenance and repairs of the property owned by the Company and appropriations out of income for the retirement or depreciation of the property used in its electric business in an amount of not less than the amount of the minimum provision for depreciation determined as provided in clause (5) of paragraph A of Section 1.05 of the Original Indenture.

ARTICLE III

SUNDRY PROVISIONS

Section 1. This Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof and all of the provisions contained in the Original Indenture in respect to the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full. The Trustee agrees to accept and act upon instructions or directions pursuant to this Supplemental Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Company shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions pursuant to this Supplemental Indenture (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling in the absence of manifest error. Subject to Sections 14.02 and 14.03 of the Indenture, the Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding whether such instructions conflict or are inconsistent with a subsequent written instruction. Subject to Sections 14.02 and 14.03 of the Indenture, the Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee pursuant to this Supplemental Indenture, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 2. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Section 3. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or of the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

Section 4. Although this Supplemental Indenture is dated for convenience and for purposes of reference as of November 1, 2012, the actual dates of execution by the Company and by the Trustee are as indicated by the respective acknowledgments hereto annexed.

[signature page follows]

IN WITNESS WHEREOF, **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.** has caused this Supplemental Indenture to be signed in its name and behalf by its Assistant Treasurer, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and **THE BANK OF NEW YORK MELLON** has caused this Supplemental Indenture to be signed and sealed in its name and behalf by a Vice President, and its corporate seal to be attested by a Vice President, all as of the day and year first above written.

**FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.**

By: /s/ W. Bryan Buckler

W. Bryan Buckler, Assistant Treasurer
299 First Avenue North
St. Petersburg, Florida 33701

[SEAL]

Attest:

/s/ Robert T. Lucas III

Robert T. Lucas III, Assistant Secretary
299 First Avenue North
St. Petersburg, Florida 33701

Signed, sealed and delivered by said
**FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.**

in the presence of:

/s/ Delcia S. Dunlap

Delcia S. Dunlap

/s/ Jacqueline Williams

Jacqueline Williams

[Company's Signature Page of Fifty-First Supplemental Indenture]

THE BANK OF NEW YORK MELLON

By: /s/ Laurence J. O'Brien

Laurence J. O'Brien, Vice President
101 Barclay Street
New York, New York 10286

[SEAL]

Attest:

/s/ Maryann Joseph

Maryann Joseph, Vice President
101 Barclay Street
New York, New York 10286

Signed, sealed and delivered by said

THE BANK OF NEW YORK MELLON

in the presence of:

/s/ Glenn McKeever

Glenn McKeever, Vice President

/s/ Francine Kincaid

Francine Kincaid, Vice President

[Trustee's Signature Page of Fifty-First Supplemental Indenture]

STATE OF NORTH CAROLINA)
 SS:
COUNTY OF MECKLENBURG)

Before me, the undersigned, a notary public in and for the State and County aforesaid, an officer duly authorized to take acknowledgments of deeds and other instruments, personally appeared **W. Bryan Buckler, Assistant Treasurer** of **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a corporation, the corporate party of the first part in and to the above written instrument, and also personally appeared before me **Robert T. Lucas III, Assistant Secretary** of the said corporation; such persons being severally personally known to me, who did take an oath and are known by me to be the same individuals who as such Assistant Treasurer and as such Assistant Secretary executed the above written instrument on behalf of said corporation; and he, the said Assistant Treasurer, acknowledged that as such Assistant Treasurer, he subscribed the said corporate name to said instrument on behalf and by authority of said corporation, and he, the said Assistant Secretary, acknowledged that he affixed the seal of said corporation to said instrument and attested the same by subscribing his name as Assistant Secretary of said corporation, by authority and on behalf of said corporation, and each of the two persons above named acknowledged that, being informed of the contents of said instrument, they, as such Assistant Treasurer and Assistant Secretary, delivered said instrument by authority and on behalf of said corporation and that all such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation; and each of said persons further acknowledged and declared that he/she knows the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of the corporation aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of November, 2012 at Charlotte in the State and County aforesaid.

/s/ Jennie M. Raine

Jennie M. Raine

My commission expires: August 12, 2016

[NOTARIAL SEAL]

STATE OF NEW YORK)
 SS:
COUNTY OF NEW YORK)

Before me, the undersigned, a notary public in and for the State of New York and County of Queens, an officer duly authorized to take acknowledgments of deeds and other instruments, personally appeared **Laurence J. O'Brien, Vice President** (the "Executing Vice President") of **THE BANK OF NEW YORK MELLON**, a New York banking corporation, the corporate party of the second part in and to the above written instrument, and also personally appeared before me **Maryann Joseph, Vice President** (the "Attesting Vice President") of the said corporation; said persons being severally personally known to me, who did take an oath and are known by me to be the same individuals who as such Executing Vice President and as such Attesting Vice President executed the above written instrument on behalf of said corporation; and he, the said Executing Vice President, acknowledged that as such Executing Vice President he subscribed the said corporate name to said instrument and affixed the seal of said corporation to said instrument on behalf and by authority of said corporation, and he, the said Attesting Vice President, acknowledged that he attested the same by subscribing his name as Vice President of said corporation, by authority and on behalf of said corporation, and each of the two persons above named acknowledged that, being informed of the contents of said instrument, they, as such Executing Vice President and Attesting Vice President, delivered said instrument by authority and on behalf of said corporation and that all such acts were done freely and voluntarily and for the uses and purposes in said instrument set forth and that such instrument is the free act and deed of said corporation, and each of said persons further acknowledged and declared that he knows the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of the corporation aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of November, 2012, at New York, in the State and County aforesaid.

/s/ Danny Lee

Danny Lee
Notary Public, State of New York
No. 01LE6161129
Qualified in New York County

My commission expires: February 20, 2015

[NOTARIAL SEAL]

EXHIBIT A
RECORDING INFORMATION

ORIGINAL INDENTURE dated January 1, 1944

STATE OF FLORIDA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	02/25/44	121	172
Bay	10/20/47	5 9	18
Brevard	10/30/91	3157	3297
Citrus	02/25/44	18	1
Columbia	02/25/44	42	175
Dixie	02/25/44	3	127
Flagler	10/30/91	456	288
Franklin	02/25/44	0	83
Gadsden	02/26/44	A-6	175
Gilchrist	02/25/44	5	60
Gulf	02/26/44	6	193
Hamilton	02/25/44	42	69
Hardee	02/25/44	23	1
Hernando	02/25/44	90	1
Highlands	02/25/44	48	357
Hillsborough	02/25/44	662	105
Jackson	02/26/44	370	1
Jefferson	07/02/51	25	1
Lafayette	02/25/44	22	465
Lake	02/25/44	93	1
Leon	02/25/44	41	1
Levy	02/25/44	3	160
Liberty	02/25/44	"H"	116
Madison	07/02/51	61	86
Marion	02/25/44	103	1
Orange	02/25/44	297	375
Osceola	02/25/44	20	1
Pasco	02/25/44	39	449
Pinellas	02/26/44	566	1
Polk	02/25/44	666	305
Seminole	02/25/44	65	147
Sumter	02/25/44	25	1
Suwanee	02/25/44	58	425
Taylor	07/03/51	36	1
Volusia	02/25/44	135	156
Wakulla	02/25/44	14	1

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	02/25/44	24	1
Echols	02/25/44	A-1	300
Lowndes	02/25/44	5-0	1

SUPPLEMENTAL INDENTURE (First) dated July 1, 1946**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	11/12/46	166	1
Bay	10/20/47	59	1
Brevard	10/30/91	3157	3590
Citrus	11/12/46	17	362
Columbia	11/12/46	49	283
Dixie	11/14/46	3	357
Flagler	10/30/91	456	579
Franklin	11/13/46	"P"	80
Gadsden	11/13/46	A-9	148
Gilchrist	11/14/46	7	120
Gulf	11/13/46	10	313
Hamilton	11/12/46	40	371
Hardee	11/12/46	24	575
Hernando	11/14/46	99	201
Highlands	11/12/46	55	303
Hillsborough	11/06/46	95	375
Jackson	11/13/46	399	1
Jefferson	07/02/51	25	287
Lafayette	11/14/46	23	156
Lake	11/13/46	107	209
Leon	11/13/46	55	481
Levy	11/14/46	4	133
Liberty	11/13/46	"H"	420
Madison	07/02/51	61	373
Marion	11/12/46	110	1
Orange	11/12/46	338	379
Osceola	11/12/46	20	164
Pasco	11/14/46	44	169
Pinellas	11/06/46	632	161
Polk	11/12/46	744	511
Seminole	11/13/46	74	431
Sumter	11/13/46	25	467
Suwanee	11/12/46	63	316
Taylor	07/03/51	36	145
Volusia	11/13/46	158	203
Wakulla	11/13/36	14	299

SUPPLEMENTAL INDENTURE (Second) dated November 1, 1948**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	01/08/49	196	287
Bay	01/10/49	64	395
Brevard	10/30/91	3157	3607
Citrus	01/13/49	18	414
Columbia	01/08/49	55	493
Dixie	01/10/49	4	201
Flagler	10/30/91	456	601
Franklin	01/10/49	“Q”	1
Gadsden	01/10/49	A-13	157
Gilchrist	01/08/49	6	274
Gulf	01/10/49	13	74
Hamilton	01/10/49	44	1
Hardee	01/08/49	28	110
Hernando	01/08/49	109	448
Highlands	01/08/49	61	398
Hillsborough	01/13/49	810	452
Jackson	01/10/49	400	563
Jefferson	07/02/51	25	320
Lafayette	01/10/49	25	210
Lake	01/08/49	119	555
Leon	01/10/49	82	303
Levy	01/08/49	5	242
Liberty	01/08/49	“H”	587
Madison	07/02/51	61	407
Marion	01/11/49	122	172
Orange	01/08/49	388	604
Osceola	01/08/49	25	104
Pasco	01/08/49	47	549
Pinellas	01/05/49	716	11
Polk	01/07/49	807	411
Seminole	01/06/49	84	389
Sumter	01/08/49	28	41
Suwanee	01/08/49	69	150
Taylor	07/03/51	36	162
Volusia	01/06/49	192	167
Wakulla	01/10/49	16	1

SUPPLEMENTAL INDENTURE (Third) dated July 1, 1951**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/02/51	234	340
Bay	08/03/51	93	155
Brevard	10/30/91	3157	3630
Citrus	07/30/51	20	251
Columbia	08/02/51	66	503
Dixie	08/02/51	5	271
Flagler	10/30/91	456	624
Franklin	08/03/51	“Q”	522
Gadsden	08/03/51	A-19	271
Gilchrist	08/02/51	7	422
Gulf	08/03/51	16	59
Hamilton	08/03/51	51	347
Hardee	08/02/51	32	1
Hernando	08/02/51	118	537
Highlands	08/02/51	69	344
Hillsborough	08/02/51	927	174
Jefferson	08/03/51	25	359
Lafayette	08/03/51	27	305
Lake	07/31/51	139	323
Leon	08/02/51	113	465
Levy	08/02/51	7	211
Liberty	07/25/51	1	232
Madison	08/07/51	62	1
Marion	08/02/51	142	143
Orange	08/07/51	460	60
Osceola	08/02/51	31	385
Pasco	08/10/51	56	1
Pinellas	08/02/51	847	301
Polk	08/01/51	899	539
Seminole	08/07/51	100	403
Sumter	08/02/51	32	345
Suwanee	08/02/51	76	413
Taylor	08/07/51	36	182
Volusia	08/07/51	245	393
Wakulla	08/03/51	17	259

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	08/08/51	35	566
Echols	08/02/51	A-3	521
Lowndes	08/04/51	7-E	188

FOURTH SUPPLEMENTAL INDENTURE November 1, 1952**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/31/52	256	288
Bay	01/01/53	104	571
Brevard	10/30/91	3157	3663
Citrus	12/31/52	22	321
Columbia	12/31/52	72	521
Dixie	12/31/52	6	135
Flagler	10/31/91	456	657
Franklin	12/31/52	R	477
Gadsden	12/31/52	A-22	511
Gilchrist	12/31/52	9	124
Gulf	01/02/53	17	7
Hamilton	12/31/52	54	293
Hardee	12/31/52	33	433
Hernando	12/31/52	125	361
Highlands	01/02/53	74	131
Hillsborough	12/29/52	993	545
Jefferson	12/31/52	27	1
Lafayette	12/31/52	28	445
Lake	01/02/53	150	343
Leon	12/31/52	130	1
Levy	12/31/52	8	362
Liberty	01/09/53	1	462
Madison	01/02/53	65	134
Marion	01/02/53	153	434
Orange	12/31/52	505	358
Osceola	12/31/52	36	145
Pasco	01/02/53	61	563
Pinellas	12/29/52	926	561
Polk	01/12/53	974	177
Seminole	01/02/53	111	41
Sumter	12/31/52	35	441
Suwanee	01/02/53	82	27
Taylor	12/31/52	37	325
Volusia	01/10/53	278	107
Wakulla	01/02/53	18	383

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	01/01/53	39	95
Echols	01/01/53	A-4	110
Lowndes	12/31/52	7-0	540

FIFTH SUPPLEMENTAL INDENTURE November 1, 1953**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/29/53	271	24
Bay	01/01/54	115	505
Brevard	10/30/91	3157	3690
Citrus	12/28/53	2	73
Columbia	12/28/53	7	3
Dixie	12/23/53	6	466
Flagler	10/30/91	456	684
Franklin	12/28/53	1	447
Gadsden	12/24/53	A-26	251
Gilchrist	12/23/53	9	317
Gulf	12/28/53	11	229
Hamilton	12/28/53	58	220
Hardee	12/23/53	35	518
Hernando	12/23/53	130	409
Highlands	12/29/53	78	1
Hillsborough	01/04/54	1050	229
Jefferson	12/29/53	28	91
Lafayette	12/24/53	30	16
Lake	12/23/53	160	189
Leon	12/23/53	144	268
Levy	12/23/53	9	368
Liberty	01/06/54	J	40
Madison	12/26/53	67	381
Marion	12/28/53	168	179
Orange	12/24/53	541	253
Osceola	12/24/53	39	42
Pasco	12/23/53	67	1
Pinellas	12/22/53	988	333
Polk	01/05/54	1021	473
Seminole	12/29/53	118	535
Sumter	12/28/53	37	466
Suwanee	12/28/53	85	346
Taylor	12/24/53	43	225
Volusia	12/24/53	303	454
Wakulla	12/30/53	19	380

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	01/15/54	39	437
Echols	01/15/54	A-4	418
Lowndes	12/29/53	7-X	235

SIXTH SUPPLEMENTAL INDENTURE dated July 1, 1954**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	11/19/54	286	129
Bay	11/22/54	125	502
Brevard	10/30/91	3157	3719
Citrus	11/19/54	9	525
Columbia	11/20/54	17	479
Dixie	11/19/54	7	299
Flagler	10/30/91	456	713
Franklin	11/19/54	5	465
Gadsden	11/20/54	A-29	411
Gilchrist	11/19/54	9	530
Gulf	11/22/54	19	284
Hamilton	11/22/54	59	425
Hardee	11/19/54	37	307
Hernando	11/19/54	7	335
Highlands	11/19/54	82	403
Hillsborough	11/26/54	1116	164
Jefferson	11/19/54	29	17
Lafayette	11/19/54	31	138
Lake	11/19/54	170	225
Leon	11/19/54	159	209
Levy	11/19/54	10	523
Liberty	11/30/54	“J”	215
Madison	11/20/54	69	483
Marion	11/20/54	181	573
Orange	11/23/54	578	123
Osceola	11/20/54	42	216
Pasco	11/22/54	15	568
Pinellas	11/18/54	1046	507
Polk	11/23/54	1068	22
Seminole	11/19/54	28	374
Sumter	11/30/54	40	81
Suwanee	11/23/54	89	1
Taylor	11/20/54	45	377
Volusia	11/23/54	327	538
Wakulla	11/19/54	20	445

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	11/20/54	55	385
Echols	11/20/54	5	86
Lowndes	11/20/54	3	387

SEVENTH SUPPLEMENTAL INDENTURE dated July 1, 1956**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/27/56	320	309
Bay	07/27/56	145	395
Brevard	10/30/91	3157	3746
Citrus	07/25/56	28	403
Columbia	07/26/56	38	279
Dixie	07/30/56	9	1
Flagler	10/30/91	456	740
Franklin	07/27/56	16	392
Gadsden	07/26/56	A-36	100
Gilchrist	07/31/56	11	289
Gulf	08/02/56	23	475
Hamilton	07/27/56	11	79
Hardee	07/31/56	43	1
Hernando	07/26/56	21	88
Highlands	07/31/56	11	571
Hillsborough	08/06/56	1260	125
Jefferson	07/25/56	30	295
Lafayette	07/25/56	33	117
Lake	07/26/56	189	613
Leon	07/25/56	190	301
Levy	07/30/56	14	13
Liberty	07/31/56	"J"	531
Madison	07/26/56	74	12
Marion	07/26/56	208	223
Orange	07/27/56	126	165
Osceola	07/26/56	49	1
Pasco	08/02/56	51	353
Pinellas	07/24/56	1168	481
Polk	08/20/56	1180	30
Seminole	07/27/56	90	5
Sumter	08/02/56	43	523
Suwanee	07/26/56	96	67
Taylor	07/25/56	52	451
Volusia	07/26/56	384	195
Wakulla	07/25/56	22	281

STATE OF GEORGIA

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Cook	07/26/56	48	36
Echols	07/26/56	5	401
Lowndes	07/25/56	22	419

EIGHTH SUPPLEMENTAL INDENTURE dated July 1, 1958**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/23/58	20	227
Bay	08/05/58	170	295
Brevard	10/30/91	3157	3785
Citrus	07/24/58	5 5	336
Columbia	07/23/58	6 6	365
Dixie	07/22/58	11	166
Flagler	10/30/91	456	779
Franklin	07/22/58	29	248
Gadsden	07/23/58	9	48
Gilchrist	07/22/58	12	341
Gulf	07/24/58	29	40
Hamilton	07/22/58	23	1
Hardee	07/22/58	49	451
Hernando	07/25/58	39	358
Highlands	07/29/58	50	514
Hillsborough	07/29/58	111	108
Jefferson	07/23/58	33	19
Lafayette	07/23/58	35	120
Lake	07/31/58	5 6	297
Leon	07/23/58	216	129
Levy	07/22/58	18	63
Liberty	07/24/58	“K”	413
Madison	07/23/58	78	310
Marion	07/29/58	237	447
Orange	07/23/58	403	300
Osceola	07/23/58	26	462
Pasco	07/25/58	9 6	455
Pinellas	07/24/58	381	683
Polk	07/24/58	165	452
Seminole	07/23/58	178	26
Sumter	08/01/58	5	6 6
Suwanee	07/23/58	102	360
Taylor	07/22/58	4	254
Volusia	07/23/58	129	244
Wakulla	07/25/58	24	375

NINTH SUPPLEMENTAL INDENTURE dated October 1, 1960**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	11/23/60	119	158
Bay	11/25/60	28	411
Brevard	10/30/91	3157	3822
Citrus	12/01/60	93	370
Columbia	11/17/60	105	133
Dixie	11/16/60	13	331
Flagler	10/30/91	456	816
Franklin	11/17/60	49	375
Gadsden	11/17/60	29	655
Gilchrist	11/16/60	1	473
Gulf	11/21/60	5	409
Hamilton	11/18/60	37	171
Hardee	11/17/60	60	76
Hernando	11/16/60	65	688
Highlands	11/18/60	108	421
Hillsborough	11/23/60	629	675
Jefferson	11/18/60	8	290
Lafayette	11/16/60	38	185
Lake	11/21/60	141	619
Leon	11/23/60	254	479
Levy	11/16/60	23	537
Liberty	11/17/60	"M"	525
Madison	11/22/60	11	153
Marion	11/18/60	54	420
Orange	11/22/60	817	569
Osceola	11/16/60	68	410
Pasco	11/21/60	158	530
Pinellas	11/16/60	1036	239
Polk	11/18/60	440	179
Seminole	11/21/60	332	203
Sumter	11/30/60	25	318
Suwanee	11/17/60	111	282
Taylor	11/18/60	21	626
Volusia	11/21/60	330	281
Wakulla	11/21/60	28	185

TENTH SUPPLEMENTAL INDENTURE dated May 1, 1962**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	06/07/62	188	123
Bay	06/15/62	70	173
Brevard	10/30/91	3157	3858
Citrus	06/08/62	120	221
Columbia	06/05/62	130	187
Dixie	06/05/62	15	36
Flagler	10/30/91	456	852
Franklin	06/06/62	58	333
Gadsden	06/05/62	45	493
Gilchrist	06/05/62	7	261
Gulf	06/06/62	14	147
Hamilton	06/05/62	46	407
Hardee	06/05/62	16	449
Hernando	06/05/62	82	326
Highlands	06/11/62	148	617
Hillsborough	06/11/62	949	738
Jefferson	06/05/62	13	606
Lafayette	06/08/62	39	385
Lake	06/06/62	204	1
Leon	06/11/62	48	49
Levy	06/05/62	27	574
Liberty	06/06/62	0	214
Madison	06/05/62	20	76
Marion	06/15/62	112	412
Orange	06/06/62	1060	464
Osceola	06/05/62	90	389
Pasco	06/08/62	202	457
Pinellas	06/01/62	1438	571
Polk	06/14/62	605	696
Seminole	06/13/62	408	102
Sumter	06/13/62	40	85
Suwanee	06/05/62	116	273
Taylor	06/05/62	34	330
Volusia	06/20/62	456	46
Wakulla	06/11/62	31	349

ELEVENTH SUPPLEMENTAL INDENTURE dated April 1, 1965**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	05/21/65	324	610
Bay	05/28/65	158	231
Brevard	10/30/91	3157	3894
Citrus	05/13/65	179	485
Columbia	05/17/65	184	314
Dixie	05/13/65	6	485
Flagler	10/30/91	456	888
Franklin	05/19/65	72	497
Gadsden	05/18/65	73	410
Gilchrist	05/13/65	17	11
Gulf	05/18/65	24	717
Hamilton	05/13/65	63	327
Hardee	05/13/65	47	377
Hernando	05/13/65	112	236
Highlands	05/21/65	232	421
Hillsborough	05/12/65	1448	57
Jefferson	05/14/65	23	198
Lafayette	05/13/65	1	687
Lake	05/19/65	287	74
Leon	05/21/65	178	48
Levy	05/21/65	34	519
Liberty	05/14/65	6	1
Madison	05/14/65	34	399
Marion	05/24/65	228	528
Orange	05/25/65	1445	830
Osceola	05/18/65	132	351
Pasco	05/13/65	291	437
Pinellas	05/12/65	2154	77
Polk	05/17/65	929	371
Seminole	05/19/65	535	241
Sumter	05/14/65	68	83
Suwanee	05/17/65	24	673
Taylor	05/17/65	56	129
Volusia	05/19/65	708	531
Wakulla	05/17/65	8	6

TWELFTH SUPPLEMENTAL INDENTURE dated November 1, 1965**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/10/65	355	229
Bay	12/20/65	174	619
Brevard	10/30/91	3157	3931
Citrus	12/22/65	192	309
Columbia	12/10/65	194	338
Dixie	12/10/65	9	42
Flagler	10/30/91	456	925
Franklin	12/13/65	76	249
Gadsden	12/10/65	78	606
Gilchrist	12/10/65	19	447
Gulf	12/10/65	26	692
Hamilton	12/10/65	66	303
Hardee	12/10/65	53	426
Hernando	12/13/65	118	441
Highlands	12/20/65	248	20
Hillsborough	12/17/65	1548	603
Jefferson	12/10/65	24	595
Lafayette	12/10/65	2	671
Lake	12/20/65	301	528
Leon	12/20/65	205	170
Levy	12/20/65	36	184
Liberty	12/10/65	6	477
Madison	12/11/65	36	806
Marion	12/27/65	254	153
Orange	12/10/65	1499	785
Osceola	12/10/65	140	445
Pasco	12/13/65	312	19
Pinellas	12/09/65	2283	186
Polk	12/20/65	984	641
Seminole	12/22/65	559	591
Sumter	12/14/65	73	283
Suwanee	12/14/65	30	218
Taylor	12/10/65	59	361
Volusia	12/10/65	755	174
Wakulla	12/20/65	9	390

THIRTEENTH SUPPLEMENTAL INDENTURE dated August 1, 1967**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/22/67	458	347
Bay	08/28/67	223	457
Brevard	10/30/91	3157	3964
Citrus	08/28/67	218	756
Columbia	08/22/67	225	304
Dixie	08/22/67	15	367
Flagler	10/30/91	456	962
Franklin	08/28/67	83	556
Gadsden	08/23/67	96	29
Gilchrist	08/22/67	25	131
Gulf	08/22/67	33	618
Hamilton	08/23/67	76	465
Hardee	08/22/67	71	366
Hernando	08/28/67	137	646
Highlands	08/30/67	288	585
Hillsborough	08/28/67	1795	635
Jefferson	08/23/67	30	662
Lafayette	08/22/67	5	694
Lake	08/25/67	342	196
Leon	08/30/67	280	594
Levy	08/28/67	41	262
Liberty	08/23/67	10	90
Madison	08/23/67	44	606
Marion	09/01/67	324	444
Orange	08/24/67	1660	421
Osceola	08/22/67	164	335
Pasco	08/28/67	370	728
Pinellas	08/21/67	2659	498
Polk	09/06/67	1108	900
Seminole	08/31/67	628	506
Sumter	09/06/67	87	602
Suwanee	08/23/67	47	228
Taylor	08/24/67	67	782
Volusia	08/24/67	964	254
Wakulla	08/31/67	14	755

FOURTEENTH SUPPLEMENTAL INDENTURE dated November 1, 1968**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/06/68	543	198
Bay	12/18/68	262	487
Brevard	10/30/91	3157	3984
Citrus	12/09/68	239	487
Columbia	12/09/68	242	397
Dixie	12/09/68	20	109
Flagler	10/30/91	456	983
Franklin	12/06/68	88	538
Gadsden	12/12/68	110	7
Gilchrist	12/06/68	29	281
Gulf	12/09/68	38	359
Hamilton	12/06/68	82	245
Hardee	12/06/68	83	221
Hernando	12/09/68	164	395
Highlands	12/11/68	319	390
Hillsborough	12/19/68	1977	890
Jefferson	12/09/68	35	32
Lafayette	12/06/68	9	170
Lake	12/06/68	371	438
Leon	12/19/68	342	572
Levy	12/09/68	44	215
Liberty	12/09/68	12	41
Madison	12/09/68	49	627
Marion	12/20/68	375	12
Orange	12/06/68	1785	837
Osceola	12/06/68	183	688
Pasco	12/06/68	423	607
Pinellas	12/06/68	2964	580
Polk	12/10/68	1193	854
Seminole	12/18/68	695	638
Sumter	01/02/69	98	509
Suwanee	12/06/68	60	50
Taylor	12/09/68	73	494
Volusia	12/09/68	1060	466
Wakulla	12/19/68	18	593

FIFTEENTH SUPPLEMENTAL INDENTURE dated August 1, 1969**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/26/69	592	206
Bay	09/03/69	283	513
Brevard	10/30/91	3157	4002
Citrus	08/26/69	251	437
Columbia	09/05/69	251	586
Dixie	08/26/69	21	705
Flagler	10/30/91	456	1001
Franklin	08/26/69	92	363
Gadsden	08/26/69	116	723
Gilchrist	09/04/69	31	539
Gulf	08/26/69	41	23
Hamilton	08/26/69	85	292
Hardee	08/26/69	91	19
Hernando	09/03/69	191	745
Highlands	09/05/69	339	90
Hillsborough	09/03/69	2073	501
Jefferson	08/26/69	37	193
Lafayette	08/26/69	12	235
Lake	09/11/69	389	148
Leon	09/05/69	377	548
Levy	08/26/69	6	348
Liberty	08/29/69	12	680
Madison	08/26/69	52	263
Marion	09/08/69	399	668
Orange	08/27/69	1867	156
Osceola	09/03/69	192	726
Pasco	08/26/69	459	315
Pinellas	08/26/69	3149	131
Polk	09/04/69	1241	971
Seminole	09/05/69	740	500
Sumter	09/05/69	104	504
Suwanee	08/26/69	66	489
Taylor	08/26/69	77	44
Volusia	08/26/69	1123	577
Wakulla	09/05/69	21	231

SIXTEENTH SUPPLEMENTAL INDENTURE dated February 1, 1970**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	03/13/70	625	297
Bay	03/23/70	298	539
Brevard	10/30/91	3157	4019
Citrus	03/16/70	261	729
Columbia	03/13/70	257	622
Dixie	03/13/70	23	107
Flagler	10/30/91	456	1019
Franklin	03/13/70	94	507
Gadsden	03/13/70	121	571
Gilchrist	03/20/70	33	449
Gulf	03/16/70	43	244
Hamilton	03/14/70	87	291
Hardee	03/16/70	97	225
Hernando	03/20/70	212	536
Highlands	03/20/70	352	25
Hillsborough	03/20/70	2146	824
Jefferson	03/13/70	38	643
Lafayette	03/16/70	14	42
Lake	03/13/70	400	545
Leon	04/02/70	406	203
Levy	03/20/70	11	150
Liberty	03/13/70	13	494
Madison	03/13/70	54	152
Marion	03/20/70	419	113
Orange	03/20/70	1927	853
Osceola	03/13/70	199	282
Pasco	03/13/70	487	207
Pinellas	03/23/70	3294	582
Polk	03/27/70	1278	4
Seminole	03/20/70	771	384
Sumter	03/27/70	109	1
Suwanee	03/13/70	71	61
Taylor	03/16/70	79	282
Volusia	03/13/70	1183	353
Wakulla	03/24/70	23	36

SEVENTEENTH SUPPLEMENTAL INDENTURE dated November 1, 1970**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/15/70	678	70
	01/08/71	682	405B
Bay	01/11/71	321	565
Brevard	10/30/91	3157	4030
Citrus	01/07/71	277	324
Columbia	12/16/70	266	25
	01/07/71	266	351
Dixie	01/07/71	25	246
Flagler	10/30/91	456	1030
Franklin	12/15/70	98	171
	01/18/71	98	472
Gadsden	01/07/71	128	705
Gilchrist	01/13/71	36	5
Gulf	12/16/70	46	132
Hamilton	12/16/70	90	201
	01/08/71	90	325
Hardee	12/16/70	106	109
	01/07/71	107	15
Hernando	12/16/70	246	299
	01/13/71	252	715
Highlands	01/11/71	372	79
Hillsborough	01/11/71	2261	308
Jefferson	12/16/70	41	467
Lafayette	01/06/71	16	144
Lake	01/12/71	421	742
Leon	01/14/71	449	244
Levy	01/11/71	18	65
Liberty	12/16/70	14	535
Madison	01/07/71	56	911
Marion	01/11/71	449	33
Orange	01/11/71	2021	24
Osceola	01/29/71	212	353
Pasco	01/08/71	524	86
Pinellas	01/14/71	3467	449
Polk	01/14/71	1331	880
Seminole	01/11/71	819	223
Sumter	01/11/71	115	308
Suwanee	12/17/70	77	82
Taylor	12/17/70	83	53
Volusia	01/11/71	1257	142
Wakulla	01/12/71	26	175

EIGHTEENTH SUPPLEMENTAL INDENTURE dated October 1, 1971**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	11/17/71	755	116
Bay	11/09/71	351	33
Brevard	10/30/91	3157	4062
Citrus	11/16/71	296	490
Columbia	11/15/71	278	597
Dixie	11/09/71	31	23
Flagler	10/30/91	456	1062
Franklin	11/09/71	103	278
Gadsden	11/10/71	138	360
Gilchrist	11/16/71	39	92
Gulf	11/11/71	49	107
Hamilton	11/09/71	93	538
Hardee	11/09/71	119	63
Hernando	11/17/71	280	1
Highlands	11/16/71	393	578
Hillsborough	11/17/71	2393	263
Jefferson	11/11/71	45	135
Lafayette	11/09/71	19	91
Lake	11/16/71	447	834
Leon	11/12/71	496	190
Levy	11/16/71	26	748
Liberty	11/10/71	16	108
Madison	11/11/71	61	220
Marion	11/16/71	487	239
Orange	11/18/71	2144	179
Osceola	11/10/71	229	360
Pasco	11/12/71	569	344
Pinellas	11/09/71	3659	630
Polk	11/16/71	1400	1
Seminole	11/16/71	892	460
Sumter	11/09/71	123	457
Suwanee	11/12/71	86	28
Taylor	11/09/71	87	706
Volusia	11/09/71	1352	118
Wakulla	11/16/71	30	218

NINETEENTH SUPPLEMENTAL INDENTURE dated June 1, 1971**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/31/72	797	81
Bay	07/31/72	378	483
Brevard	10/30/91	3157	4079
Citrus	08/01/72	314	557
Columbia	07/31/72	290	418
Dixie	07/31/72	35	44
Flagler	10/30/91	456	1079
Franklin	07/31/72	107	442
Gadsden	07/31/72	147	296
Gilchrist	07/31/72	41	148
Gulf	07/31/72	51	371
Hamilton	07/31/72	96	573
Hardee	07/31/72	130	35
Hernando	07/31/72	295	702
Highlands	07/31/72	409	578
Hillsborough	07/31/72	2518	15
Jefferson	07/31/72	48	389
Lafayette	08/04/72	22	70
Lake	08/02/72	474	134
Leon	08/02/72	537	763
Levy	08/02/72	35	5
Liberty	08/03/72	17	319
Madison	08/03/72	65	120
Marion	08/02/72	521	427
Orange	08/03/72	2259	950
Osceola	08/02/72	245	626
Pasco	08/03/72	619	487
Pinellas	08/02/72	3846	454
Polk	08/02/72	1467	276
Seminole	08/03/72	948	1035
Sumter	08/02/72	131	348
Suwanee	08/02/72	93	785
Taylor	08/03/72	92	198
Volusia	08/02/72	1456	420
Wakulla	08/03/72	33	147

TWENTIETH SUPPLEMENTAL INDENTURE dated November 1, 1972**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	01/22/73	818	709
Bay	01/22/73	400	226
Brevard	10/30/91	3157	4096
Citrus	01/22/73	328	152
Columbia	01/22/73	298	244
Dixie	01/22/73	38	92
Flagler	10/30/91	456	1096
Franklin	01/22/73	110	446
Gadsden	01/22/73	154	117
Gilchrist	01/22/73	42	685
Gulf	01/22/73	52	813
Hamilton	01/22/73	99	270
Hardee	01/22/73	138	88
Hernando	01/22/73	306	325
Highlands	01/22/73	422	5
Hillsborough	01/22/73	2612	659
Jefferson	01/23/73	50	632
Lafayette	01/22/73	23	338
Lake	01/22/73	492	696
Leon	01/25/73	567	238
Levy	01/22/73	40	755
Liberty	01/23/73	18	51
Madison	01/23/73	67	413
Marion	01/22/73	546	125
Orange	01/22/73	2345	569
Osceola	01/24/73	256	564
Pasco	01/22/73	654	281
Pinellas	01/23/73	3980	788
Polk	01/24/73	1514	854
Seminole	01/22/73	136	696
Sumter	01/22/73	136	696
Suwanee	01/22/73	98	583
Taylor	01/22/73	95	99
Volusia	01/22/73	1533	327
Wakulla	01/26/73	35	266

TWENTY-FIRST SUPPLEMENTAL INDENTURE dated June 1, 1973**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/30/73	850	668
Bay	08/30/73	431	401
Brevard	10/30/91	3157	4126
Citrus	08/31/73	349	609
Columbia	08/30/73	309	245
Dixie	08/30/73	41	473
Flagler	10/30/91	456	1126
Franklin	08/31/73	115	120
Gadsden	08/31/73	164	90
Gilchrist	08/31/73	45	387
Gulf	09/04/73	54	736
Hamilton	09/04/73	104	250
Hardee	08/31/73	149	295
Hernando	08/31/73	321	479
Highlands	08/31/73	442	961
Hillsborough	08/31/73	2740	278
Jefferson	08/31/73	54	591
Lafayette	09/07/73	26	73
Lake	08/31/73	520	70
Leon	09/06/73	609	543
Levy	09/05/73	50	741
Liberty	08/31/73	19	111
Madison	08/31/73	71	22
Marion	09/04/73	585	491
Orange	09/07/73	2448	1009
Osceola	09/06/73	272	204
Pasco	09/04/73	707	613
Pinellas	08/31/73	4073	767
Polk	08/31/73	1550	1341
Seminole	09/04/73	993	0048
Sumter	08/31/73	144	265
Suwanee	09/04/73	106	192
Taylor	08/31/73	99	444
Volusia	08/31/73	1647	440
Wakulla	08/31/73	38	458

TWENTY-SECOND SUPPLEMENTAL INDENTURE dated December 1, 1973**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	02/28/74	876	74
Bay	02/28/74	457	572
Brevard	10/30/91	3157	4155
Citrus	03/18/74	365	200
Columbia	03/01/74	319	179
Dixie	02/28/74	44	149
Flagler	10/30/91	456	1155
Franklin	03/01/74	119	14
Gadsden	03/01/74	171	264
Gilchrist	02/28/74	48	25
Gulf	03/01/74	56	427
Hamilton	03/01/74	109	89
Hardee	02/28/74	158	140
Hernando	02/28/74	333	455
Highlands	02/28/74	458	394
Hillsborough	02/28/74	2842	642
Jefferson	03/01/74	58	5
Lafayette	03/01/74	28	34
Lake	03/04/74	540	77
Leon	03/01/74	638	672
Levy	02/28/74	57	769
Liberty	03/01/74	20	54
Madison	03/01/74	73	545
Marion	02/28/74	617	19
Orange	02/28/74	2504	1707
Osceola	03/01/74	284	344
Pasco	03/01/74	739	1360
Pinellas	02/28/74	4141	1397
Polk	02/28/74	1578	1983
Seminole	03/04/74	1010	1601
Sumter	03/01/74	150	278
Suwanee	03/04/74	111	766
Taylor	03/04/74	102	694
Volusia	03/04/74	1712	645
Wakulla	03/05/74	40	626

TWENTY-THIRD SUPPLEMENTAL INDENTURE dated October 1, 1976**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	11/29/76	1035	716
Bay	11/29/76	600	687
Brevard	10/30/91	3157	4184
Citrus	12/08/76	448	668
Columbia	12/03/76	370	898
Dixie	11/29/76	56	160
Flagler	10/30/91	456	1184
Franklin	11/29/76	136	420
Gadsden	12/06/76	219	533
Gilchrist	11/30/76	62	464
Gulf	11/30/76	68	753
Hamilton	11/30/76	131	855
Hardee	11/29/76	212	10
Hernando	12/03/76	397	623
Highlands	11/29/76	535	951
Hillsborough	11/29/76	3181	1281
Jefferson	11/29/76	75	198
Lafayette	11/29/76	36	422
Lake	12/06/76	620	66
Leon	11/30/76	823	723
Levy	11/29/76	98	32
Liberty	11/29/76	25	104
Madison	12/06/76	89	124
Marion	12/08/76	779	258
Orange	12/06/76	2745	889
Osceola	11/30/76	345	524
Pasco	12/03/76	867	1165
Pinellas	12/03/76	4484	1651
Polk	11/29/76	1720	2000
Seminole	12/06/76	1105	1137
Sumter	11/30/76	181	97
Suwanee	11/29/76	146	437
Taylor	11/30/76	123	111
Volusia	12/06/76	1872	1438
Wakulla	12/07/76	53	837

TWENTY-FOURTH SUPPLEMENTAL INDENTURE dated April 1, 1979**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	06/11/79	1212	956
Bay	06/12/79	734	343
Brevard	10/30/91	3157	4212
Citrus	06/12/79	538	1687
Columbia	06/14/79	429	139
Dixie	06/12/79	68	122
Flagler	10/30/91	456	1212
Franklin	06/13/79	159	186
Gadsden	06/13/79	259	396
Gilchrist	06/12/79	77	260
Gulf	06/14/79	78	174
Hamilton	06/12/79	142	859
Hardee	06/12/79	245	558
Hernando	06/12/79	443	17
Highlands	06/13/79	620	77
Hillsborough	06/12/79	3523	1162
Jefferson	06/13/79	93	685
Lafayette	06/13/79	44	496
Lake	06/12/79	678	266
Leon	06/15/79	931	526
Levy	06/12/79	141	163
Liberty	06/13/79	30	394
Madison	06/13/79	108	655
Marion	06/13/79	976	451
Orange	06/13/79	3018	812
Osceola	06/12/79	438	115
Pasco	06/14/79	1013	126
Pinellas	06/12/79	4867	291
Polk	06/12/79	1881	2012
Seminole	06/12/79	1228	606
Sumter	06/12/79	216	642
Suwanee	06/12/79	184	514
Taylor	06/13/79	145	686
Volusia	06/12/79	2082	1430
Wakulla	06/13/79	69	884

TWENTY-FIFTH SUPPLEMENTAL INDENTURE dated April 1, 1980**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/25/80	1290	319
Bay	07/25/80	794	596
Brevard	10/30/91	3157	4238
Citrus	07/28/80	560	2030
Columbia	07/24/80	451	126
Dixie	07/24/80	73	220
Flagler	10/30/91	456	1238
Franklin	07/28/80	169	589
Gadsden	07/25/80	275	649
Gilchrist	07/24/80	84	551
Gulf	07/28/80	82	290
Hamilton	07/25/80	148	774
Hardee	07/25/80	257	823
Hernando	07/24/80	465	441
Highlands	07/29/80	658	523
Hillsborough	07/24/80	3684	411
Jefferson	07/25/80	101	387
Lafayette	07/24/80	47	586
Lake	07/24/80	705	977
Leon	07/25/80	966	426
Levy	07/25/80	161	478
Liberty	07/25/80	32	981
Madison	07/28/80	117	572
Marion	07/28/80	1027	1141
Orange	07/25/80	3127	1401
Osceola	07/30/80	489	198
Pasco	07/25/80	1077	1362
Pinellas	06/24/80	5038	2013
Polk	07/25/80	1956	1808
Seminole	07/28/80	1288	1105
Sumter	07/25/80	233	598
Suwanee	07/29/80	200	618
Taylor	07/28/80	156	740
Volusia	07/25/80	2185	587
Wakulla	07/28/80	76	879

TWENTY-SIXTH SUPPLEMENTAL INDENTURE dated November 1, 1980**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	01/27/81	1326	527
Bay	01/26/81	823	570
Brevard	10/30/91	3157	4267
Citrus	01/28/81	570	1391
Columbia	01/27/81	461	435
Dixie	01/23/81	75	785
Flagler	10/30/91	456	1267
Franklin	01/27/81	174	320
Gadsden	01/26/81	282	356
Gilchrist	01/23/81	87	484
Gulf	01/26/81	84	307
Hamilton	01/26/81	151	44
Hardee	01/27/81	264	214
Hernando	01/26/81	476	916
Highlands	01/26/81	676	12
Hillsborough	01/26/81	3760	1223
Jefferson	01/26/81	104	658
Lafayette	01/27/81	49	175
Lake	01/27/81	717	2439
Leon	01/30/81	983	1982
Levy	01/26/81	169	716
Liberty	01/26/81	33	875
Madison	01/27/81	121	535
Marion	01/26/81	1051	47
Orange	01/26/81	3167	2388
Osceola	01/28/81	512	78
Pasco	01/26/81	1108	1247
Pinellas	12/31/80	5128	1781
Polk	01/27/81	1994	436
Seminole	01/27/81	1317	775
Sumter	01/26/81	241	211
Suwanee	01/27/81	209	696
Taylor	01/26/81	161	461
Volusia	01/26/81	2236	1396
Wakulla	01/26/81	79	837

TWENTY-SEVENTH SUPPLEMENTAL INDENTURE dated November 15, 1980**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	02/10/81	1328	880
Bay	02/10/81	825	667
Brevard	10/30/91	3157	4295
Citrus	02/13/81	571	1236
Columbia	02/09/81	462	275
Dixie	02/09/81	76	147
Flagler	10/30/91	456	1295
Franklin	02/11/81	174	590
Gadsden	02/11/81	283	105
Gilchrist	02/13/81	88	100
Gulf	02/17/81	84	561
Hamilton	02/11/81	151	256
Hardee	02/11/81	264	618
Hernando	02/10/81	477	904
Highlands	02/11/81	677	519
Hillsborough	02/10/81	3766	35
Jefferson	02/12/81	105	318
Lafayette	02/10/81	49	299
Lake	02/10/81	718	2428
Leon	02/18/81	985	1655
Levy	02/12/81	170	567
Liberty	02/12/81	34	94
Madison	02/11/81	122	47
Marion	02/10/81	1052	1660
Orange	02/11/81	3171	1797
Osceola	02/13/81	514	336
Pasco	02/10/81	1111	307
Pinellas	02/10/81	5147	951
Polk	02/11/81	1997	527
Seminole	02/11/81	1319	1660
Sumter	02/11/81	241	746
Suwanee	02/11/81	210	652
Taylor	02/11/81	161	793
Volusia	02/10/81	2241	333
Wakulla	02/11/81	80	188

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE dated May 1, 1981**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	06/08/81	1351	161
Bay	07/20/81	853	623
Brevard	10/30/91	3157	4321
Citrus	06/08/81	578	919
Columbia	06/08/81	469	507
Dixie	06/09/81	78	172
Flagler	10/30/91	456	1321
Franklin	06/10/81	178	166
Gadsden	06/08/81	286	1847
Gilchrist	06/05/81	90	526
Gulf	06/09/81	85	881
Hamilton	06/08/81	152	776
Hardee	06/05/81	267	797
Hernando	06/05/81	484	1645
Highlands	06/05/81	689	338
Hillsborough	06/05/81	3814	700
Jefferson	06/09/81	107	352
Lafayette	06/05/81	50	758
Lake	06/08/81	727	209
Leon	06/08/81	996	1780
Levy	06/08/81	176	81
Liberty	06/12/81	34	859
Madison	06/08/81	125	615
Marion	06/05/81	1068	1824
Orange	06/08/81	3199	783
Osceola	06/09/81	532	1
Pasco	06/05/81	1132	1007
Pinellas	06/05/81	5201	1902
Polk	06/12/81	2022	642
Seminole	06/08/81	1340	894
Sumter	06/05/81	246	210
Suwanee	06/05/81	217	153
Taylor	06/09/81	165	536
Volusia	06/05/81	2272	1296
Wakulla	06/08/81	82	500

TWENTY-NINTH SUPPLEMENTAL INDENTURE dated September 1, 1982**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	10/06/82	1440	284
Bay	10/08/82	912	523
Brevard	10/30/91	3157	4348
Citrus	10/07/82	604	1403
Columbia	10/06/82	498	260
Dixie	10/07/82	85	2
Flagler	10/30/91	456	1348
Franklin	10/11/82	191	239
Gadsden	10/08/82	297	266
Gilchrist	10/07/82	98	657
Gulf	10/07/82	91	125
Hamilton	10/06/82	159	396
Hardee	10/07/82	281	339
Hernando	10/06/82	510	1386
Highlands	10/08/82	733	571
Hillsborough	10/06/82	4009	985
Jefferson	10/08/82	115	766
Lafayette	10/06/82	55	163
Lake	10/08/82	759	836
Leon	10/07/82	1041	20
Levy	10/06/82	198	511
Liberty	10/07/82	38	218
Madison	10/07/82	136	685
Marion	10/06/82	1128	717
Orange	10/07/82	3316	738
Osceola	10/11/82	606	68
Pasco	10/06/82	1212	1279
Pinellas	10/07/82	5411	1407
Polk	10/07/82	2110	93
Seminole	10/06/82	1416	535
Sumter	10/06/82	263	631
Suwanee	10/06/82	238	524
Taylor	10/07/82	178	879
Volusia	10/06/82	2391	1879
Wakulla	10/07/82	91	306

THIRTIETH SUPPLEMENTAL INDENTURE dated October 1, 1982**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/02/82	1450	90
Bay	12/06/82	916	1538
Brevard	10/30/91	3157	4364
Citrus	12/03/82	607	1034
Columbia	12/06/82	501	729
Dixie	12/06/82	86	49
Flagler	10/30/91	456	1364
Franklin	12/07/82	192	448
Gadsden	12/06/82	298	608
Gilchrist	12/03/82	100	18
Gulf	12/07/82	91	744
Hamilton	12/06/82	160	118
Hardee	12/08/82	283	11
Hernando	12/03/82	513	992
Highlands	12/07/82	738	221
Hillsborough	12/03/82	4033	293
Jefferson	12/06/82	117	9
Lafayette	12/06/82	55	444
Lake	12/03/82	763	19
Leon	12/07/82	1047	812
Levy	12/06/82	201	136
Liberty	12/08/82	38	547
Madison	12/07/82	137	808
Marion	12/07/82	1135	1015
Orange	12/06/82	3330	2301
Osceola	12/09/82	615	721
Pasco	12/06/82	1222	1592
Pinellas	11/23/82	5434	229
Polk	12/08/82	2121	118
Seminole	12/06/82	1425	1476
Sumter	12/06/82	265	768
Suwanee	12/07/82	240	699
Taylor	12/06/82	180	189
Volusia	12/06/82	2406	460
Wakulla	12/06/82	92	272

THIRTY-FIRST SUPPLEMENTAL INDENTURE dated November 1, 1991**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/05/91	1836	2215
Bay	12/04/91	1347	1335
Brevard	12/05/91	3165	1204
Citrus	12/04/91	917	725
Columbia	12/04/91	753	1847
Dixie	12/09/91	156	90
Flagler	12/04/91	458	1266
Franklin	12/04/91	364	11
Gadsden	12/04/91	386	1240
Gilchrist	12/09/91	182	573
Gulf	12/04/91	148	72
Hamilton	12/04/91	294	236
Hardee	12/04/91	420	322
Hernando	12/03/91	843	1139
Highlands	12/03/91	1161	1860
Hillsborough	12/04/91	6449	1412
Jefferson	12/04/91	225	39
Lafayette	12/05/91	87	430
Lake	12/04/91	1138	1083
Leon	12/04/91	1530	452
Levy	12/05/91	446	454
Liberty	12/04/91	68	508
Madison	12/04/91	258	173
Marion	12/04/91	1787	161
Orange	12/06/91	4352	22
Osceola	12/05/91	1042	587
Pasco	12/03/91	2071	503
Pinellas	11/13/91	7731	740
Polk	12/06/91	3041	1252
Seminole	12/05/91	2364	1942
Sumter	12/03/91	443	254
Suwanee	12/05/91	423	515
Taylor	12/04/91	296	232
Volusia	12/09/91	3712	968
Wakulla	12/05/91	185	524

THIRTY-SECOND SUPPLEMENTAL INDENTURE dated December 1, 1992**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/30/92	1888	2338
Bay	12/30/92	1410	42
Brevard	12/29/92	3256	2503
Citrus	12/29/92	965	231
Columbia	12/30/92	769	532
Dixie	12/30/92	165	484
Flagler	12/30/92	480	212
Franklin	12/30/92	399	1
Gadsden	12/30/92	399	1762
Gilchrist	12/30/92	194	693
Gulf	01/06/93	157	343
Hamilton	12/29/92	314	215
Hardee	12/31/92	439	211
Hernando	12/29/92	894	688
Highlands	12/29/92	1200	1665
Hillsborough	12/30/92	6838	810
Jefferson	12/30/92	250	196
Lafayette	12/30/92	92	129
Lake	12/30/92	1203	323
Leon	01/07/93	1611	2296
Levy	12/29/92	479	312
Liberty	12/30/92	73	427
Madison	12/30/92	292	205
Marion	12/29/92	1888	1815
Orange	12/30/92	4506	2985
Osceola	12/31/92	1102	2325
Pasco	12/29/92	3101	950
Pinellas	12/15/92	8120	1705
Polk	12/31/92	3185	899
Seminole	12/29/92	2525	1408
Sumter	12/29/92	471	468
Suwanee	12/29/92	449	469
Taylor	01/21/93	313	221
Volusia	12/30/92	3797	1647
Wakulla	12/31/92	204	765

THIRTY-THIRD SUPPLEMENTAL INDENTURE dated December 1, 1992**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/30/92	1888	2426
Bay	12/30/92	1410	130
Brevard	12/29/92	3256	2592
Citrus	12/29/92	965	319
Columbia	12/30/92	769	622
Dixie	12/30/92	165	572
Flagler	12/30/92	480	300
Franklin	12/30/92	399	89
Gadsden	12/30/92	399	1850
Gilchrist	12/30/92	195	1
Gulf	01/06/93	157	431
Hamilton	12/29/92	315	1
Hardee	12/31/92	439	299
Hernando	12/29/92	894	776
Highlands	12/29/92	1200	1754
Hillsborough	12/30/92	6838	898
Jefferson	12/30/92	250	285
Lafayette	12/30/92	92	217
Lake	12/30/92	1203	411
Leon	01/07/93	1611	2384
Levy	12/29/92	479	400
Liberty	12/30/92	73	515
Madison	12/30/92	292	293
Marion	12/29/92	1888	1903
Orange	12/30/92	4506	3073
Osceola	12/31/92	1102	2413
Pasco	12/29/92	3101	1038
Pinellas	12/15/92	8120	1795
Polk	12/31/92	3185	987
Seminole	12/29/92	2525	1496
Sumter	12/29/92	471	556
Suwanee	12/29/92	449	595
Taylor	01/21/93	313	309
Volusia	12/30/92	3797	1735
Wakulla	12/31/92	204	853

THIRTY-FOURTH SUPPLEMENTAL INDENTURE dated February 1, 1993**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	02/23/93	1895	1712
Bay	02/22/93	1418	1202
Brevard	02/22/93	3268	4928
Citrus	03/03/93	972	1372
Columbia	02/23/93	771	1030
Dixie	02/23/93	166	771
Flagler	02/23/93	483	86
Franklin	02/23/93	404	209
Gadsden	02/22/93	402	153
Gilchrist	02/22/93	196	612
Gulf	02/22/93	158	636
Hamilton	02/22/93	317	37
Hardee	02/26/93	442	29
Hernando	02/22/93	901	1009
Highlands	02/23/93	1206	1393
Hillsborough	02/23/93	6891	182
Jefferson	02/23/93	254	267
Lafayette	02/22/93	92	788
Lake	02/22/93	1211	1060
Leon	02/23/93	1621	51
Levy	02/22/93	484	459
Liberty	02/22/93	74	366
Madison	02/22/93	297	50
Marion	03/01/93	1902	1706
Orange	03/01/93	4527	4174
Osceola	02/23/93	1111	2070
Pasco	03/01/93	3118	1205
Pinellas	02/09/93	8173	382
Polk	02/22/93	3203	2186
Seminole	02/22/93	2547	765
Sumter	02/22/93	475	750
Suwanee	02/23/93	454	51
Taylor	02/25/93	314	853
Volusia	02/23/93	3808	3551
Wakulla	02/23/93	207	396

THIRTY-FIFTH SUPPLEMENTAL INDENTURE dated March 1, 1993**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	03/22/93	1898	2769
Bay	03/23/93	1423	659
Brevard	03/22/93	3275	3473
Citrus	03/22/93	975	1
Columbia	03/24/93	772	1536
Dixie	03/23/93	167	499
Flagler	03/23/93	484	1113
Franklin	03/22/93	407	47
Gadsden	03/22/93	403	66
Gilchrist	03/22/93	197	704
Gulf	03/22/93	159	388
Hamilton	03/22/93	320	1
Hardee	03/22/93	443	137
Hernando	03/22/93	905	480
Highlands	03/22/93	1210	47
Hillsborough	03/22/93	6917	972
Jefferson	03/24/93	257	40
Lafayette	03/23/93	93	218
Lake	03/23/93	1216	1165
Leon	03/23/93	1626	1941
Levy	03/23/93	487	375
Liberty	03/22/93	74	627
Madison	03/22/93	299	211
Marion	03/22/93	1910	738
Orange	03/23/93	4539	2634
Osceola	03/25/93	1115	2511
Pasco	03/22/93	3129	149
Pinellas	03/10/93	8200	2030
Polk	03/22/93	3214	1331
Seminole	03/22/93	2559	1330
Sumter	03/22/93	478	191
Suwanee	03/24/93	456	58
Taylor	03/26/93	316	580
Volusia	03/23/93	3814	4453
Wakulla	03/22/93	208	563

THIRTY-SIXTH SUPPLEMENTAL INDENTURE dated July 1, 1993**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/06/93	1919	2335
Bay	08/09/93	1447	1661
Brevard	08/05/93	3312	2304
Citrus	08/06/93	994	111
Columbia	08/09/93	778	736
Dixie	08/10/93	171	595
Flagler	08/06/93	493	183
Franklin	08/16/93	423	78
Gadsden	08/06/93	407	1440
Gilchrist	08/06/93	202	372
Gulf	08/06/93	162	831
Hamilton	08/06/93	326	301
Hardee	08/06/93	450	623
Hernando	08/09/93	925	1936
Highlands	08/06/93	1225	1608
Hillsborough	08/05/93	7071	222
Jefferson	08/10/93	266	252
Lafayette	08/09/93	95	394
Lake	08/06/93	1241	430
Leon	08/09/93	1660	1955
Levy	08/06/93	500	395
Liberty	08/06/93	76	362
Madison	08/06/93	312	20
Marion	08/06/93	1948	1022
Orange	08/09/93	4602	366
Osceola	08/06/93	1138	832
Pasco	08/05/93	3182	104
Pinellas	07/20/93	8342	522
Polk	08/05/93	3268	1251
Seminole	08/09/93	2627	330
Sumter	08/05/93	489	700
Suwanee	08/09/93	467	488
Taylor	08/06/93	323	490
Volusia	08/06/93	3848	2752
Wakulla	08/06/93	217	104

THIRTY-SEVENTH SUPPLEMENTAL INDENTURE dated December 1, 1993**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/29/93	1942	1768
Bay	12/29/93	1473	1090
Brevard	12/28/93	3353	2186
Citrus	12/29/93	1013	1791
Columbia	12/30/93	784	1174
Dixie	01/04/94	175	744
Flagler	12/30/93	503	269
Franklin	12/30/93	437	69
Gadsden	12/29/93	412	1638
Gilchrist	01/03/94	207	597
Gulf	12/29/93	166	710
Hamilton	12/29/93	334	78
Hardee	12/28/93	458	139
Hernando	12/30/93	947	1037
Highlands	12/29/93	1241	1888
Hillsborough	12/29/93	7235	1829
Jefferson	12/30/93	276	231
Lafayette	12/29/93	97	746
Lake	12/29/93	1267	2229
Leon	12/29/93	1698	1017
Levy	12/30/93	512	733
Liberty	12/29/93	78	291
Madison	12/29/93	324	302
Marion	12/29/93	1990	1962
Orange	12/29/93	4675	2208
Osceola	12/30/93	1163	2641
Pasco	12/29/93	3239	112
Pinellas	12/15/93	8502	2162
Polk	12/28/93	3327	562
Seminole	12/28/93	2703	466
Sumter	12/28/93	502	167*
Suwanee	12/29/93	478	324
Taylor	12/29/93	330	533
Volusia	12/29/93	3885	2736
Wakulla	12/30/93	224	727

* Due to a scrivener's error, the Thirty-Ninth and Fortieth Supplemental Indentures to the Original Indenture erroneously indicated a page number of 157.

THIRTY-EIGHTH SUPPLEMENTAL INDENTURE dated July 25, 1994**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	08/08/94	1975	2678
Bay	08/08/94	1516	432
Brevard	08/08/94	3412	3309
Citrus	08/08/94	1044	2108
Columbia	08/08/94	794	188
Dixie	08/11/94	183	3
Flagler	08/08/94	516	1458
Franklin	08/10/94	465	42
Gadsden	08/09/94	422	570
Gilchrist	08/10/94	216	477
Gulf	08/08/94	172	664
Hamilton	08/08/94	347	189
Hardee	08/08/94	471	495
Hernando	09/06/94	983	887
Highlands	08/08/94	1267	791
Hillsborough	08/10/94	7485	745
Jefferson	08/09/94	298	22
Lafayette	08/09/94	101	626
Lake	08/09/94	1311	1274
Leon	08/08/94	1754	594
Levy	08/08/94	533	45
Liberty	08/09/94	81	566
Madison	08/08/94	348	172
Marion	08/10/94	2060	1272
Orange	08/09/94	4779	4850
Osceola	08/08/94	1205	1060
Pasco	08/08/94	3326	1162
Pinellas	07/25/94	8734	1574
Polk	08/08/94	3423	2168
Seminole	08/08/94	2809	131
Sumter	08/08/94	524	256
Suwanee	08/08/94	500	170
Taylor	08/09/94	342	576
Volusia	08/11/94	3942	4371
Wakulla	08/10/94	239	322

THIRTY-NINTH SUPPLEMENTAL INDENTURE dated July 1, 2001**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/16/01	2371	1703
Bay	07/24/01	2052	225
Brevard	07/24/01	4387	206
Citrus	07/16/01	1440	322
Columbia	07/24/01	931	1741
Dixie	07/23/01	262	1
Flagler	07/24/01	758	320
Franklin	07/26/01	671	542
Gadsden	07/23/01	529	134
Gilcrest	07/23/01	2001	3068
Gulf	07/24/01	262	872
Hamilton	07/23/01	504	59
Hardee	07/23/01	614	764
Hernando	07/16/01	1437	619
Highlands	07/16/01	1556	1380
Hillsborough	07/23/01	10952	1626
Jefferson	07/23/01	471	268
Lafayette	07/23/01	169	348
Lake	07/16/01	1974	2275
Leon	07/23/01	2530	74
Levy	07/23/01	752	726
Liberty	07/23/01	124	311
Madison	07/24/01	587	48
Manatee	07/23/01	1692	6974
Marion	07/16/01	2987	1131
Orange	07/16/01	6302	3365
Osceola	07/16/01	1902	1112
Pasco	07/16/01	4667	77
Pinellas	07/13/01	11475	2488
Polk	07/16/01	4751	1
Seminole	07/16/01	4128	170
Sumter	07/16/01	894	40
Suwannee	07/23/01	877	77
Taylor	07/23/01	464	215
Volusia	07/17/01	4714	4356
Wakulla	07/23/01	414	599

FORTIETH SUPPLEMENTAL INDENTURE dated July 1, 2002**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	07/19/02	2486	439
Bay	07/19/02	2164	520
Brevard	07/01/01	4641	2591
Citrus	07/19/02	1521	2
Columbia	07/19/02	958	500
Dixie	07/19/02	277	1
Flagler	07/24/02	838	776
Franklin	07/24/02	706	23
Gadsden	07/19/02	548	415
Gilchrist*	07/19/02		Instrument Number 2002 3363
Gulf	07/19/02	285	369
Hamilton	07/19/02	530	143
Hardee	07/19/02	630	147
Hernando	07/19/02	1552	745
Highlands	07/19/02	1616	1919
Hillsborough	07/19/02	11790	0680
Jefferson	07/22/02	0492	0001
Lafayette	07/19/02	181	406
Lake	07/22/02	02145	1576
Leon	07/19/02	R2697	01718
Levy	07/19/02	795	531
Liberty	07/19/02	131	454
Madison	07/19/02	627	171
Manatee	07/19/02	1759	970
Marion	07/19/02	3203	0458
Orange	07/23/02	6573	5463
Osceola	07/22/02	2082	1419
Pasco	07/19/02	5012	1362
Pinellas	07/26/02	12128	1700
Polk	07/19/02	5064	0027
Seminole	07/23/02	4468	0429
Sumter	07/19/02	988	512
Suwannee	07/19/02	948	7
Taylor	07/19/02	484	562
Volusia	07/19/02	4898	2002
Wakulla	07/22/02	450	344

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-FIRST SUPPLEMENTAL INDENTURE dated February 1, 2003**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	03/10/03	2620	1182
Bay	03/20/03	2252	1616
Brevard	03/10/03	4845	847
Citrus	03/10/03	1580	537
Columbia	03/10/03	976	2505
Dixie	03/10/03	285	654
Flagler	03/10/03	905	1523
Franklin	03/12/03	729	424
Gadsden	03/10/03	561	1091
Gilchrist*	03/10/03		Instrument Number 2003 1224
Gulf	03/10/03	301	432
Hamilton	03/10/03	543	358
Hardee	03/10/03	640	218
Hernando	03/07/03	1636	204
Highlands	03/10/03	1660	726
Hillsborough	03/10/03	12427	1748
Jefferson	03/10/03	507	98
Lafayette	03/10/03	189	107
Lake	03/10/03	2276	2224
Leon	03/11/03	2827	95
Levy	03/10/03	826	208
Liberty	03/11/03	136	479
Madison	03/09/03	653	69
Manatee	03/07/03	1809	6624
Marion	03/10/03	3363	1414
Orange	03/10/03	6820	89
Osceola	03/10/03	2208	1762
Pasco	03/07/03	5267	216
Pinellas	03/06/03	12582	1011
Polk	03/06/03	5289	1762
Seminole	03/10/03	4745	970
Sumter	03/07/03	1052	4
Suwannee	03/10/03	995	83
Taylor	03/10/03	497	542
Volusia	03/10/03	5033	4056
Wakulla	03/10/03	478	79

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-SECOND SUPPLEMENTAL INDENTURE dated April 1, 2003**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	05/27/2003	2676	753
Bay	05/27/2003	2283	585
Brevard	06/06/2003	4935	345
Citrus	05/23/2003	1604	305
Columbia	05/23/2003	984	87
Dixie	05/23/2003	289	447
Flagler	05/27/2003	935	151
Franklin	05/27/2003	739	166
Gadsden	05/23/2003	566	840
Gilchrist*	05/23/2003		Instrument Number 2003002716
Gulf	05/27/2003	307	784
Hamilton	05/23/2003	549	1
Hardee	05/28/2003	644	670
Hernando	05/23/2003	1671	1084
Highlands	05/23/2003	1676	1168
Hillsborough	05/28/2003	12682	320
Jefferson	05/23/2003	512	367
Lafayette	05/23/2003	191	373
Lake	05/22/2003	2324	1507
Leon	05/28/2003	2874	1027
Levy	05/27/2003	837	42
Liberty	05/27/2003	138	218
Madison	05/23/2003	664	225
Manatee	05/28/2003	1831	1979
Marion	05/30/2003	3426	1046
Orange	05/23/2003	6925	2125
Osceola	05/22/2003	2256	2207
Pasco	05/23/2003	5370	1906
Pinellas	05/23/2003	12767	1631
Polk	05/23/2003	5372	1233
Seminole	05/30/2003	4843	1879
Sumter	05/30/2003	1076	307
Suwannee	05/23/2003	1013	263
Taylor	05/28/2003	502	773
Volusia	06/02/2003	5084	4311
Wakulla	05/23/2003	488	388

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-THIRD SUPPLEMENTAL INDENTURE dated November 1, 2003**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	12/30/2003	2831	1359
Bay	01/12/2004	2385	484
Brevard	01/08/2004	5166	2137
Citrus	12/29/2003	1675	939
Columbia	12/30/2003	1003	767
Dixie	12/30/2003	300	401
Flagler	12/29/2003	1024	1365
Franklin	12/30/2003	769	78
Gadsden	12/29/2003	580	1923
Gilchrist*	12/30/2003		Instrument Number 2003006794
Gulf	12/30/2003	327	232
Hamilton	12/29/2003	563	163
Hardee	12/29/2003	656	951
Hernando	12/31/2003	1776	1140
Highlands	12/29/2003	1727	647
Hillsborough	12/31/2003	13433	1463
Jefferson	12/30/2003	530	192
Lafayette	12/30/2003	199	454
Lake	12/30/2003	2478	691
Leon	01/08/2004	3018	255
Levy	01/05/2004	868	897
Liberty	12/30/2003	142	561
Madison	12/30/2003	695	129
Manatee	12/30/2003	1891	3077
Marion	01/05/2004	3610	1489
Orange	12/30/2003	7245	2525
Osceola	01/07/2004	2418	906
Pasco	12/30/2003	5676	531
Pinellas	12/23/2003	13265	2523
Polk	12/29/2003	5624	1278
Seminole	12/30/2003	5149	1458
Sumter	01/06/2004	1156	447
Suwannee	12/30/2003	1065	398
Taylor	12/30/2003	516	670
Volusia	12/29/2003	5232	3126
Wakulla	12/29/2003	518	436

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-FOURTH SUPPLEMENTAL INDENTURE dated August 1, 2004**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	09/08/2004	2989	679
Bay	09/20/2004	2503	1164
Brevard	09/10/2004	5358	4062
Citrus	09/08/2004	1761	1476
Columbia	09/08/2004	1025	1081
Dixie	09/08/2004	313	405
Flagler	09/10/2004	1141	1282
Franklin	09/07/2004	811	160
Gadsden	09/09/2004	596	209
Gilchrist*	09/08/2004		Instrument Number 2004004967
Gulf	09/08/2004	351	826
Hamilton	09/08/2004	579	91
Hardee	09/07/2004	669	579
Hernando	09/09/2004	1897	1207
Highlands	09/07/2004	1787	1955
Hillsborough	09/16/2004	14220	1091
Jefferson	09/08/2004	552	115
Lafayette	09/10/2004	209	329
Lake	09/09/2004	2652	1330
Leon	09/10/2004	3158	1432
Levy	09/08/2004	905	525
Liberty	09/09/2004	148	295
Madison	09/08/2004	728	181
Manatee	09/09/2004	1955	6519
Marion	09/14/2004	3819	714
Orange	09/17/2004	7618	4387
Osceola	09/15/2004	2595	1666
Pasco	09/15/2004	6027	311
Pinellas	09/09/2004	13817	1552
Polk	09/09/2004	5915	905
Seminole	09/14/2004	5450	663
Sumter	09/17/2004	1267	646
Suwannee	09/08/2004	1133	1
Taylor	09/07/2004	532	603
Volusia	09/16/2004	5399	4694
Wakulla	09/08/2004	556	566

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-FIFTH SUPPLEMENTAL INDENTURE dated May 1, 2005**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	05/25/2005	3130	992
Bay	05/26/2005	2614	528
Brevard	05/31/2005	5474	4268
Citrus	06/03/2005	1862	2370
Columbia	05/26/2005	1047	766
Dixie	05/27/2005	327	196
Flagler	05/26/2005	1254	1518
Franklin	05/26/2005	853	323
Gadsden	05/26/2005	612	684
Gilchrist*	05/26/2005		Instrument Number 2005003072
Gulf	05/26/2005	378	613
Hamilton	05/26/2005	594	4
Hardee	05/25/2005	683	104
Hernando	05/27/2005	2032	1078
Highlands	05/25/2005	1856	568
Hillsborough	06/01/2005	15064	90
Jefferson	05/24/2005	565	810
Lafayette	05/27/2005	220	324
Lake	05/26/2005	2843	2013
Leon	05/27/2005	3297	1711
Levy	05/26/2005	948	157
Liberty	05/27/2005	154	54
Madison	05/27/2005	760	251
Manatee	05/27/2005	2024	1257
Marion	06/07/2005	4061	390
Orange	05/24/2005	7983	1610
Osceola	06/09/2005	2802	2269
Pasco	05/27/2005	6391	357
Pinellas	05/23/2005	14330	1811
Polk	05/31/2005	6225	332
Seminole	05/27/2005	5741	1576
Sumter	05/26/2005	1382	1
Suwannee	05/26/2005	1199	54
Taylor	05/27/2005	549	201
Volusia	06/03/2005	5567	2445
Wakulla	05/27/2005	595	778

* Gilchrist County utilizes an instrument number indexing system rather than a book/page indexing system.

FORTY-SIXTH SUPPLEMENTAL INDENTURE dated September 1, 2007**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	10/15/2007	3691	1036
Bay	10/15/2007	2984	1808
Brevard	10/19/2007	5819	7058
Citrus	10/16/2007	2167	1649
Columbia	10/15/2007	1133	1243
Dixie	10/18/2007	379	107
Flagler	10/16/2007	1620	800
Franklin	10/15/2007	950	1
Gadsden	10/17/2007	681	453
Gilchrist*	10/16/2007	Instrument Number 2007006252	
Gulf	10/18/2007	448	17
Hamilton	10/15/2007	652	1
Hardee*	10/17/2007	Instrument Number 200725009084	
Hernando	10/15/2007	2499	1518
Highlands	10/16/2007	2103	1577
Hillsborough	10/17/2007	18191	597
Jefferson*	10/19/2007	Instrument Number 200733129980	
Lafayette	10/16/2007	262	275
Lake	10/16/2007	3524	2021
Leon	10/16/2007	3778	1808
Levy	10/15/2007	1097	616
Liberty	10/15/2007	175	1
Madison	10/15/2007	881	284
Manatee	10/16/2007	2231	362
Marion	10/16/2007	4910	461
Orange	10/17/2007	9473	4445
Osceola	10/15/2007	3578	1571
Pasco	10/16/2007	7663	343
Pinellas	10/11/2007	16013	1452
Polk	10/16/2007	7455	1559
Seminole	11/20/2007	6871	27
Sumter	10/16/2007	1854	167
Suwannee	10/15/2007	1420	130
Taylor	10/15/2007	610	413
Volusia	10/16/2007	6141	278
Wakulla	10/15/2007	731	256

* Gilchrist, Hardee and Jefferson Counties utilize an instrument number indexing system rather than a book/page indexing system.

Surface Transportation Board filing:

Document number 27455, recorded on April 7, 2008

FORTY-SEVENTH SUPPLEMENTAL INDENTURE dated December 1, 2007**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	1/11/2008	3729	1099
Bay	1/11/2008	3012	924
Brevard	1/16/2008	5838	4532
Citrus	1/11/2008	2187	112
Columbia	1/11/2008	1140	1338
Dixie	1/17/2008	383	1
Flagler	1/14/2008	1638	232
Franklin	1/11/2008	956	429
Gadsden	1/15/2008	686	1438
Gilchrist*	1/11/2008	Instrument number 2008000227	
Gulf	1/14/2008	452	419
Hamilton	1/11/2008	656	256
Hardee*	1/10/2008	Instrument number 200825000197	
Hernando	1/11/2008	2525	829
Highlands	1/10/2008	2119	119
Hillsborough	1/14/2008	18375	428
Jefferson*	1/11/2008	Instrument number 200833000172	
Lafayette	1/14/2008	265	337
Lake	1/11/2008	3567	2417
Leon	1/14/2008	3812	243
Levy	1/11/2008	1108	521
Liberty	1/14/2008	176	526
Madison	1/11/2008	891	71
Manatee	1/11/2008	2242	4715
Marion	1/14/2008	4964	518
Orange	2/18/2008	9602	277
Osceola	1/10/2008	3624	1400
Pasco	1/11/2008	7735	1309
Pinellas	1/15/2008	16119	240
Polk	1/14/2008	7530	1569
Seminole	1/14/2008	6907	866
Sumter	1/11/2008	1891	308
Suwannee	1/11/2008	1436	400
Taylor	1/11/2008	615	164
Volusia	1/14/2008	6179	2404
Wakulla	1/11/2008	741	22

* Gilchrist, Hardee and Jefferson Counties utilize an instrument number indexing system rather than a book/page indexing system.

Surface Transportation Board filing: Document number 27455-A, recorded on April 7, 2008

FORTY-EIGHTH SUPPLEMENTAL INDENTURE dated June 1, 2008**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	6/13/2008	3799	651
Bay	6/30/2008	3063	715
Brevard	7/02/2008	5874	3269
Citrus	6/13/2008	2223	1494
Columbia	6/30/2008	1153	1442
Dixie	7/01/2008	391	1
Flagler	7/01/2008	1669	378
Franklin	6/30/2008	968	373
Gadsden	6/30/2008	696	1067
Gilchrist*	7/03/2008	Instrument number 2008003591	
Gulf	6/30/2008	461	1
Hamilton	6/30/2008	665	310
Hardee*	6/27/2008	Instrument number 200825005011	
Hernando	6/13/2008	2570	1746
Highlands	6/13/2008	2145	308
Hillsborough	7/02/2008	18729	956
Jefferson*	6/30/2008	Instrument number 200833002125	
Lafayette*	7/08/2008	Instrument number 200834001431	
Lake	6/13/2008	3640	1530
Leon	6/30/2008	3875	1363
Levy	6/13/2008	1127	115
Liberty	7/07/2008	181	252
Madison	6/30/2008	912	285
Manatee	6/27/2008	2264	7699
Marion	6/13/2008	5051	1339
Orange	6/13/2008	9711	4102
Osceola	6/13/2008	3699	1687
Pasco	6/13/2008	7860	610
Pinellas	6/12/2008	16285	454
Polk	6/13/2008	7653	1238
Seminole	6/13/2008	7011	1530
Sumter	6/13/2008	1961	271
Suwannee	6/30/2008	1470	367
Taylor	6/30/2008	624	665
Volusia	6/13/2008	6243	719
Wakulla	6/30/2008	759	351

* Gilchrist, Hardee, Jefferson and Lafayette Counties utilize an instrument number indexing system rather than a book/page indexing system.

Surface Transportation Board filing:

Document number 27455-B, recorded on August 6, 2008

FORTY-NINTH SUPPLEMENTAL INDENTURE dated March 1, 2010**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	4/08/2010	3947	1403
Bay	4/08/2010	3231	1321
Brevard	4/09/2010	6145	993
Citrus	4/08/2010	2348	2
Columbia	4/08/2010	1192	803
Dixie	4/15/2010	415	183
Flagler	4/12/2010	1763	1207
Franklin	4/09/2010	1009	1
Gadsden	4/08/2010	729	1001
Gilchrist*	4/08/2010	Instrument number 2010001440	
Gulf	4/08/2010	489	612
Hamilton	4/08/2010	693	1
Hardee*	4/08/2010	Instrument number 201025002243	
Hernando	4/08/2010	2732	1794
Highlands	4/08/2010	2233	1848
Hillsborough	4/13/2010	19814	55
Jefferson*	4/09/2010	Instrument number 201033004428	
Lafayette*	4/08/2010	Instrument number 201034000540	
Lake	4/09/2010	3892	1816
Leon	4/08/2010	4101	1507
Levy	4/08/2010	1195	600
Liberty	4/13/2010	192	87
Madison	4/09/2010	982	1
Manatee	4/08/2010	2334	6690
Marion	4/08/2010	5341	1488
Orange	4/08/2010	10026	4585
Osceola	4/09/2010	3970	977
Pasco	4/08/2010	8306	1585
Pinellas	4/05/2010	16876	1530
Polk	4/09/2010	8112	1962
Seminole	4/08/2010	7362	894
Sumter	4/08/2010	2179	82
Suwannee	4/08/2010	1583	68
Taylor	4/08/2010	652	229
Volusia	4/12/2010	6464	1
Wakulla	4/08/2010	822	403

* Gilchrist, Hardee, Jefferson and Lafayette Counties utilize an instrument number indexing system rather than a book/page indexing system

Surface Transportation Board filing:

Document number 27455-C, recorded on May 10, 2010

FIFTIETH SUPPLEMENTAL INDENTURE dated August 1, 2011**STATE OF FLORIDA**

<u>County</u>	<u>Date of Recordation</u>	<u>Book</u>	<u>Page</u>
Alachua	8/31/2011	4053	799
Bay	9/1/2011	3348	586
Brevard	8/31/2011	6445	1639
Citrus	8/31/2011	2436	2060
Columbia	8/31/2011	1220	1330
Dixie	9/2/2011	432	556
Flagler	9/1/2011	1831	774
Franklin	8/31/2011	1044	226
Gadsden	8/31/2011	750	540
Gilchrist*	9/1/2011	2011003293	
Gulf	9/1/2011	510	129
Hamilton	8/31/2011	713	137
Hardee*	8/31/2011	201125005174	
Hernando	8/31/2011	2845	1193
Highlands	8/31/2011	2295	556
Hillsborough	9/1/2011	20685	273
Jefferson	8/31/2011	665	726
Lafayette ¹	9/1/2011	308	202
Lake	8/31/2011	4068	1117
Leon	8/31/2011	4281	1303
Levy	8/31/2011	1240	702
Liberty	8/31/2011	200	430
Madison	8/31/2011	1034	97
Manatee	8/31/2011	2390	3492
Marion	8/31/2011	5562	1643
Orange	9/1/2011	10262	4040
Osceola	9/1/2011	4171	717
Pasco	8/31/2011	8592	2940
Pinellas	8/26/2011	17339	1112
Polk	9/2/2011	8464	2230
Seminole	8/31/2011	7624	937
Sumter	9/1/2011	2352	294
Suwannee	8/31/2011	1659	109
Taylor	8/31/2011	672	907
Volusia	9/1/2011	6627	3772
Wakulla	8/31/2011	860	481

* Gilchrist and Hardee Counties utilize an instrument number indexing system rather than a book/page indexing system. ²

Surface Transportation Board filing: Document number 27455-D, recorded on November 2, 2011

¹ Confirm Lafayette filing information.

² Confirm why Jefferson and Lafayette converted back to book/page.

EXHIBIT B

PROPERTY DESCRIPTIONS

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
D	GRAHAM, FRANK M.	CITRUS	FL	08/04/2011	2433	237	18-17S-17E	LOT 11, BLOCK 115, CRYSTAL MANOR UNIT NO. 2
D	HERNANDO, VINCENT	CITRUS	FL	08/08/2011	2433	1181	18-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 10 BLOCK 130 AND CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 3 BLK 132
TR	BOWEN BROTHERS INC.	POLK	FL	08/10/2011	8447	2010	31-29S-27E	SEE EXHIBIT A & B ATTACHED TO CITRUS TREE AMENDMENT TO EASEMENT
TR	MILLS, HAROLD LEE	LEVY	FL	08/11/2011	1239	292	06-12S-16E	SEC: 06, TWP: 12, RNG: 16 06-12-16 0020.01 ACRES EAST 766.00 FT OF N1/2 OF NE1/4 LESS ROAD R/W
TR	MILLS, HELEN M., AS TRUSTEE OF THE HELEN M. MILLS LIVING TRUST DATED FEBRUARY 20, 1992	LEVY	FL	08/11/2011	1239	296	06-12S-16E	ALL OF SECTION 6, TWP 12S, RNG 16E LESS 20 ACRES +/- IN NE CORNER AND LESS ROAD R/W OF US 27 ALT SEE EXHIBIT A SKETCH AND LEGAL
TR	GREATER PROPERTIES, INC.	SEMINOLE	FL	08/22/2011	7619	276	21-21S-30E	TWO 5' X 5' TR AREAS - SEE EXHIBIT A FOR DESCRIPTION
D	JOHNSON, VERLON A., A MARRIED WOMAN	WAKULLA	FL	08/22/2011	859	593	26-05S-03W	THE S 450.71 FT OF THE SE QUARTER OF THE SE QUARTER OF SEC
TR	GRAY, CHARLES J.	VOLUSIA	FL	08/30/2011	6626	4547	03-19S-30E	SEE EXHIBIT A - WHOLE PARCEL
D	MCELROY, JOHN J.	CITRUS	FL	08/31/2011	2436	2203	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 7 BLK 4
D	RAU, SR.. WAYNE K.	CITRUS	FL	08/31/2011	2436	2205	20-17S-17E	CRYSTAL MANOR UNIT 1A PB 11 PG 26 LOT 24
D	SALIDO, ISIDORO S.	CITRUS	FL	08/31/2011	2436	2210	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 4 BLK 14
D	KUDIA, JOANNE L.	CITRUS	FL	08/31/2011	2436	2208	18-17S-17E	CRYSTAL MANOR UNIT 2 PB 8 PG 112 LOT 8 BLK 115
TR	TRI GROVES LLC	POLK	FL	08/31/2011	8461	1851	07-26S-27E	SEE EXHIBIT A - EAST 10' OF PARCEL
D	MORALES, ROLANDO	CITRUS	FL	09/01/2011	2437	2363	18-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 6 BLK 132
D	MAZARIEGOS, LUIS	CITRUS	FL	09/02/2011	2437	831	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 8 BLK 4
D	SOUZA, JOHN	CITRUS	FL	09/02/2011	2437	829	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 12 BLK 5
D	HAGIN, T. RICHARD AS TRUSTEE OF PASCO LAND TRUST #1	CITRUS	FL	09/02/2011	2437	835	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOTS 14 & 15 BLK 8
TR	BASS, ANDREW	OSCEOLA	FL	09/08/2011	4174	674	36-25S-27E	SEE EXHIBIT A SKETCH & LEGAL - LOT 19, WESTMONT, PER PLAT BOOK 2, PAGES 82 AND 83 OSCEOLA COUNTY RECORDS

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	SLEEPY CREEK LANDS, LLC	LEVY	FL	09/12/2011	1241	431	01-12S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - A 30 FOOT EASEMENT ALONG THE SOUTH SIDE OF US 27 ALT THROUGH ALL OR PORTION OF SEC. 05-12S-16E/ 04-12S-16E/ 03-12S-16E/ 02-12S-16E & 01-12S-16E
TR	BALLERAS, BELINDA S. AS TRUSTEE OF THE BELINDA S. BALLERAS REVOCABLE LIVING TRUST, DATED 01/15/1996	OSCEOLA	FL	09/16/2011	4177	2953	36-25S- 27E	SEE EXHIBIT A SKETCH & LEGAL - LOT 18 OF WESTMONT SUB PER PB 2, PAGE 82 OSCEOLA COUNTY RECORDS
TR	ORANGE COUNTY TRANSIT PARTNERS, LLC.	SEMINOLE	FL	09/21/2011	7634	2000	32-20S- 30E	32-20-30-300-0070-0000 & 32-20-30-300-0060-0000
D	A-1 PROPERTY HOLDINGS, LLC	CITRUS	FL	09/23/2011	2440	1237	20-17S- 17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 4 BLK 3
D	WORLAND, RICHARD L.	CITRUS	FL	09/23/2011	2440	1234	20-17S- 31E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 8 BLK 4
D	VERO, JR. FRANK	CITRUS	FL	09/23/2011	2440	1234	18-17S- 17E	CRYSTAL MANOR UNIT 2 LT 13 BLK 125 DESC IN OR BK 685 PG 1682
TR	MCNEAL, GLORIA J.	PINELLAS	FL	09/26/2011	17364	893	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10' OF LOT 7, BLOCK 2, RE- SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4 PG 1 - SECTION 22-31S-16E
TR	TERRY, EDWARD L.	PINELLAS	FL	09/26/2011	17364	903	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10' OF PARTS OR ALL OF LOTS 4, 5 & 6, BLOCK 3, RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 IN SECTION 22-31S-16E
TR	TERRY, REGINALD	PINELLAS	FL	09/26/2011	17364	898	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10 FEET ON PARTS OF LOT 6 & 7, BLOCK 3, RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - SEC 22- 31S-16E
TR	MORITZ, DAVID G.	PINELLAS	FL	09/29/2011	17367	1731	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - PART OF LOT 2, BLOCK 2, RE-SUBDIVISION OF WEST CENTRAL AVENUE - SECTION 22-31S- 16E
D	ACTIVE 5, INC., A FLORIDA CORPORATION	HIGHLANDS	FL	09/30/2011	2298	1755	11-34S- 28E	COMMENCE AT A POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SECTION/ M&B DESCRIPTION
D	SOLINGER, HAL DOUGLAS	CITRUS	FL	09/30/2011	2441	1369	18-17S- 17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 3 BLK 128
TR	JACKSON, CHRISTOPHER	PINELLAS	FL	10/04/2011	17371	1326	22-31S- 16E	NORTH 10' OF THE W 18' OF LOT 3, BLOCK 3 AND THE NORTH 10' OF LOT 4, BLOCK 3, LESS THE W 2' THEREOF PER

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
								PLAT OF RE-SUBDIVISION OF WEST CENTRAL AVENUE RECORDED IN PB 4, PG 1 OF PINELLAS COUNTY RECORDS
TR	WALKER, DENA	PINELLAS	FL	10/04/2011	17371	1321	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - LOT 4, BLOCK 2, RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - SECTION 22-31S-16E
TR	MEDAIRIES, AUBREY KEITH	PINELLAS	FL	10/10/2011	17377	2498	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - PART OF LOTS 2 & 3, BLOCK 2, RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - SECTION 22-31S-16E
TR	PALAU, JULIO	OSCEOLA	FL	10/12/2011	4186	2397	36-25S- 27E	SEE EXHIBIT A SKETCH AND LEGAL - SE4 OF NE4 IN SEC 36-25S-27E
TR	3500 1ST AVENUE SOUTH LAND TRUST	PINELLAS	FL	10/13/2011	17381	328	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10' OF LOT 1, BLOCK 2, RE- SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - STR 22-31S-16E
TR	DYKE, ESPERANZA A	PINELLAS	FL	10/13/2011	17381	333	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10' OF LOT 8 AND PART OF LOT 7, BLOCK 7 OF RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - STR 22- 31S-16E
TR	LAMP, ODESSA L.	PINELLAS	FL	10/13/2011	17381	338	22-31S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10' OF LOT 8, BLOCK 2 OF RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 - STR 22-31S-16E
D	CARON, DAVID	CITRUS	FL	10/17/2011	2443	2313	20-17S- 17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 15 BLK 4
TR	HWANG, CHARLES	OSCEOLA	FL	10/21/2011	4190	775	31-25S- 28E	SEE EXHIBIT A SKETCH AND LEGALS - A PORTION OF LOT 47 AND THE SOUTH 50 FEET OF LOT 45 AND SOUTH 50 FEET OF EAST 1/2 OF LOT 42 PER "WESTMONT" PB 2, PG 82, OSCEOLA COUNTY RECORDS
TR	STATE OF FLORIDA DEPT OF TRANSPORTATION	HERNANDO	FL	10/24/2011	2857	243	35-22S- 18E	SEE EXHIBIT A LEGAL - A PORTION OF LOT 33, POTTERFIELD GARDEN ACRES
TR	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND FOR THE STATE OF FLORIDA	LEVY	FL	10/26/2011	1244	733	06-12S- 15E	SEE EXHIBIT A - A 30' EASEMENT ALONG AND CONTIGUOUS TO THE SOUTH R/W LINE OF US 27 ALT ACROSS DIV. OF FORESTRY PARCELS (ANDREWS NURSERY) IN SEC 6-12S-15E AND SEC 31-11S-15E
TR	CENTRAL FLORIDA INVESTMENTS	OSCEOLA	FL	10/31/2011	4194	58	36-25S- 27E	SEE EXHIBIT A SKETCH AND LEGAL - PORTION OF LOT 40 PER PB 2, PG 82 OF OSCEOLA CO. RECORDS - SECTION 36-25S- 27E

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	RICKETTS, MERVIN	PINELLAS	FL	11/03/2011	17398	2182	22-31S-16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10 FEET OF LOTS 5 & 6, BLOCK 2, RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 PINELLAS COUNTY RECORDS - SEC. 22-31S-16E
TR	SMITH BRENDA L	OSCEOLA	FL	11/04/2011	4196	1129	31-25S-28E	SEE EXHIBIT A SKETCH AND LEGAL - SOUTH 50 FEET OF LOT 43 "WESTMONT" PER PLAT THEREOF IN PB 2, PAGE 82 OF THE OSCEOLA COUNTY FLORIDA RECORDS
TR	BROWN, ELIZABETH VALDES	OSCEOLA	FL	11/15/2011	4199	1094	36-25S-27E	SEE EXHIBIT A SKETCH & LEGAL - PORTION OF LOTS 28 & 29 "WESTMONT" PER PB 2, PG 82 OSCEOLA CO., FL. RECORDS - SEC. 36-T25-R27
TR	DILDINE, BRUCE	PINELLAS	FL	11/21/2011	17413	934	22-31S-16E	SEE EXHIBIT A SKETCH & LEGAL - NORTH 10 FT OF WEST 38 FT OF LOT 2, BLOCK 3 AND NORTH 10 FT OF EAST 22 FT OF LOT 3, BLOCK 3 OF PLAT OF RE-SUBDIVISION OF WEST CENTRAL AVENUE IN PB 4, PG 1 OF PINELLAS COUNTY RECORDS
TR	SINGLETON, VELMA JEAN	PINELLAS	FL	11/21/2011	17413	929	22-31S-16E	SEE EXHIBIT A SKETCH AND LEGAL - NORTH 10 FT OF LOT 2, BLOCK 3, LESS WEST 38 FT THEREOF AND NORTH 10 FT OF LOT, BLOCK 3 AS SHOWN ON PLAT OF RE-SUBDIVISION OF WEST CENTRAL AVENUE PER PB 4, PG 1 OF PINELLAS COUNTY RECORDS
D	JOHNSON, DANIEL J.	CITRUS	FL	11/23/2011	2449	2449	18-17S-17E	CRYSTAL MANOR UNIT 2 PB 8 PG 112 LOT 4 BLK 124
D	PILAT, CHRISTOPER J.	CITRUS	FL	11/23/2011	2449	2447	18-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 1 BLK 129
D	PERALTA, GERTRUD	CITRUS	FL	11/23/2011	2450	4	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 10 BLK 4 AND CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 12 BLK 4
TR	HRISTOPOULOS, ANDREAS	PINELLAS	FL	12/05/2011	17423	1304	22-31S-16E	SEE EXHIBIT A SKETCH AND LEGAL - WEST 10 FT. OF LOT 8, BLOCK 1, PER PLAT OF RE-SUBDIVISION OF WEST CENTRAL AVENUE IN PB 4, PG 1 & SOUTH 10 FT. AND WEST 10 FT. OF LOT 9 AND SOUTH 10 FT. BLOCK 1, AND SOUTH 10 FT. OF WEST 14 FT. OF LOT 11, BLOCK 1 IN PB 4, PG 1 IN THE PINELLAS COUNTY, FLORIDA RECORDS

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
D	WOODLAND III, LTD, A FLORIDA LIMITED PARTNERSHIP	HAMILTON	FL	12/06/2011	717	225	01-01N- 11E	COM AT THE NW COR OF BRADSHAW ESTATES SUBDIVISION AS PER PLAT 2/77, M & B
D	WOODLAND III, LTD, A FLORIDA LIMITED PARTNERSHIP	HAMILTON	FL	12/06/2011	717	222	01-01N- 11E	LOT 4, BRADSHAW ESTATES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEROF AS RECORDED IN PLAT BOOK 2, PAGE 77 OF THE PUBLIC RECORDS OF HAMILTON COUNTY
TR	MARTIN ANDERSEN- GRACIA ANDERSEN FOUNDATION, INC.	LEVY	FL	12/08/2011	1248	25	01-12S- 16E	SEE EXHIBIT A SKETCH AND LEGAL - 30 FT STRIP OF LAND IN SE4 OF SEC 01-12S-16E AND 30 FT STRIP OF LAND IN NW4 OF 07-12S- 17E
TR	LRA ORLANDO, LLC, A GEORGIA LIMITED LIABILITY COMPANY	OSCEOLA	FL	12/08/2011	4206	1871	26-25S- 27E	SEE EXHIBIT A SKETCH AND LEGAL - A 1' X 261' EASEMENT (261 SF) ACROSS PORTION OF LOT 1, BLOCK 2, PER PB 12, PGS 70 THRU 79 RECORDS OF OSCEOLA COUNTY, FLORIDA - SEC 26-25S-27E
TR	MCACHREN, GREG	OSCEOLA	FL	12/08/2011	4206	1898	31-25S- 28E	SEE EXHIBIT A SKETCH AND LEGAL - SOUTH 50 FEET OF LOT 44 "WESTMONT" PER PLAT THEREOF AS RECORDED IN PB 2, PAGE 82 OSCEOLA COUNTY, FLORIDA RECORDS
D	MAHAFFY, RON	CITRUS	FL	12/09/2011	2452	2096	20-17S- 17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 6 BLK 3
D	AHMED, SUFYAN	CITRUS	FL	12/15/2011	2453	1445	18-17S- 17E	CRYSTAL MANOR UNIT 2 PB 8 PG 112 LT 15 BLK 115
TR	JULIA S. LAMPSON REVOCABLE TRUST UNDER AGREEMENT DATED AUGUST 23, 2007	OSCEOLA	FL	12/16/2011	4209	2604	31-25S- 28E	SEE EXHIBIT A SKETCH AND LEGAL - SOUTH 70 FT. OF LOT 41 AND SOUTH 70 FT. OF WEST HALF OF LOT 42, WESTMONT ACCORDING TO PB 2, PG 82 OSCEOLA COUNTY RECORDS
D	CHILDREN'S HOUSE OF LEARNING, INC	LAKE	FL	12/21/2011	4107	724	29-19S- 26E	THE S 110' OF LOTS 6 & 7 IN BLK G IN LAKEWOOD PARK ADDITION TO THE CITY OF TAVARES ACCORDING TO PLAT 6/25
D	DIMPLE W. HAWTHORNE, TRUSTEE OF HAWTHORNE PROPERTIES LAND AND TRUST	LAKE	FL	12/21/2011	4107	461	29-19S- 26E	PARCEL 1: THAT PART OF LOTS 8,9 & 10, BLK G AND THAT PART OF UNNUMBERED BLK IN LAKEWOOD PARK PER PLAT 6/25; PARCEL 2: THAT PART OF UNNUMBERED BLK IN LAKEWOOD PARK ADDITION PER PLAT 6/25; PARCEL 3: FROM A POINT 74.44' S OF THE NW COR OF LOT 10, THEN M & B

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
D	TRAVARES CHAMBER OF COMMERCE, INC.	LAKE	FL	12/23/2011	4108	1311	29-19S- 26E	THAT PART OF LOTS 4,5,9 & 10 IN BLK G IN LAKEWOOD PARK ADDITION TO THE CITY OF TAVARES PER PB 25/6; FROM THE NW COR OF LOTS 10, THEN M & B
TR	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.	HAMILTON	FL	01/04/2012	719	98	29-01N- 14E 32-01N- 14E	PORTION OF THE S 1/2 OF THE SE 1/4 OF SEC 29/ PORTION OF N 1/2 OF NE 1/4 LYING NORTHERLY OF I-75 (SEE EXHIBIT A)
TR	MADISON INTERSTATE INVESTORS, INC.	HAMILTON	FL	01/04/2012	719	102	29-01N- 14E	PORTION OF S 1/2 OF SE 1/4 (SEE EXHIBIT A)
TR	CHAPMAN GARDEN LLC	OSCEOLA	FL	01/05/2012	4216	2928	36-26S- 27E	SEE EXHIBIT A SKETCH AND LEGAL - PORTION OF LOT 25 WESTMONT PER PB 2, PG 82 OF THE OSCEOLA COUNTY RECORDS - SEC. 36-25S-27E
TR	FIRST BAPTIST INSTITUTIONAL CHURCH OF ST PETERSBURG, INC.	PINELLAS	FL	01/10/2012	17457	1442	23-31S- 16E	SEE EXHIBIT A SKETCH & LEGAL - EAST 10 FT OF LOT 1, BLOCK 3 TOGETHER WITH EAST 10 FT OF THE NORTH 7 FT OF THE ADJACENT VACATED ALLEY AS SHOWN ON PLAT OF ROOSEVELT PARK ADDITION RECORDED IN PB 5, PG 52 PINELLAS COUNTY FL. RECORDS - SEC 23-31S-16E
TR	21 PALMS R.V. RESORT, INC.	OSCEOLA	FL	01/11/2012	4219	2045	36-25S- 27E	SEE EXHIBIT A SKETCH AND LEGAL - PORTION OF LOT 39 "WESTMONT" PER PB 2 PG 82 OSCEOLA CO RECORDS
TR	PEREZ, SHIRLEY L.	TAYLOR	FL	01/12/2012	677	987	14-04S- 07E	30' X 100' AREA FOR MOS AT DP-315 (PERRY NORTH TAP)
TR	HAMILTON, PATRICK JEAN	PASCO	FL	01/12/2012	8644	2594	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	SZAPPAN, JOSEPH A	PASCO	FL	01/12/2012	8644	2598	26-25S- 21E	SEE EXHIBIT A SKETCH & LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	HOWARD, JONATHAN	PASCO	FL	01/12/2012	8644	2603	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	GERAGHTY, SEAN	PASCO	FL	01/12/2012	8644	2607	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	LEWIS, DALE G, SR	PASCO	FL	01/12/2012	8644	2611	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	HINES, CHRISTOPHER A	PASCO	FL	01/12/2012	8644	2615	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E
TR	SALAMAN, LUIS E	PASCO	FL	01/12/2012	8644	2619	26-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 26-25S-21E

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	CLARK, CHARLES L	PASCO	FL	01/12/2012	8644	2623	06-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 06-26S-22E
TR	ABUGELIS, ROBERT J	PASCO	FL	01/12/2012	8644	2627	06-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 06-26S-22E
TR	NEW MILLENNIAL, LC	PASCO	FL	01/19/2012	8647	318	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCELS LOCATED IN SE 1/4 SEC 35-25S-22E
TR	FREGOSO, ANA M	PASCO	FL	01/19/2012	8647	314	36-25S-21E	SEE EXHIBIT A SKETCH AND LEGAL - A PARCEL LOCATED IN NW 1/4 SEC. 36-25S-21E
TR	LOPRESTO, DOMENICO	PASCO	FL	01/19/2012	8647	310	35-25S-22E	SEE EXHIBIT A SKETCH & LEGAL - PARCEL IN SW 1/4 SEC. 35-25S-22E
TR	HOWARD, JAMES E	PASCO	FL	01/19/2012	8647	304	34-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 34-25S-22E
TR	NEWSOME, HOWARD WAYNE	PASCO	FL	01/19/2012	8647	300	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SW 1/4 SEC. 35-25S-22E
TR	NEWSOME, SARAH	PASCO	FL	01/19/2012	8647	296	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SW 1/4 SEC 35-25S-22E
TR	THE CAHILL FAMILY TRUST	PASCO	FL	01/19/2012	8647	292	36-25S-21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 36-25S-21E
TR	CHRISTIE, ALEASE D	PASCO	FL	01/19/2012	8647	288	36-25S-21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 36-25S-21E
TR	LUCAS, ANDREW P, III	PASCO	FL	01/19/2012	8647	284	36-25S-21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 36-25S-21E
TR	GEIGER, ROBERT MORRIS	PASCO	FL	01/19/2012	8647	280	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SW 1/4 SEC. 35-25S-22E
TR	DOZIER, JOHN W JR	PASCO	FL	01/19/2012	8647	276	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL IN SW 1/4 SEC. 35-25S-22E
TR	MADL, KIM L	PASCO	FL	01/19/2012	8647	272	35-25S-22E	SEE EXHIBIT 'A' SKETCH AND LEGAL. PARCEL OF LAND IN THE SW 1/4 OF SEC 35-25S-22E.
TR	GEIGER, ROBERT MORRIS	PASCO	FL	01/19/2012	8647	268	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SW 1/4 SEC 35-25S-22E
TR	HOLT, EDWARD H	PASCO	FL	01/19/2012	8647	264	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - A PARCEL LOCATED IN THE NW 1/4 OF SEC 5-26S-22E
TR	LOPRESTO, DOMENICO	PASCO	FL	01/19/2012	8647	260	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL IN SW 1/4 SEC. 35-25S-22E
TR	RINGO, ROBERT W	PASCO	FL	01/19/2012	8647	256	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	DAUGHTRY, A W	PASCO	FL	01/19/2012	8647	252	35-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL IN SW 1/4 SEC 35-25S-22E

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	WALDIE, KENNA J	PASCO	FL	01/20/2012	8647	1790	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	MCCLANAHAN, GARRY L SR	PASCO	FL	01/20/2012	8647	1786	05-26S-22E	SEE EXHIBIT A SKETCH & LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	DE LA GARZA, NOEMI	PASCO	FL	01/20/2012	8647	1782	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL IN NW 1/4 SEC. 05-26S-22E
TR	WILSON, TROYCE B	PASCO	FL	01/20/2012	8647	1778	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	FONTE, I G JOSEPH	PASCO	FL	01/20/2012	8647	1774	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 05-26S-22E
TR	NEW, STEVEN H	PASCO	FL	01/20/2012	8647	1770	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	CLEARY, DONALD M	PASCO	FL	01/20/2012	8647	1766	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	KOZINA, MICHAEL	PASCO	FL	01/20/2012	8647	1762	05-26S-22E	SEE EXHIBIT A SKETCH & LEGAL - PARCEL IN NW 1/4 SEC. 05-26S-22E
TR	ALBERTINI, TOMMY E	PASCO	FL	01/20/2012	8647	1758	05-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NW 1/4 SEC. 05-26S-22E
TR	FARQUHARSON, CAREY	PASCO	FL	01/20/2012	8647	1754	34-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 34-25S-22E
TR	PRITCHARD, STEVEN L	PASCO	FL	01/20/2012	8647	1750	34-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 34-25S-22E
TR	HUGHES, ROBERT L	PASCO	FL	01/20/2012	8647	1746	34-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SE 1/4 SEC. 34-25S-22E
TR	HOWARD, JAMES E	PASCO	FL	01/20/2012	8647	1738	34-25S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCELS LOCATED IN SE 1/4 SEC. 34-25S-22E
D	THE HUMANE SOCIETY OF THE UNITED STATES	CITRUS	FL	01/24/2012	2459	876	18-17S-17E	CRYSTAL MANOR UNIT 3 LOT 2 BLK 130
TR	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC.	HERNANDO	FL	01/24/2012	2876	354	36-22S-18E	POTTERFIELD GARDEN ACRES SEC J S1/2 OF LOT 42 and POTTERFIELD GARDEN ACRES SEC J A TR 242X333X233X332 FT MOL IN LOT 34
TR	PURDEE, CYNTHIA L	VOLUSIA	FL	01/26/2012	6673	4625	40-16S-29E	THE WESTERLY 78' OF LOT 12, PARK SUBDIVISION, MB 11/104
TR	CITY OF TALLAHASSEE	WAKULLA	FL	01/27/2012	870	871	26-03S-01E	SEE EXHIBIT A - NORTH 25' OF CORRIDOR
TR	SOUTH DAKOTA STATE UNIVERSITY FOUNDATION	LEVY	FL	01/30/2012	1252	799	05-12S-16E	SEE EXHIBIT A SKETCH AND LEGAL - 30 FT. EASEMENT IN NW4 OF NE4 AND N2 OF NW4 IN SEC 05-12S-16E
TR	MEARS, JOHN F.	VOLUSIA	FL	01/30/2012	6674	3472	40-16S-29E	THE WESTERLY 78' OF LOT 34, PARK SUBDIVISION, MB 11/104

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
D	NAVAS, JORGE A.	CITRUS	FL	01/31/2012	2460	1473	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 17 BLK 8
D	AVALON REAL ESTATE INVESTMENT GROUP, LLC	CITRUS	FL	02/07/2012	2461	2048	30-18S-18E	M&B/ BEGIN AT THE NE CORNER OF THE NW QTR OF THE SE QTR OF THE SE QTR OF SECTION 30.
TR	DYKGRAAF BRENDA	OSCEOLA	FL	02/13/2012	4231	850	36-25S-27E	SEE EXHIBIT A SKETCH AND LEGAL - PORTION OF LOT 16 "WESTMONT" PER PB 2, PG 82 OSCEOLA CO RECORDS
TR	BENITEZ, LUCIA	VOLUSIA	FL	02/13/2012	6679	3739	40-16S-29E	THE WESTERLY 78' OF LOT 14, PARK SUBDIVISION, MB 11/104
D	DISIDORO, SHIRLEY F.	CITRUS	FL	02/15/2012	2463	558	18-17S-17E	CRYSTAL MANOR UNIT 3 LOT 6 BLOCK 131 DESC IN OR BK 741 PG 1829
TR	CLARK, RONALD WYATT	POLK	FL	02/15/2012	8580	1784	02-26S-22E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN SEC. 02-26S-22E
TR	FORTIER, GERARD L	PASCO	FL	02/15/2012	8657	1732	35-25S-22E	COMMENCE AT THE SW CORNER OF THE SE 1/4 OF SEC
TR	CONKLIN, CHRISTINA A	PASCO	FL	02/15/2012	8657	1724	35-25S-22E	COMMENCE AT THE SW CORNER OF THE SE 1/4 OF SEC
TR	BAHR, RYAN	PASCO	FL	02/15/2012	8657	1742	34-25S-22E	COMMENCE AT THE SE CORNER OF THE SE 1/4 OF SEC
TR	BENTZLER, JEAN A	PASCO	FL	02/15/2012	8657	1746	34-25S-22E	COMMENCE AT THE SE CORNER OF THE SE 1/4 OF SEC
TR	MOOPIRAM, PRAVEEN	PASCO	FL	02/15/2012	8657	1750	34-25S-22E	COMMENCE AT THE SE CORNER OF THE SE 1/4 OF SEC
TR	WEAVER, GRACE ANN	PASCO	FL	02/15/2012	8657	1754	05-26S-22E	COMMENCE AT THE W 1/4 CORNER OF SEC
TR	MURRAY, DENIS RAY	PASCO	FL	02/15/2012	8657	1758	05-26S-22E	COMMENCE AT THE W 1/4 CORNER OF SEC
TR	ROTH, DAVID	PASCO	FL	02/15/2012	8657	1762	06-26S-22E	COMMENCE AT THE E 1/4 CORNER OF SEC
TR	HOLT, BENJAMIN	PASCO	FL	02/15/2012	8657	1766	06-26S-22E	COMMENCE AT THE E 1/4 CORNER OF SEC
TR	BOYD, AILISA	PASCO	FL	02/15/2012	8657	1770	06-26S-22E	COMMENCE AT THE NE CORNER OF SEC
TR	HALL, JOSEPH N	PASCO	FL	02/15/2012	8657	1774	06-26S-22E	COMMENCE AT THE NE CORNER OF SEC
TR	JENNIFER'S RANCHETTES, LLC	PASCO	FL	02/15/2012	8657	1782	06-26S-22E	COMMENCE AT THE NE CORNER OF SEC
TR	H. S. W. ASSOCIATES, INC	PASCO	FL	02/15/2012	8657	1778	06-26S-22E	COMMENCE AT THE NE CORNER OF SEC
TR	REYNOLDS, CAMILLE CLARKE	PASCO	FL	02/15/2012	8657	1786	31-25S-22E	COMMENCING AT THE CENTER OF SAID SEC
TR	PANGILINAN, ROMULO A	PASCO	FL	02/15/2012	8657	1792	25-25S-21E	COMMENCE AT THE SE CORNER OF SAID SEC
TR	JOHNSON, CAROLYN L	PASCO	FL	02/15/2012	8657	1796	25-25S-21E	COMMENCE AT THE SE CORNER OF SAID SEC
TR	MCADAMS, JO ANN	PASCO	FL	02/15/2012	8657	1800	25-25S-21E	COMMENCE AT THE SE CORNER OF SAID SEC
TR	SUNNYSIDE MENNONITE CHURCH, INC	PASCO	FL	02/15/2012	8657	1804	36-25S-21E	COMMENCE AT THE N 1/4 CORNER OF SAID SEC
TR	CHAMBERLAIN, RALPH G	PASCO	FL	02/15/2012	8657	1809	25-25S-21E	COMMENCE AT THE S 1/4 OF SAID SEC

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	ARMSTRONG, SANDRA L	PASCO	FL	02/15/2012	8657	1813	26-25S-21E	COMMENCE AT THE SE CORNER OF THE SE 1/4 OF SAID SEC
TR	RYMAN, NELSON L	PASCO	FL	02/15/2012	8657	1822	26-25S-21E	COMMENCE AT THE SE CORNER OF SAID SEC
TR	BERGERON, DANNIE	PASCO	FL	02/15/2012	8657	1818	26-25S-21E	COMMENCE AT THE SE CORNER OF SAID SEC
TR	BAKER, RALPH	PASCO	FL	02/15/2012	8657	1826	26-25S-21E	COMMENCE AT THE S 1/4 CORNER OF SAID SEC
TR	JEWELL, PATRICIA ELAINE	PASCO	FL	02/15/2012	8657	1738	35-25S-22E	COMMENCE AT THE SW CORNER OF THE SE 1/4 OF SEC
TR	ALI, MOHMMOD	PASCO	FL	02/15/2012	8657	1728	35-25S-22E	COMMENCE AT THE SW CORNER OF THE SE 1/4 OF SEC
TR	AUTOZONE, INC., A NEVADA CORPORATION	PINELLAS	FL	02/16/2012	17491	1645	23-31S-16E	SEE EXHIBIT A SKETCH AND LEGAL - 15 FT WIDE EASEMENT IN SEC. 23-31S-16E OVER LOT B, CENTRAL PLAZA SECOND ADDITION PARTIAL REPLAT PER PB 117, PG 60 PINELLAS COUNTY RECORDS
TR	KOGELMAN, KENNETH W	HIGHLANDS	FL	02/16/2012	2314	894	06-36S-29E	WEST 30 FT OF NORTH 30 FT OF TRACT 346, SEBRING LAKES ACRES, UNIT 3, SEC. 6-36S-29E
D	ROMEO, DAVID M.	CITRUS	FL	02/23/2012	2464	2059	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 9 BLK 4
D	GARNICAS, WILSON	CITRUS	FL	03/14/2012	2468	1783	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 9 BLK 12
TR	CITY OF PERRY, FLORIDA	TAYLOR	FL	03/16/2012	680	557	14-04S-07E	30' X 100' AREA FOR MOS AT DP-315 (PERRY NORTH TAP)
D	MOSLEY, GLENN C.	CITRUS	FL	03/28/2012	2481	18	30-18S-18E	THAT PART OF THE E1/2 OF THE SE 1/4 OF SEC
TR	MOUNTAIN LAKE CORPORATION	POLK	FL	04/20/2012	8630	1012	27-29S-27E	SEE EXHIBIT A SKETCH - PORTION OF THE EAST 1/2 OF SEC 27-29S-27E
D	D'URSO, SAVERIO	CITRUS	FL	04/24/2012	2476	1263	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 13 BLK 4
TR	COX, FOSTER	VOLUSIA	FL	04/24/2012	6703	4931	38-16S-29E	WESTERLY 28' OF LOTS 4, 6 & 8, BLK 1, DELEON SPRINGS, MB 1/131
TR	ROBERTS, RICHARD	VOLUSIA	FL	04/24/2012	6703	4927	40-16S-29E	WESTERLY 78' OF LOT 35, PARK SUBDIVISION, MB 11/104
TR	DAVIS, CLIFFORD L.	TAYLOR	FL	04/26/2012	682	687	04-04S-07E	60' X 100' AREA FOR MOS AT DP-279.5 (BOYD TAP)
D	MOIR, CRAIG S	CITRUS	FL	04/27/2012	2477	236	20-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 1 BLK 128
D	SANDMAIER, MICHAEL D.	CITRUS	FL	04/27/2012	2477	243	20-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 8 BLK 132
D	LAMAN, JOHN M.	CITRUS	FL	04/27/2012	2477	241	20-17S-17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOTS 20-22 BLK 8
D	GRIMISON, JOHN	CITRUS	FL	04/27/2012	2477	239	20-17S-17E	CRYSTAL MANOR UNIT 1A PB 11 PG 26 LOT 4
D	MOIR, BRUCE	CITRUS	FL	05/02/2012	2477	236	20-17S-17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 2 BLK 128
TR	PACKAGE A, LC	PINELLAS	FL	05/08/2012	17754	2546	22-31S-16E	SEE EXHIBIT A

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
TR	AP PROPERTIES, LP	POLK	FL	05/10/2012	8645	1584	07-26S- 28E 12-26S- 27E	10' STRIP ALONG US 17-92 IN THE NE 1/4 OF SECTION 12 AND THE NW 1/4 OF SECTION 7
TR	CLERMONT GC, LLC	LAKE	FL	05/31/2012	4167	1147	29-22S- 26E	NORTHERLY 15' (APPROX) OF LOT 1, OAK HILL COMMONS UNIT II, PB 62/90 IN NW 1/4 OF SEC. 29/ SEE TR FOR SKETCH & DESCRIPTION
TR	COX, DERRICK	VOLUSIA	FL	06/04/2012	6718	1553	38-16S- 29E	THE WESTERLY 28' OF A PORTION OF BLK 15 WILSONS DELEON SPRINGS, PB 12/50
TR	HARMAN, MATTHEW D.	VOLUSIA	FL	06/04/2012	6718	1541	38-16S- 29E	THE WESTERLY 28' OF LOTS 10 & 12, BLK 1 WILSONS DELEON SPRINGS, PB 12/49
TR	OWNBY, CAYLEN	VOLUSIA	FL	06/04/2012	6718	1545	38-16S- 29E	THE WESTERLY 28' OF LOT 2, BLK 1 WILSONS DELEON SPRINGS, PB 12/49
TR	WILSON, MICHAEL DALE	VOLUSIA	FL	06/04/2012	6718	1549	38-16S- 29E	THE WESTERLY 28' OF A PORTION OF BLK 15 WILSONS DELEON SPRINGS, PB 12/50
TR	BASF CORPORATION	GADSDEN	FL	06/06/2012	761	1035	06-02N- 03W	SEE EXHIBIT A
TR	LYNCH, ROBERT N.	PASCO	FL	06/06/2012	8708	552	35-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - 30' EASEMENT CONTIGUOUS TO WEST R/W LINE OF WIRE ROAD IN SEC 35-25S-21E
TR	BEATY, PAUL ESTATE OF	PASCO	FL	06/06/2012	8708	547	36-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - 30 FT ESMT CONTIGUOUS TO R/W OF OTIS ALLEN ROAD IN NE 1/4 OF SEC 36-25S-21E
TR	ORANGE LAKE COUNTRY CLUB, INC.	OSCEOLA	FL	06/11/2012	10390	963	28-24S- 27E	SEE EXHIBIT A
TR	MILLS, HAROLD LEE	LEVY	FL	06/18/2012	1264	300	06-12S- 16E	SEC: 06, TWP: 12, RNG: 16 06-12-16 0020.01 ACRES EAST 766.00 FT OF N1/2 OF NE1/4 LESS ROAD R/W
D	DRUMMOND COMMUNITY BANK	GILCHRIST	FL	06/18/2012	INSTRUMENT # 201221000585		15-10S- 15E	INSTRUMENT # 201221000585; BEG AT THE SE COR OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SEC
TR	FIRST BAPTIST INSTITUTIONAL CHURCH OF ST. PETERSBURG, INC., A FLORIDA CORPORATION NOT FOR PROFIT	PINELLAS	FL	06/20/2012	17621	1093	23-31S- 16E	SEE SKETCH & DESCRIPTION - PART OF LOT 1 BLOCK 1 PER PB 89/34/ PART OF LOT 1 BLOCK 2 PER PB 89/34/ PART OF LOTS 1 AND 2 BLOCK 3 PER PB 5/52
TR	HUTCHINSON, ELLEN MAE	VOLUSIA	FL	06/22/2012	6726	292	38-16S- 29E	THE WESTERLY 28' OF A PORTION OF BLK 15 WILSONS DELEON SPRINGS, PB 12/50
D	CARRIERE, BARBARA T	CITRUS	FL	06/26/2012	2488	1709	20-17S- 17E	CRYSTAL MANOR UNIT 2 PB 8 PG 112 LTS 3 & 4 BLK 116

<u>Doc Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record Date</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Section Township Range</u>	<u>Notes</u>
D	MEUSER, L.H. A/K/A MEUSER, LUTHER HENRY	CITRUS	FL	06/27/2012	2488	1709	20-17S- 17E	CRYSTAL MANOR UNIT 1 PB 8 PG 82 LOT 16 BLK 12
D	VINOOD & ROMA MINOO	CITRUS	FL	06/28/2012	2489	622	20-18S- 17E	CRYSTAL MANOR UNIT NO. 1 PB 8 PG 82-92 LOT 2 BLOCK 8
TR	SOUTH FT. MEADE PARTNERSHIP, L.P.	POLK	FL	07/02/2012	8687	372	15-32S- 26E 16-32S- 26E 17-32S- 26E	THE SOUTH 10' OF THE NORTH 100' OF PORTIONS OF SECTIONS 15, 16 AND 17, TOWNSHIP 32 SOUTH, RANGE 26 EAST
TR	BRAXTON, HAROLD M. TR	VOLUSIA	FL	07/24/2012	6738	1392	38-16S- 29E	THE WESTERLY 28' OF A PORTION OF BLK 15 WILSONS DELEON SPRINGS, PB 12/49
TR	WILLIS, KENNETH D.	VOLUSIA	FL	07/24/2012	6738	1388	38-16S- 29E	THE WESTERLY 28' OF A PORTION OF BLK 15 WILSONS DELEON SPRINGS, PB 12/50
TR	T.D. BANK N.A.	PINELLAS	FL	08/13/2012	17681	395	24-30S- 16E	A PORTION OF LOT 1, BLK 2, METROPOINTE COMMERCE PARK, PHASE III, PB 103/32
TR	AUTOZONE, INC., A NEVADA CORPORATION	PINELLAS	FL	08/21/2012	17689	1992	23-31S- 16E	PORTION OF LOT B, CENTRAL PLAZA SECOND ADDITION PARTIAL REPLAT AS RECORDED IN PB 117 PAGE 60 OF THE PINELLAS COUNTY, FL. RECORDS
TR	OSCEOLA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	OSCEOLA	FL	08/24/2012	4314	125	09-25S- 27E	50 FT. STRIP OF LAND ADJACENT AND CONTIGUOUS TO WEST R/W LINE OF SR 429 AND BEING A PORTION OF THE SE 1/4 OF SEC. 09-25S-27E OSCEOLA COUNTY FLORIDA
D	EDWARD G. BELADE	CITRUS	FL	08/27/2012	2500	833	20-17S- 17E	CRYSTAL MANOR UNIT 3 PB 8 PG 136 LOT 11 BLK 133
TR	I.M.G. ENTERPRISES, INC.	LAKE	FL	08/29/2012	4206	638	05-22S- 25E	ACCESS ROAD TR-CHERRY LAKE GROVES ROAD; PORTION OF GOVT LOTS 3 & 4 EAST OF SR 19
TR	SUMTER ELECTRIC COOPERATIVE, INC.	LAKE	FL	08/29/2012	4206	1690	19-18S- 27E	ASSIGNMENT OF TR IN OR 4206/1687; THE SOUTHERLY 30' OF THE A PORTION OF THE SE 1/4
TR	WOODBERRY FAMILY LIMITED LIABILITY PARTNERSHIP, A FLORIDA LIMITED LIABILITY PARTNERSHIP	OSCEOLA	FL	09/06/2012	4319	505	09-25S- 27E	50' EASEMENT CONTIGUOUS WITH THE EAST R/W OF SR 429, BEING A PORTION OF NE4 AND SE4, SEC. 9, TWP 25S, RNG 27E
TR	THE CAHILL FAMILY TRUST	PASCO	FL	09/13/2012	8753	3142	36-25S- 21E	SEE EXHIBIT A SKETCH AND LEGAL - PARCEL LOCATED IN NE 1/4 SEC. 36-25S-21E
TR	JOSEPH R ROSS	PASCO	FL	09/13/2012	8753	3146	36-25S- 21E	SEE EXHIBIT A
TR	MORRIS B JACKSON	PASCO	FL	09/13/2012	8753	3150	31-25S- 22E	SEE EXHIBIT A
D	CHARLES AND KAREN ERLICH	CITRUS	FL	09/24/2012	2505	1383	20-17S- 17E	CRYSTAL MANOR UNIT NO. 1 PB 8 PG 82-92 LOT 4 BLOCK 8

<u>Doc</u> <u>Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record</u> <u>Date</u>	<u>Deed</u> <u>Book</u>	<u>Deed</u> <u>Page</u>	<u>Section</u> <u>Township</u> <u>Range</u>	<u>Notes</u>
TR	BRYANT, WILLIAM	ORANGE	FL	10/01/2012	10449	8666	23-20S-27E	SEE SKETCH & LEGAL - PORTION OF E 1/8 OF SE 1/4 OF SW 1/4 IN SEC. 23-20S-27E
TR	CORNELL, HAL D.	ORANGE	FL	10/01/2012	10449	8662	23-20S-27E	SEE SKETCH & LEGAL - PORTION OF W 1/2 OF E 1/4 OF SE 1/4 OF SW 1/4 OF SEC 23-20S-27E
TR	MAXON, ROBERT; MAXON, CHERYL	PASCO	FL	10/15/2012	8769	1214	35-25S-21E	PARCEL IN NE 1/4
TR	WILLIAMS, JERRY D.	POLK	FL	10/23/2012	8781	391	12-26S-27E	THE SOUTHERLY 10' OF LOT 26, BLK 3 CROSBY'S ADDITION TO LOUGHMAN, FL, PB 4/43
TR	REDGRAVE, JR., HERMAN L.	POLK	FL	10/23/2012	8781	396	12-26S-27E	10' X 26' IN THE SOUTHWESTERLY CORNER OF LOT 16, BLK 2 CROSBY'S ADDITION TO LOUGHMAN, FL, PB 4/43
TR	RICE, JR., STANLEY B.	POLK	FL	10/23/2012	8781	401	12-26S-27E	THE SOUTHERLY 10' OF A PORTION OF THE NW 1/4 OF THE NW 1/4 LYING ADJACENT TO COUNTY ROAD 54
TR	STORM, SUZANNE K.	POLK	FL	10/23/2012	8781	406	11-26S-27E	10' X 30' WITHIN A PORTION OF THE NE 1/4 OF THE NE 1/4 LYING ADJACENT TO COUNTY ROAD 54
TR	PINEWOOD HOMEOWNERS' ASSOCIATION, INC.	POLK	FL	10/23/2012	8781	411	11-26S-27E 02-26S-27E	THE SOUTHERLY 10' OF A PORTION OF TRACT A AND TRACT G, PINEWOOD COUNTRY ESTATES, PB 98/31
TR	PERRY, DONALD ERIC	POLK	FL	10/23/2012	8781	419	02-26S-27E	THE SOUTHERLY 10' OF LOTS 5-7 AND A PORTION OF LOT 8, SHADY LAWN ACRES, PB 24/11
TR	WALL, STEVE A.	POLK	FL	10/23/2012	8781	424	02-26S-27E	THE SOUTHERLY 10' OF A PORTION OF THE SE 1/4 OF THE SW 1/4
TR	WINDWOOD BAY HOMEOWNER'S ASSOCIATION, INC.	POLK	FL	10/23/2012	8781	429	03-26S-27E	10' X 30' WITHIN A PORTION OF TRACT K, WINDWOOD BAY PHASE 1, PB 118/40
TR	BUSS, LARRY C.	POLK	FL	10/23/2012	8781	434	06-26S-27E	THE SOUTHERLY 10' LOT 39, LOMA DEL SOL PHASE II E, PB 104/28
TR	RABCOW, STELLA M.	POLK	FL	10/23/2012	8781	440	02-30S-27E	A PORTION OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4
TR	OCKERS, NORMAN; OCKERS, ERNESTINE	PASCO	FL	10/23/2012	8773	2389	35-25S-21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	THOMAS, REBA J.	PASCO	FL	10/23/2012	8773	2397	35-25S-21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	ASBEL, SHERRI K.	PASCO	FL	10/23/2012	8773	2393	36-25S-21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	WEST, RUBY	PASCO	FL	10/23/2012	8773	2401	35-25S-21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	VRAJ, INC. OF ZEPHYRHILLS	PASCO	FL	10/23/2012	8773	2405	35-25S-21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD

<u>Doc</u> <u>Type</u>	<u>Grantor</u>	<u>County</u>	<u>State</u>	<u>Record</u> <u>Date</u>	<u>Deed</u> <u>Book</u>	<u>Deed</u> <u>Page</u>	<u>Section</u> <u>Township</u> <u>Range</u>	<u>Notes</u>
TR	TURNEY, WILLIAM EUGENE; TURNEY, MARGIE JOANNE	PASCO	FL	10/23/2012	8773	2409	35-25S- 21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	LOETSCHER, JOSEPH E.; LOETSCHER, ALICE FAYE	PASCO	FL	10/23/2012	8773	2413	31-25S- 21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD
TR	FELTS, JAIME L.	PASCO	FL	10/23/2012	8773	2417	25-25S- 21E	30' ESMT CONTIGUOUS TO NORTH R/W OF OTIS ALLEN ROAD
TR	MCGUIRE, DOROTHY V.	PASCO	FL	10/31/2012	8777	2919	31-25S- 21E	20' ESMT CONTIGUOUS TO SOUTH R/W OF OTIS ALLEN ROAD

Florida Power Corporation
d/b/a Progress Energy Florida, Inc.
299 First Avenue North
St. Petersburg, Florida 33701

November 20, 2012

Florida Power Corporation
d/b/a Progress Energy Florida, Inc.
299 First Avenue North
St. Petersburg, Florida 33701

Re: Registration Statement on Form S-3 (No. 333-179835-01)

Ladies and Gentlemen:

I am the Associate General Counsel of Florida Power Corporation d/b/a Progress Energy Florida, Inc. (the "Company"), and in such capacity I have acted as counsel to the Company in connection with the above-referenced Registration Statement on Form S-3 (Registration Statement No. 333-179835-01 (the "Registration Statement")), as amended, filed with the Securities and Exchange Commission (the "Commission"), under the Securities Act of 1933, as amended (the "Act"), relating to, among other things, \$250,000,000 aggregate principal amount of the Company's First Mortgage Bonds, 0.65% Series due 2015 and \$400,000,000 aggregate principal amount of the Company's First Mortgage Bonds, 3.85% Series due 2042 (collectively, the "Bonds"). The Bonds have been issued under an Indenture, dated as of January 1, 1944, with The Bank of New York Mellon, as successor Trustee (the "Trustee"), as heretofore supplemented and as further supplemented by the Fifty-first Supplemental Indenture dated as of November 1, 2012 (collectively, the "Mortgage").

In connection with the foregoing, I have examined the (i) Registration Statement, (ii) the Mortgage, (iii) the Bylaws of the Company, (iv) resolutions of the Company with respect to the subject transactions, (v) a good standing certificate of the Company issued by the Secretary of State of the State of Florida on November 20, 2012 and (vi) the Articles of Incorporation of the Company. It is noted that neither the Mortgage nor the form of each of the Bonds contains a provision specifying the law by which it is to be governed. For purposes of the opinion below, I have assumed that the Mortgage and the Bonds will be governed by the laws of the State of Florida exclusively.

For purposes of the opinions expressed below, I have assumed (i) the authenticity of all documents submitted to me as originals, (ii) the conformity to the originals of all documents submitted as certified or photostatic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of signatures and (v) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof (other than the authorization, execution and delivery of documents by the Company and the validity, binding effect and enforceability thereof upon the Company).

As to factual matters, I have relied upon representations included in the Mortgage, upon certificates of officers of the Company, and upon certificates of public officials.

The opinion set forth below is subject to the following further qualifications, assumptions and limitations:

- (i) the validity or enforcement of any agreements or instruments may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and
- (ii) I do not express any opinion as to the applicability or effect of any fraudulent transfer, preference or similar law on any agreements or instruments or any transactions contemplated thereby.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, I am of the opinion that the Bonds have been duly authorized and executed by the Company, and that when duly authenticated by the Trustee and issued and delivered by the Company against payment therefor in accordance with the terms of the Underwriting Agreement and the Mortgage, the Bonds will constitute valid and binding obligations of the Company entitled to the benefits of the Mortgage and enforceable against the Company in accordance with their terms.

I do not express an opinion on any laws other than those of the State of Florida. The opinion expressed in this letter speaks only as of its date, and nothing should be interpreted or construed to express or imply any opinion concerning the effect of any future events or actions.

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement and to the statements with respect to my name under the heading "Legal Matters" in the prospectus forming part of the Registration Statement. In giving the foregoing consent, I do not hereby admit that I come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and I disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Kristen B. Parker

Kristen B. Parker
Associate General Counsel

**FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.**

**FIRST MORTGAGE BONDS,
\$250,000,000 0.65% SERIES DUE 2015
\$400,000,000 3.85% SERIES DUE 2042**

UNDERWRITING AGREEMENT

November 15, 2012

Goldman, Sachs & Co.
200 West Street
New York, NY 10282

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

RBC Capital Markets, LLC
Three World Financial Center
200 Vesey Street
New York, NY 10281

As Representatives of the several Underwriters

Ladies and Gentlemen:

1. *Introductory.* FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida corporation (the “Company”), proposes, subject to the terms and conditions stated herein, to issue and sell (i) \$250,000,000 aggregate principal amount of First Mortgage Bonds, 0.65% Series due 2015 (the “2015 Bonds”) and (ii) \$400,000,000 aggregate principal amount of First Mortgage Bonds, 3.85% Series due 2042 (the “2042 Bonds”, and together with the 2015 Bonds, the “Bonds”), to be issued under and secured by its Indenture, dated January 1, 1944 (the “Original Mortgage”), between the Company and The Bank of New York Mellon, as successor trustee (the “Trustee”), as amended and supplemented by various supplemental indentures, including the Fifty-First Supplemental Indenture, to be dated as of November 1, 2012 (the Original Mortgage, as so amended and supplemented, being hereinafter called the “Mortgage”). Goldman, Sachs & Co., J.P. Morgan Securities LLC, Morgan Stanley &

Co. LLC and RBC Capital Markets, LLC (the “Representatives”) are acting as representatives of the several underwriters named in Schedule A hereto (together with the Representatives, the “Underwriters”). The Company understands that the several Underwriters propose to offer the Bonds for sale upon the terms and conditions contemplated by (i) this Agreement and (ii) the Base Prospectus, the Preliminary Prospectus and any Permitted Free Writing Prospectus (each as defined below) issued at or prior to the Applicable Time (as defined below) (the documents referred to in the foregoing subclause (ii) are referred to herein as the “Pricing Disclosure Package”).

2. *Representations and Warranties of the Company.* As of the date hereof, as of the Applicable Time (as defined below) and as of the Closing Date the Company represents and warrants to, and agrees with, the several Underwriters that:

- (a) Registration statement (No. No. 333-179835-01), including a prospectus, relating to the Bonds and certain other securities has been filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “1933 Act”). Such registration statement and any post-effective amendment thereto, each in the form heretofore delivered to you, became effective upon filing with the Commission pursuant to Rule 462 of the rules and regulations of the Commission under the 1933 Act (the “1933 Act Regulations”), and no stop order suspending the effectiveness of such registration statement has been issued and no proceeding for that purpose or pursuant to Section 8A of the 1933 Act has been initiated or threatened by the Commission (if prepared, any preliminary prospectus supplement specifically relating to the Bonds immediately prior to the Applicable Time included in such registration statement or filed with the Commission pursuant to Rule 424(b) of the 1933 Act Regulations being hereinafter called a “Preliminary Prospectus”); the term “Registration Statement” means the registration statement as deemed revised pursuant to Rule 430B(f)(1) of the 1933 Act Regulations on the date of such registration statement’s effectiveness for purposes of Section 11 of the 1933 Act, as such section applies to the Company and the Underwriters for the Bonds pursuant to Rule 430B(f)(2) of the 1933 Act Regulations (the “Effective Date”), including all exhibits thereto and including the documents incorporated by reference in the prospectus contained in the Registration Statement at the time such part of the Registration Statement became effective; the term “Base Prospectus” means the prospectus filed with the Commission on the date hereof by the Company; and the term “Prospectus” means the Base Prospectus together with the prospectus supplement specifically relating to the Bonds prepared in accordance with the provisions of Rule 430B and promptly filed after execution and delivery of this Agreement pursuant to Rule 430B or Rule 424(b) of the 1933 Act Regulations; any information included in such Prospectus that was omitted from the Registration Statement at the time it became effective but that is deemed to be a part of and included in such registration statement pursuant to Rule 430B is referred to as “Rule 430B Information;” and any reference herein to any Registration Statement, Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein, prior to the date hereof; any reference to any amendment or supplement to any Preliminary Prospectus or

Prospectus shall be deemed to refer to and include any documents filed after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the “1934 Act”), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the 1934 Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement). For purposes of this Agreement, the term “Applicable Time” means 3:25 p.m. (New York City time) on the date hereof.

- (b) The Registration Statement, the Permitted Free Writing Prospectus specified on Schedule B hereto, the Preliminary Prospectus and the Prospectus conform, and any amendments or supplements thereto will conform, in all material respects to the requirements of the 1933 Act and the 1933 Act Regulations; and (A) the Registration Statement, as of its original effective date and at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations, and at the Closing Date (as defined herein), did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) (i) the Pricing Disclosure Package, as of the Applicable Time, did not, (ii) the Prospectus and any amendment or supplement thereto, as of their dates, will not, and (iii) the Prospectus as of the Closing Date will not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the Company makes no warranty or representation to the Underwriters with respect to any statements or omissions made in reliance upon and in conformity with written information furnished to the Company by the Representatives on behalf of the Underwriters specifically for use in the Registration Statement, the Permitted Free Writing Prospectus, the Preliminary Prospectus or the Prospectus.
- (c) Any Permitted Free Writing Prospectus specified on Schedule B hereto as of its issue date and at all subsequent times through the completion of the public offer and sale of the Bonds or until any earlier date that the Company notified or notifies the Underwriters as described in Section 5(f) did not, does not and will not include any information that conflicts with the information (not superseded or modified as of the Effective Date) contained in the Registration Statement, any Preliminary Prospectus or the Prospectus.
- (d) At the earliest time the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Bonds, the Company was not an “ineligible issuer” as defined in Rule 405 of the 1933 Act Regulations. The Company is, and was at the time of the initial filing of the Registration Statement, eligible to use Form S-3 under the 1933 Act.

-
- (e) The documents and interactive data in eXtensible Business Reporting Language (“XBRL”) incorporated or deemed to be incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, at the time they were filed or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the “1934 Act Regulations”), and, when read together with the other information in the Prospectus, (a) at the time the Registration Statement became effective, (b) at the Applicable Time and (c) on the Closing Date did not, and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
 - (f) The Company’s Annual Report filed on Form 10-K meets the conditions specified in General Instruction I(1) of the General Instructions for Form 10-K, and the Company’s most recent Quarterly Report filed on Form 10-Q meets the conditions specified in General Instruction H(1) of the General Instructions for Form 10-Q.
 - (g) The compliance by the Company with all of the provisions of this Agreement has been duly authorized by all necessary corporate action and the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which it is bound or to which any of its property or assets is subject that would have a material adverse effect on the business, financial condition or results of operations of the Company, nor will such action result in any violation of the Company’s Amended Articles of Incorporation (“Articles”) or the Company’s Bylaws (“ByLaws”) or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its property that would have a material adverse effect on the business, financial condition or results of operations of the Company; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the consummation by the Company of the transactions contemplated by this Agreement, except for authorization by the Florida Public Service Commission and the registration under the 1933 Act of the Bonds, qualification under the Trust Indenture Act of 1939 (the “1939 Act”) and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriters.
 - (h) This Agreement has been duly authorized, executed and delivered by the Company.
 - (i) The Original Mortgage has been duly authorized, executed and delivered by the Company and duly qualified under the 1939 Act and the Fifty-First Supplemental

Indenture, to be dated as of November 1, 2012 has been duly authorized and when executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the Trustee, the Mortgage constitutes a valid and legally binding instrument of the Company enforceable against the Company in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws affecting creditors' rights generally and (ii) general principles of equity and any implied covenant of good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding at law or in equity and except for the effect on enforceability of federal or state law limiting, delaying or prohibiting the making of payments outside the United States); provided, however, that certain remedies, waivers and other provisions of the Mortgage may not be enforceable, but such unenforceability will not render the Mortgage invalid as a whole or affect the judicial enforcement of (x) the obligation of the Company to repay the principal, together with the interest thereon as provided in the Securities or (y) the right of the Trustee to exercise its right to foreclose under the Mortgage.

- (j) The Bonds have been duly authorized and when executed by the Company, and when authenticated by the Trustee, in the manner provided in the Mortgage and delivered against payment therefor, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and are entitled to the benefits and security afforded by the Mortgage in accordance with the terms of the Mortgage and the Bonds, except as set forth in paragraph (i) above.
- (k) Any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument set forth on Annex A hereto or filed or incorporated by reference as an exhibit to the Registration Statement or the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2011 or any subsequent Quarterly Report on Form 10-Q of the Company or Current Report on Form 8-K of the Company are all indentures, mortgages, deeds of trust, loan agreements or other agreements or instruments that are material to the Company and its subsidiaries taken as a whole.
- (l) The Company has no "significant subsidiaries" within the meaning of Rule 405 of the 1933 Act Regulations.
- (m) The Company (i) is a corporation duly incorporated and validly existing in good standing under the laws of the State of Florida and (ii) is duly qualified to do business in each jurisdiction where the failure to be so qualified would materially adversely affect the ability of the Company to perform its obligations under this Agreement, the Mortgage or the Bonds.

3. *Purchase, Sale and Delivery of Bonds.* On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell to the Underwriters, and the Underwriters agree, severally and not jointly, to purchase from the Company, at a purchase price of (i) 99.561% of the principal amount of the 2015 Bonds plus accrued interest from November 20, 2012 and (ii) 98.808% of the principal amount of the 2042 Bonds plus accrued interest from November 20, 2012 (and in the manner set forth below), the principal amount of Bonds set forth opposite the name of each Underwriter on Schedule A hereto plus the respective principal amounts of additional Bonds which each such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof. The Underwriters hereby agree to reimburse the Company in an aggregate amount equal to \$687,500 including in respect of expenses incurred by the Company in connection with the offering of the Bonds.

Payment of the purchase price for the Bonds to be purchased by the Underwriters and the reimbursement shall be made at the offices of Robinson, Bradshaw & Hinson, P.A., 101 North Tryon Street, Suite 1900, Charlotte, North Carolina 28246, or at such other place as shall be mutually agreed upon by the Representatives and the Company, at 10:00 a.m., New York City time, on November 20, 2012 or such other time and date as shall be agreed upon in writing by the Company and the Representatives (the "Closing Date"). All other documents referred to herein that are to be delivered at the Closing Date shall be delivered at that time at the offices of Sidley Austin LLP, 787 Seventh Avenue, New York, NY 10019. Payment shall be made to the Company by wire transfer in immediately available funds, payable to the order of the Company against delivery of the Bonds, in fully registered form, to you or upon your order. The 2015 Bonds and the 2042 Bonds shall each be delivered in the form of one or more global certificates in aggregate denomination equal to the aggregate principal amount of the respective 2015 Bonds and 2042 Bonds upon original issuance, and registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC").

4. *Offering by the Underwriters.* It is understood that the several Underwriters propose to offer the Bonds for sale to the public as set forth in the Pricing Disclosure Package and the Prospectus.

5. *Covenants of the Company.* The Company covenants and agrees with the several Underwriters that:

- (a) The Company will cause any Preliminary Prospectus and the Prospectus to be filed pursuant to, and in compliance with, Rule 424(b) of the 1933 Act Regulations, and advise the Underwriters promptly of the filing of any amendment or supplement to the Registration Statement, any Preliminary Prospectus or the Prospectus and of the institution by the Commission of any stop order proceedings in respect of the Registration Statement, and will use its best efforts to prevent the issuance of any such stop order and to obtain as soon as possible its lifting, if issued.
- (b) If at any time when a prospectus relating to the Bonds (or the notice referred to in Rule 173(a) of the 1933 Act Regulations) is required to be delivered under the 1933 Act any event occurs as a result of which the Pricing Disclosure Package or

the Prospectus as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Pricing Disclosure Package or the Prospectus to comply with the 1933 Act, the Company promptly will prepare and file with the Commission an amendment, supplement or an appropriate document pursuant to Section 13 or 14 of the 1934 Act which will correct such statement or omission or which will effect such compliance.

- (c) The Company, during the period when a prospectus relating to the Bonds is required to be delivered under the 1933 Act, will timely file all documents required to be filed with the Commission pursuant to Section 13 or 14 of the 1934 Act.
- (d) Without the prior consent of the Underwriters, the Company has not made and will not make any offer relating to the Bonds that would constitute a “free writing prospectus” as defined in Rule 405 of the 1933 Act Regulations, other than a Permitted Free Writing Prospectus; each Underwriter, severally and not jointly, represents and agrees that, without the prior consent of the Company, it has not made and will not make any offer relating to the Bonds that would constitute a “free writing prospectus” as defined in Rule 405 of the 1933 Act Regulations, other than a Permitted Free Writing Prospectus or a free writing prospectus that is not required to be filed by the Company pursuant to Rule 433 of the 1933 Act Regulations; any such free writing prospectus (which shall include the pricing term sheet discussed in Section 5(e) below), the use of which has been consented to by the Company and the Underwriters, is listed on Schedule B and herein is called a “Permitted Free Writing Prospectus.” The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an “issuer free writing prospectus,” as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping.
- (e) The Company agrees to prepare a pricing term sheet specifying the terms of the Bonds not contained in any Preliminary Prospectus, substantially in the form of Schedule C hereto and approved by the Representatives on behalf of the Underwriters, and to file such pricing term sheet as an “issuer free writing prospectus” pursuant to Rule 433 of the 1933 Act Regulations prior to the close of business two business days after the date hereof.
- (f) The Company agrees that if at any time following the issuance of a Permitted Free Writing Prospectus any event occurs as a result of which such Permitted Free Writing Prospectus would conflict with the information (not superseded or modified as of the Effective Date) in the Registration Statement, the Pricing Disclosure Package or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances then prevailing, not misleading,

the Company will give prompt notice thereof to the Underwriters and, if requested by the Underwriters, will prepare and furnish without charge to each Underwriter a free writing prospectus or other document, the use of which has been consented to by the Underwriters, which will correct such conflict, statement or omission.

- (g) The Company will make generally available to its security holders, in each case as soon as practicable but not later than 60 days after the close of the period covered thereby, earnings statements (in form complying with the provisions of Rule 158 under the 1933 Act, which need not be certified by independent certified public accountants unless required by the 1933 Act) covering (i) a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the effective date of the Registration Statement and (ii) a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the date of this Agreement.
- (h) The Company will furnish to you, without charge, copies of the Registration Statement (three of which will include all exhibits other than those incorporated by reference), the Pricing Disclosure Package and the Prospectus, and all amendments and supplements to such documents, in each case as soon as available and in such quantities as you reasonably request.
- (i) The Company will arrange or cooperate in arrangements for the qualification of the Bonds for sale under the laws of such jurisdictions as you designate and will continue such qualifications in effect so long as required for the distribution; provided, however, that the Company shall not be required to qualify as a foreign corporation or to file any general consents to service of process under the laws of any state where it is not now so subject.
- (j) The Company will pay all expenses incident to the performance of its obligations under this Agreement including (i) the printing and filing of the Registration Statement and the printing of this Agreement and any Blue Sky Survey, (ii) the preparation and printing of certificates for the Bonds, (iii) the issuance and delivery of the Bonds as specified herein, (iv) the fees and disbursements of counsel for the Underwriters in connection with the qualification of the Bonds under the securities laws of any jurisdiction in accordance with the provisions of Section 5(i) and in connection with the preparation of the Blue Sky Survey, such fees not to exceed \$5,000, (v) the printing and delivery to the Underwriters, in quantities as hereinabove referred to, of copies of the Registration Statement and any amendments thereto, of any Preliminary Prospectus, of the Prospectus, of any Permitted Free Writing Prospectus and any amendments or supplements thereto, (vi) any fees charged by independent rating agencies for rating the Bonds, (vii) any fees and expenses in connection with the listing of the Bonds on the New York Stock Exchange, (viii) any filing fee required by the Financial Industry Regulatory Authority (ix) the costs of any depository arrangements for the Bonds with DTC or any successor depository, (x) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Bonds, including, without limitation,

expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the Underwriters and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show; provided, however, the Underwriters shall reimburse a portion of the costs and expenses referred to in this clause (x) and (xi) the preparation, execution, filing and recording by the Company of the Fifty-First Supplemental Indenture; and the Company will pay all taxes, if any (but not including any transfer taxes), on the filing and recordation of the Fifty-First Supplemental Indenture.

- (k) Promptly after the Closing Date, the Company will cause the Fifty-First Supplemental Indenture to be recorded (i) in all recording offices in the State of Florida in which the property intended to be subject to the lien of the Mortgage is located and (ii) with the Surface Transportation Board.

6. *Conditions of the Obligations of the Underwriters.* The obligations of the several Underwriters to purchase and pay for the Bonds will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the accuracy of the statements of officers of the Company made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

- (a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for filing by the 1933 Act Regulations and in accordance herewith and each Permitted Free Writing Prospectus shall have been filed by the Company with the Commission within the applicable time periods prescribed for such filings by, and otherwise in compliance with, Rule 433 of the 1933 Act Regulations.
- (b) On or after the Applicable Time and prior to the Closing Date, no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act shall have been instituted or, to the knowledge of the Company or you, shall be threatened by the Commission.
- (c) On or after the Applicable Time and prior to the Closing Date, the rating assigned by Moody's Investors Service, Inc., Standard & Poor's Ratings Services or Fitch Ratings Inc to any debt securities or preferred stock of the Company as of the date of this Agreement shall not have been lowered.
- (d) Since the respective most recent dates as of which information is given in the Pricing Disclosure Package and the Prospectus and up to the Closing Date, there shall not have been any material adverse change in the condition of the Company, financial or otherwise, except as reflected in or contemplated by the Pricing Disclosure Package and the Prospectus, and, since such dates and up to the Closing Date, there shall not have been any material transaction entered into by

the Company other than transactions contemplated by the Pricing Disclosure Package and the Prospectus and transactions in the ordinary course of business, the effect of which in your reasonable judgment is so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Pricing Disclosure Package and the Prospectus.

- (e) You shall have received an opinion of Kristen B. Parker, Esq., Associate General Counsel of the Company, dated the Closing Date, to the effect that:
- (i) The Company has been incorporated, is validly existing as a corporation and its status is active under the laws of the State of Florida, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement.
 - (ii) The Company is duly qualified to do business in each jurisdiction in which the ownership or leasing of its property or the conduct of its business requires such qualification, except where the failure to so qualify, considering all such cases in the aggregate, does not have a material adverse effect on the business, properties, financial condition or results of operations of the Company.
 - (iii) The Registration Statement became effective upon filing with the Commission pursuant to Rule 462 of the 1933 Act Regulations, and, to the best of such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or threatened under the 1933 Act.
 - (iv) The descriptions in the Registration Statement, the Pricing Disclosure Package and the Prospectus of any legal or governmental proceedings are accurate and fairly present the information required to be shown, and such counsel does not know of any litigation or any legal or governmental proceeding instituted or threatened against the Company or any of its properties that would be required to be disclosed in the Registration Statement, the Pricing Disclosure Package or the Prospectus and is not so disclosed.
 - (v) This Agreement has been duly authorized, executed and delivered by the Company.
 - (vi) The issue and sale of the Bonds by the Company and the execution, delivery and performance by the Company of this Agreement, the Mortgage and the Bonds will not contravene any of the provisions of the Articles or Bylaws, the Florida Business Corporation Act or any statute or

any order, rule or regulation of which such counsel is aware of any court or governmental agency or body having jurisdiction over the Company or any of its property, nor will such action conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement to which the Company is a party or by which it or its property is bound or to which any of its property or assets is subject or any instrument filed or incorporated by reference as an exhibit to the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2011 or any subsequent Quarterly Report on Form 10-Q of the Company or Current Report on Form 8-K of the Company or identified in Annex A to this Agreement which affects in a material way the Company's ability to perform its obligations under this Agreement, the Mortgage or the Bonds.

- (vii) The Florida Public Service Commission has issued an appropriate order with respect to the issuance and sale of the Bonds in accordance with this Agreement, and, to the best of such counsel's knowledge, such order is still in effect and the issuance and sale of the Bonds to the Underwriters are in conformity with the terms of such order.
- (viii) The Mortgage has been duly qualified under the 1939 Act.
- (ix) The Mortgage has been duly and validly authorized by all necessary corporate action, has been duly and validly executed and delivered by the Company, and is a valid and binding mortgage of the Company enforceable in accordance with its terms; *provided, however*, that certain remedies, waivers and other provisions of the Mortgage may not be enforceable, but such unenforceability will not render the Mortgage invalid as a whole or affect the judicial enforcement of (A) the obligation of the Company to repay the principal, together with the interest thereon as provided in the Bonds or (B) the right of the Trustee to exercise its right to foreclose under the Mortgage.
- (x) The Bonds have been duly authorized, executed and issued by the Company and, when the same have been authenticated by the Trustee as specified in the Mortgage and delivered against payment therefor, will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, and are entitled to the benefits and security afforded by the Mortgage in accordance with the terms of the Mortgage and the Bonds, except as set forth in paragraph (ix) above.
- (xi) The Company has good and marketable title, with minor exceptions, restrictions and reservations in conveyances, and defects that are of the nature ordinarily found in properties of similar character and magnitude and that, in such counsel's opinion, will not in any substantial way impair

the security afforded by the Mortgage, to all the properties described in the granting clauses of the Mortgage and upon which the Mortgage purports to create a lien. The description in the Mortgage of the above-mentioned properties is legally sufficient to constitute the Mortgage a lien upon said properties, including, without limitation, properties hereafter acquired by the Company (other than those expressly excepted and reserved therefrom). Said properties constitute substantially all the permanent physical properties and franchises (other than those expressly excepted and reserved therefrom) of the Company and are held by the Company free and clear of all liens and encumbrances except the lien of the Mortgage and excepted encumbrances, as defined in the Mortgage. The properties of the Company are subject to liens for current taxes, which it is the general practice of the Company to pay regularly as and when due. The Company has easements for rights-of-way adequate for the operation and maintenance of its transmission and distribution lines that are not constructed upon public highways. The Company has followed the practice generally of acquiring (i) certain rights-of-way and easements and certain small parcels of fee property appurtenant thereto and for use in conjunction therewith and (ii) certain other properties of small or inconsequential value, without an examination of title and, as to the title to lands affected by said rights-of-way and easements, of not examining the title of the lessor or grantor whenever the lands affected by such rights-of-way and easements are not of such substantial value as in the opinion of the Company to justify the expense attendant upon examination of titles in connection therewith. In the opinion of said counsel, such practice of the Company is consistent with sound economic practice and with the method followed by other companies engaged in the same business and is reasonably adequate to assure the Company of good and marketable title to all such property acquired by it. It is the opinion of said counsel that any such conditions or defects as may be covered by the above recited exceptions are not substantial and would not materially interfere with the Company's use of such properties or with its business operations. The Company has the right of eminent domain in the State of Florida under which it may, if necessary, perfect or obtain title to privately owned land or acquire easements or rights-of-way required for use or used by the Company in its public utility operations.

- (xii) The Mortgage constitutes a valid, direct and first mortgage lien of record upon all franchises and properties now owned by the Company (other than those expressly excepted from the lien of the Mortgage and other than those franchises and properties which are not, individually or in the aggregate, material to the Company or the security afforded by the Mortgage) situated in the State of Florida, as described or referred to in the granting clauses of the Mortgage.
- (xiii) The Mortgage, other than the Fifty-First Supplemental Indenture to be dated as of November 1, 2012, has been recorded and filed in such manner

and in such places as may be required by law in order to fully preserve and protect, in all material respects, the security of the bondholders and all rights of the Trustee thereunder, and the Fifty-First Supplemental Indenture relating to the Bonds is in proper form for filing for record, both as a real estate mortgage and as a security interest, in all counties in the State of Florida in which any of the property (except as any therein or in the Mortgage are expressly excepted) described therein or in the Mortgage as subject to the lien of the Mortgage is located and, as a security interest, with the Surface Transportation Board and, upon such recording, the Fifty-First Supplemental Indenture will constitute adequate record notice to perfect the lien of the Mortgage, and preserve and protect, in all material respects, the security of the bondholders and all rights of the Trustee, as to all mortgaged and pledged property acquired by the Company subsequent to the recording of the Fiftieth Supplemental Indenture and prior to the recording of the Fifty-First Supplemental Indenture.

- (xiv) No consent, approval, authorization, order, registration or qualification of or with any federal or Florida governmental agency or body or, to such counsel's knowledge, any federal or Florida court, which has not been obtained or taken and is not in full force and effect, is required for the issue and sale of the Bonds by the Company and the compliance by the Company with all of the provisions of this Agreement, except for the registration under the 1933 Act of the Bonds, and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriters.

Such counsel may state that such counsel's opinions in paragraphs (ix), (x) and (xii) are subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and to an implied covenant of good faith and fair dealing. Such counsel may also state that such counsel's opinion in paragraph (xi) is based upon the Company's title insurance. Such counsel shall state that nothing has come to such counsel's attention that has caused him to believe that each document incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, when filed, was not, on its face, appropriately responsive, in all material respects, to the requirements of the 1934 Act and the 1934 Act Regulations. Such counsel shall also state that nothing has come to such counsel's attention that has caused him to believe that (i) the Registration Statement, including the Rule 430B Information, as of its effective date and at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Pricing Disclosure Package at the Applicable Time contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) that the Prospectus or any amendment or supplement thereto, as of the date it was filed with, or transmitted for filing to, the Commission

and at the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Such counsel may also state that, except as otherwise expressly provided in such opinion, such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in or incorporated by reference into the Registration Statement, the Pricing Disclosure Package or the Prospectus and does not express any opinion or belief as to (i) the financial statements or other financial data contained or incorporated by reference therein, including XBRL interactive data, (ii) the statement of the eligibility and qualification of the Trustee included in the Registration Statement (the "Form T-1") or (iii) the information in the Prospectus under the caption "Book-Entry System."

In rendering the foregoing opinion, such counsel may state that such counsel has relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by such counsel to be responsible.

- (f) You shall have received an opinion of Robinson, Bradshaw & Hinson, P.A., counsel to the Company, dated the Closing Date, to the effect that:
- (i) The statements (i) under the caption "Description of First Mortgage Bonds" in the Base Prospectus and (ii) under the caption "Description of the Mortgage Bonds" in the Pricing Disclosure Package and the Prospectus, insofar as such statements purport to summarize certain provisions of the Mortgage and the Bonds, fairly summarize such provisions in all material respects.
 - (ii) No Governmental Approval, which has not been obtained or taken and is not in full force and effect, is required to authorize, or is required for, the execution or delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby.
 - (iii) The Company is not and, solely after giving effect to the offering and sale of the Bonds and the application of the proceeds thereof as described in the Prospectus, will not be subject to registration and regulation as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.
 - (iv) The statements in the Pricing Disclosure Package and the Prospectus under the caption "Underwriting," insofar as such statements purport to summarize certain provisions of this Agreement, fairly summarize such provisions in all material respects.

In rendering the foregoing opinions, Robinson, Bradshaw & Hinson, P.A. may state that (i) "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, qualification or registration with, any Governmental Authority required to be made or obtained by the Company pursuant to Applicable Laws, other

than any consent, approval, license, authorization, validation, filing, qualification or registration that may have become applicable as a result of the involvement of any party (other than the Company) in the transactions contemplated by this Agreement or because of such parties' legal or regulatory status or because of any other facts specifically pertaining to such parties; (ii) "Governmental Authorities" means the Federal Energy Regulatory Commission; and (iii) "Applicable Laws" means those federal laws, rules and regulations that, in such counsel's experience, are normally applicable to transactions of the type contemplated by this Agreement (other than antifraud laws and the rules and regulations of the Financial Industry Regulatory Authority), but without such counsel having made any special investigation as to the applicability of any specific law, rule or regulation, and the Federal Power Act and the rules and regulations of the Federal Energy Regulatory Commission thereunder. In addition, such counsel may state that they have relied as to certain factual matters on information obtained from public officials, officers and representatives of the Company and that the signatures on all documents examined by them are genuine, assumptions which such counsel have not independently verified.

You shall also have received a statement of Robinson, Bradshaw & Hinson, P.A., dated the Closing Date, to the effect that:

(i) no facts have come to such counsel's attention that have caused such counsel to believe that the documents filed by the Company under the 1934 Act and the 1934 Act Regulations that are incorporated by reference in the preliminary prospectus supplement that forms a part of the Pricing Disclosure Package and the Prospectus, were not, on their face, appropriately responsive in all material respects to the requirements of the 1934 Act and the 1934 Act Regulations (except that in each case such counsel need not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, compliance with XBRL interactive data requirements or the Form T-1) (ii) the Registration Statement, at the Applicable Time and the Prospectus, as of its date, appeared on their face to be appropriately responsive in all material respects to the requirements of the 1933 Act and the 1933 Act Rules and Regulations (except that in each case such counsel need not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, compliance with XBRL interactive data requirements or the Form T-1) and (iii) no facts have come to such counsel's attention that have caused such counsel to believe that the Registration Statement, at the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus, as of its date and as of the Closing Date, contained or contains an untrue

statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that in each case such counsel need not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, including XBRL interactive data, or the statements contained in the exhibits to the Registration Statement, including the Form T-1). Such counsel shall further state that, in addition, no facts have come to such counsel's attention that have caused such counsel to believe that the Pricing Disclosure Package, as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that such counsel need not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, including XBRL interactive data, or the statements contained in the exhibits to the Registration Statement, including the Form T-1).

In addition, such statement shall confirm that the Prospectus has been filed with the Commission within the time period required by Rule 424 of the 1933 Act Regulations and any required filing of a Permitted Free Writing Prospectus pursuant to Rule 433 of the 1933 Act Regulations has been filed with the Commission within the time period required by Rule 433(d) of the 1933 Act Regulations. Such statement shall further state that the Registration Statement became effective upon filing under the 1933 Act and the Mortgage has been qualified under the 1939 Act, and that such counsel has been orally advised by the Commission that no stop order suspending the effectiveness of the Registration Statement has been issued and, to such counsel's knowledge, no proceedings for that purpose have been instituted or are pending or threatened by the Commission.

In addition, such counsel may state that such counsel does not pass upon, or assume any responsibility for, the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus and has made no independent check or verification thereof (except to the limited extent referred to in Section 6(f)(i) above).

- (g) You shall have received an opinion of Sidley Austin LLP, counsel for the Underwriters, dated the Closing Date, with respect to such matters as you may reasonably request, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In giving their opinion, Sidley Austin LLP may rely on the opinion of Kristen B. Parker, Esq. as to matters of Florida law.

-
- (h) On or after the date hereof, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally or of the securities of the Company or Duke Energy Corporation, on the New York Stock Exchange; or (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities or a material disruption in commercial banking services or securities settlement or clearance services in the United States; or (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this subsection (h) in your reasonable judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated in the Pricing Disclosure Package and the Prospectus. In such event there shall be no liability on the part of any party to any other party except as otherwise provided in Section 7 hereof and except for the expenses to be borne by the Company as provided in Section 5(j) hereof.
- (i) You shall have received a certificate of the Chairman of the Board, the President, any Vice President, the Secretary or an Assistant Secretary and any financial or accounting officer of the Company, dated the Closing Date, in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of the Company in this Agreement are true and correct as of the Closing Date, that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date, that the conditions specified in Section 6(c) and Section 6(d) have been satisfied, and that no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are threatened by the Commission.
- (j) At the time of the execution of this Agreement, you shall have received a letter dated such date, in form and substance satisfactory to you, from Deloitte & Touche LLP, the Company's independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement, the Pricing Disclosure Package and the Prospectus, including specific references to inquiries regarding any change in capital stock, increase in long-term debt (excluding current maturities), decrease in net current assets (defined as current assets less current liabilities) or shareholder's equity, and decrease in operating revenues or net income for the period subsequent to the latest financial statements incorporated by reference in the Registration Statement when compared with the corresponding period from the preceding year, as of a specified date not more than three business days prior to the date of this Agreement.
- (k) At the Closing Date, you shall have received from Deloitte & Touche LLP, a letter dated as of the Closing Date, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (j) of this Section, except that the specified date referred to shall be not more than three business days prior to the Closing Date.

The Company will furnish you with such conformed copies of such opinions, certificates, letters and documents as you reasonably request.

7. *Indemnification.* (a) The Company agrees to indemnify and hold harmless each Underwriter, their respective officers and directors, and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act, as follows:

- (i) against any and all loss, liability, claim, damage and expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto) including the Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Permitted Free Writing Prospectus, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission or such alleged statement or omission was made in reliance upon and in conformity with written information furnished to the Company by the Representatives on behalf of the Underwriters expressly for use in the Registration Statement (or any amendment thereto), the Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Permitted Free Writing Prospectus;
- (ii) against any and all loss, liability, claim, damage and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission or any such alleged untrue statement or omission, if such settlement is effected with the written consent of the Company; and
- (iii) against any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) of this Section.

In no case shall the Company be liable under this indemnity agreement with respect to any claim made against any Underwriter or any such controlling person unless the Company shall be notified in writing of the nature of the claim within a reasonable time after the assertion thereof, but failure so to notify the Company shall not relieve it from any liability which it may have

otherwise than under subsections 7(a) and 7(b). The Company shall be entitled to participate at its own expense in the defense, or, if it so elects, within a reasonable time after receipt of such notice, to assume the defense of any suit brought to enforce any such claim, but if it so elects to assume the defense, such defense shall be conducted by counsel chosen by it and approved by the Underwriter or Underwriters or controlling person or persons, or defendant or defendants in any suit so brought, which approval shall not be unreasonably withheld. In any such suit, any Underwriter or any such controlling person shall have the right to employ its own counsel, but the fees and expenses of such counsel shall be at the expense of such Underwriter or such controlling person unless (i) the Company and such Underwriter shall have mutually agreed to the employment of such counsel, or (ii) the named parties to any such action (including any impleaded parties) include both such Underwriter or such controlling person and the Company and such Underwriter or such controlling person shall have been advised by such counsel that a conflict of interest between the Company and such Underwriter or such controlling person may arise and for this reason it is not desirable for the same counsel to represent both the indemnifying party and also the indemnified party (it being understood, however, that the Company shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all such Underwriters and all such controlling persons, which firm shall be designated in writing by you). The Company agrees to notify you within a reasonable time of the assertion of any claim against it, any of its officers or directors or any person who controls the Company within the meaning of Section 15 of the 1933 Act, in connection with the sale of the Bonds.

- (b) Each Underwriter severally agrees that it will indemnify and hold harmless the Company, its directors and each of the officers of the Company who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act to the same extent as the indemnity contained in subsection (a) of this Section, but only with respect to statements or omissions made in the Registration Statement (or any amendment thereto), the Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Permitted Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by the Representatives on behalf of the Underwriters expressly for use in the Registration Statement (or any amendment thereto), the Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Permitted Free Writing Prospectus. In case any action shall be brought against the Company or any person so indemnified based on the Registration Statement (or any amendment thereto), the Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Permitted Free Writing Prospectus and in respect of which indemnity may be sought against any Underwriter, such Underwriter shall have the rights and duties given to the Company, and the Company and each person so indemnified shall have the rights and duties given to the Underwriters, by the provisions of subsection (a) of this Section.

-
- (c) No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding, and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.
- (d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party in respect of any and all loss, liability, claim, damage and expense whatsoever (or actions in respect thereof) that would otherwise have been indemnified under the terms of such indemnity, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total compensation received by the Underwriters in respect of the underwriting discount as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section. The amount paid or payable by an indemnified party as a result of the losses, liabilities, claims, damages or expenses (or actions in respect thereof) referred to above in this Section shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at

which the Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute are several in proportion to their respective underwriting obligations and not joint.

8. *Default by One or More of the Underwriters.* (a) If any Underwriter shall default in its obligation to purchase the principal amount of the 2015 Bonds or the 2042 Bonds, as applicable, which it has agreed to purchase hereunder on the Closing Date, you may in your discretion arrange for you or another party or other parties to purchase such 2015 Bonds and/or 2042 Bonds, as applicable, on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Bonds, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Bonds on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Bonds, or the Company notifies you that it has so arranged for the purchase of such Bonds, you or the Company shall have the right to postpone such Closing Date for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments to the Registration Statement, the Pricing Disclosure Package or the Prospectus which may be required. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Bonds.

- (b) If, after giving effect to any arrangements for the purchase of the Bonds of a defaulting Underwriter or Underwriters by you or the Company as provided in subsection (a) above, the aggregate amount of such Bonds which remains unpurchased does not exceed one-tenth of the aggregate amount of all the Bonds to be purchased at such Closing Date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the amounts of Bonds which such Underwriter agreed to purchase hereunder at such Closing Date and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the amounts of Bonds which such Underwriter agreed to purchase hereunder) of the Bonds of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.
- (c) If, after giving effect to any arrangements for the purchase of the Bonds of a defaulting Underwriter or Underwriters by you or the Company as provided in subsection (a) above, the aggregate amount of such Bonds which remains unpurchased exceeds one-tenth of the aggregate amount of all the Bonds to be purchased at such Closing Date, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to

purchase the Bonds of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company as provided in Section 5(j) hereof and the indemnity and contribution agreement in Section 7 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

9. *Representations and Indemnities to Survive Delivery.* The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter or the Company, or any of its officers or directors or any controlling person, and will survive delivery of and payment for the Bonds.

10. *Reliance on Your Acts.* In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

11. *No Fiduciary Relationship.* The Company acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Company on the one hand, and the Underwriters on the other hand, (b) in connection with the offering contemplated hereby and the process leading to such transaction, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its shareholders, creditors, employees, or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the transaction contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

12. Without any prejudice to Section 11 hereof, the Underwriters acknowledge that any ratings letter from Moody's Investors Services, Inc. provided to the Underwriters and relating to the Bonds offered and sold pursuant to this Agreement, shall be provided to the Underwriters in their limited capacity as authorized agents of the Company entitled to receive such letter in accordance with the confidentiality provisions of such letter.

13. *Notices.* All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed or telecopied and confirmed to Goldman, Sachs & Co., 200 West Street, New York, New York 10282, Attention: Registration Department, Telephone (866) 471-2526, J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attn: High Grade Syndicate Desk, Telephone: (212) 834-4533, Morgan Stanley & Co. LLC, 1585

Broadway, 29th Floor, New York, NY 10036, Attention: Investment Banking Division, Telephone: (212) 761-6691, Facsimile: (212) 507-8999 and RBC Capital Markets, LLC, 200 Vesey Street, New York, New York 10281, Attention: DCM Transaction Management, Facsimile: (212) 658-6137, or if sent to the Company, will be mailed or telecopied and confirmed to it at 550 North Tryon Street, Charlotte, North Carolina 28202, Attention: W. Bryan Buckler, Assistant Treasurer, Telephone: (704) 382-2640, Facsimile: (704) 382-1124. Any such communications shall take effect upon receipt thereof.

14. *Business Day.* As used herein, the term “business day” shall mean any day when the Commission’s office in Washington, D.C. is open for business.

15. *Successors.* This Agreement shall inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and the controlling persons, officers and directors referred to in Section 7 and their respective successors, heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained; this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and said controlling persons, officers and directors and their respective successors, heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Bonds from any Underwriter shall be deemed to be a successor or assign by reason merely of such purchase.

16. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17. *Applicable Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

If the foregoing is in accordance with your understanding, kindly sign and return to us two counterparts hereof, and upon confirmation and acceptance by the Underwriters, this letter and such confirmation and acceptance will become a binding agreement between the Company, on the one hand, and each of the Underwriters, on the other hand, in accordance with its terms.

Very truly yours,

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

By: /s/ W. Bryan Buckler

Name: W. Bryan Buckler

Title: Assistant Treasurer

The foregoing Underwriting Agreement is hereby
confirmed and accepted as of the date first above written.

GOLDMAN, SACHS & Co.
J.P. MORGAN SECURITIES LLC
MORGAN STANLEY & Co. LLC
RBC CAPITAL MARKETS, LLC

On behalf of each of the Underwriters

GOLDMAN, SACHS & Co.

By: /s/ Adam T. Greene

Name: Adam T. Greene

Title: Vice President

MORGAN STANLEY & Co. LLC

By: /s/ Yurij Slyz

Name: Yurij Slyz

Title: Executive Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi

Name: Robert Bottamedi

Title: Vice President

RBC CAPITAL MARKETS, LLC

By: /s/ John M. Sconzo

Name: John M. Sconzo

Title: Managing Director

SCHEDULE A

<u>Underwriter</u>	<u>Principal Amount of 2015 Bonds to be Purchased</u>	<u>Principal Amount of 2042 Bonds to be Purchased</u>
GOLDMAN, SACHS & Co.	\$ 50,000,000	\$ 80,000,000
J.P. MORGAN SECURITIES LLC	50,000,000	80,000,000
MORGAN STANLEY & Co. LLC	50,000,000	80,000,000
RBC CAPITAL MARKETS, LLC	50,000,000	80,000,000
BNY MELLON CAPITAL MARKETS, LLC	10,000,000	16,000,000
FIFTH THIRD SECURITIES, INC.	10,000,000	16,000,000
PNC CAPITAL MARKETS LLC	10,000,000	16,000,000
SANTANDER INVESTMENT SECURITIES INC.	10,000,000	16,000,000
SUNTRUST ROBINSON HUMPHREY, INC.	10,000,000	16,000,000
Total	\$250,000,000	\$ 400,000,000

SCHEDULE B

PRICING DISCLOSURE PACKAGE

- 1) Base Prospectus
- 2) Preliminary Prospectus Supplement dated November 15, 2012
- 3) Permitted Free Writing Prospectuses
 - a) Pricing Term Sheet attached as Schedule C hereto

B-1

SCHEDULE C

*Filed pursuant to Rule 433
November 15, 2012
Relating to
Preliminary Prospectus Supplement dated November 15, 2012 to
Prospectus dated March 1, 2012
Registration Statement No. 333-179835-01*

**Florida Power Corporation
d/b/a Progress Energy Florida, Inc.
First Mortgage Bonds,
\$250,000,000 0.65% Series due 2015
\$400,000,000 3.85% Series due 2042**

Pricing Term Sheet

Issuer:	Florida Power Corporation d/b/a Progress Energy Florida, Inc.	
Trade Date:	November 15, 2012	
Settlement Date:	November 20, 2012; T + 3	
Interest Payment Dates:	May 15 and November 15, beginning on May 15, 2013	
Security Description:	First Mortgage Bonds, 0.65% Series due 2015	First Mortgage Bonds, 3.85% Series due 2042
Principal Amount:	\$250,000,000	\$400,000,000
Maturity Date:	November 15, 2015	November 15, 2042
Price to Public:	99.911% per Bond	99.683% per Bond
Coupon:	0.65%	3.85%
Benchmark Treasury:	0.375% due November 15, 2015	2.75% due August 15, 2042
Benchmark Treasury Yield:	0.330%	2.718%
Spread to Benchmark Treasury:	+35 bps	+115 bps
Yield to Maturity:	0.680%	3.868%

Redemption Provisions/ Make-Whole Call: Redeemable at the Treasury Rate + 5 bps.

At any time before six months prior to maturity, redeemable at the Treasury Rate + 20 bps. At any time on or after six months prior to maturity, redeemable at par.

CUSIP / ISIN: 341099 CQ0 / US341099CQ08

341099 CR8 / US341099CR80

Joint Book-Running Managers: Goldman, Sachs & Co.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

Co-Managers: BNY Mellon Capital Markets, LLC
Fifth Third Securities, Inc.
PNC Capital Markets LLC
Santander Investment Securities Inc.
SunTrust Robinson Humphrey, Inc.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Goldman, Sachs & Co. toll free at (866) 471-2526, J.P. Morgan Securities LLC collect at (212) 834-4533, Morgan Stanley & Co. LLC at (866) 718-1649 or RBC Capital Markets, LLC toll-free at (866) 375-6829.

Material Agreements

[None]