



November 14, 2025

ELECTRONIC FILING

Mr. Adam J. Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket 20250039-EU, In re: Petition to resolve territorial dispute in Gadsen County
with the City of Quincy, by Talquin Electric Cooperative, Inc.

Dear Mr. Teitzman:

Attached for filing in the above-referenced docket is Talquin Electric Cooperative, Inc. and
the City of Quincy's Joint Motion for Approval of Amended Territorial Agreement.

Thank you for your assistance in connection with this matter.

Sincerely,

/s/ Malcolm N. Means

Malcolm N. Means

MNM/

Attachment

cc: All Parties of Record

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to resolve territorial dispute in
Gadsden County with the City of Quincy, by
Talquin Electric Cooperative, Inc.

DOCKET NO. 20250039-EU

FILED: November 14, 2025

**JOINT MOTION OF TALQUIN ELECTRIC
COOPERATIVE, INC. AND THE CITY OF QUINCY FOR
APPROVAL OF AMENDED TERRITORIAL AGREEMENT**

Talquin Electric Cooperative, Inc. (“Talquin”) and the City of Quincy (“Quincy”) (collectively, the “Parties”), have reached an agreement to resolve the objections raised by Talquin Member Wesley Cox to the Parties’ Joint Petition to Approve Territorial Agreement (*See* DN 09161-2025) and request that the Florida Public Service Commission (“Commission”) consider and approve the Parties’ Amended Territorial Agreement as described below, and state:

I. Background

1. On March 10, 2025, Talquin filed a Petition to Resolve Territorial Dispute with Quincy¹ (“Petition”) to seek reaffirmation of the territorial boundaries described in the Parties’ now expired 1995 Territorial Agreement² and to resolve an immediate dispute that existed between Talquin and Quincy as to which utility would provide electric service to a new development to be located on a 65-acre vacant parcel of property on Ben Bostick Road in Gadsden County (Parcel No. 3-10-2N-4W-0000-00441-0100) together with the surrounding parcels.

2. On March 31, 2025, Quincy filed a petition in opposition to the Petition.³

¹ *See* DN 01430-2025.

² Order No. PSC-1995-1522-FOF-EU, issued December 11, 1995 in Docket No. 950532-EU.

³ *See* DN 02321-2025.

3. After lengthy negotiations between the Parties in an effort to resolve the Territorial Dispute, on September 5, 2025 the Parties filed a Joint Petition to Approve Territorial Agreement (“Joint Petition”).⁴ The Parties’ proposed Territorial Agreement (“Original 2025 Agreement”)⁵ resolved all outstanding issues between the Parties and established new territorial boundaries which largely aligned with the boundaries of the Parties’ 1995 Territorial Agreement, with changes to extend and/or compress the utilities’ service areas by shifting the boundary lines to coincide with the boundaries of the land parcels. In addition, the Original 2025 Agreement contemplated the transfer of 41 extra-territorial accounts that have points of use located within Quincy’s territorial area but are currently receiving electric service from Talquin on the effective date of the proposed Original 2025 Agreement.

4. Talquin Member Wesley Cox, together with his brother, David Cox, maintain 6 of the 41 extra-territorial accounts to be transferred (collectively “the Cox Accounts”).

5. Wesley Cox (on behalf of himself and his brother) contacted Talquin’s General Counsel, General Manager, and a Talquin Trustee to express his discontent over the proposed transfer of his accounts to Quincy. He subsequently submitted a written correspondence to the Commission dated September 17, 2025⁶ and attended the Commission meeting on November 4, 2025 to express his objection to the transfer of his utility service from Talquin to Quincy.

6. Following the November 4, 2025 hearing and the Commission’s decision to defer consideration of the Joint Petition to a later hearing date, the Parties (in consultation with Mr. Cox)

⁴ See DN 09161-2025.

⁵ See DN 09161-2025, Exhibit 1.

⁶ See DN 13794-2025.

reached an agreement to modify the territorial boundaries presented in the Original 2025 Agreement and avoid the transfer of the Cox Accounts from Talquin to Quincy.

7. Attached hereto as Exhibit “1” is an Amended Territorial Agreement dated November 14, 2025 (the “Amended 2025 Agreement”), which was approved by Talquin’s Board of Trustees on November 14, 2025, and approved by Quincy’s City Commission on November 13, 2025. The effectiveness of the Amended 2025 Agreement is subject to the approval of the Commission.

8. Aside from the revision to the territorial boundary relating to the Cox Accounts, the terms of the Amended 2025 Agreement are substantively identical to the terms of the Original 2025 Agreement.⁷

9. A detailed map identifying the Parties’ agreed upon changes to the proposed territorial boundaries in the Original 2025 Agreement compared to the Amended 2025 Agreement is attached hereto as Exhibit “3.”⁸ The Parties assert that these changes will not result in the uneconomic duplication of facilities.

⁷ A redlined comparison of the terms of the Original 2025 Agreement vs. the Amended 2025 Agreement is attached hereto as Exhibit “2”. The revisions appear on Pages 1 and 16 of the Agreements, and to the Extra-Territorial Customer List on Exhibit “B” to the Agreements.

⁸ The revisions to the territorial map boundaries from the Original 2025 Agreement to the Amended 2025 Agreement appear on the following Pages of the Amended 2025 Agreement:

Exhibit A-1	Overview Map
	Map Page 14 of 33
	Map Page 18 of 33
Exhibit A-2	Description for Map 14
	Description for Map 18
Exhibit A-3	Overview Map
	Map Page 14
	Map Page 18

10. The Amended 2025 Agreement is substantively identical to the Original 2025 Agreement other than the changes to the boundary applicable to the Cox Accounts. The Amended 2025 Agreement accordingly satisfies all elements required by Rule 25-6.0440(1) and each of the factors listed in Rule 25-6.0440(2) weighs in favor of approval of the Amended 2025 Agreement for the reasons stated in the Parties' Joint Petition.

11. The Parties therefore request that the Commission enter an order approving the Amended 2025 Agreement.

12. The undersigned counsel for Talquin has consulted with Talquin Member Wesley Cox regarding the proposed changes to the territorial boundaries and confirmed that the revised boundaries proposed in the Amended 2025 Agreement avoid the transfer of the Cox Accounts from Talquin to Quincy.

WHEREFORE, for the reasons stated above, Cooperative and Quincy respectfully request the Commission to consider and approve the Amended 2025 Agreement attached hereto as Exhibit "1".

Respectfully submitted this 14th day of November, 2025.

/s/ Malcolm N. Means
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ATTORNEYS FOR TALQUIN
ELECTRIC COOPERATIVE, INC.

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ATTORNEY FOR CITY OF QUINCY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that electronic copies of the foregoing Joint Motion has been furnished by electronic mail on November 14, 2025 to the following:

Ms. Suzanne Brownless
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
sbrownle@psc.state.fl.us

Mr. Gary A. Roberts
City Attorney, Quincy, Florida
130 Salem Court
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garyr@garyrobertslaw.com

Wesley Cox
peppystune@att.net

/s/ Malcolm N. Means
ATTORNEY

EXHIBIT 1

Amended Territorial Agreement dated November 14, 2025

AMENDED TERRITORIAL AGREEMENT

Section 0.1 THIS TERRITORIAL AGREEMENT (“AGREEMENT”), is made and entered into this 14th day of November, 2025, by and between TALQUIN ELECTRIC COOPERATIVE, INC., an electric cooperative corporation organized and existing under the laws of the State of Florida (herein called the “COOPERATIVE”), and CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida (herein called the “CITY”).

W I T N E S S E T H:

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its Members, governmental agencies, political subdivisions, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to Members in areas of Leon, Liberty, Wakulla, and Gadsden County, Florida; and

Section 0.3 WHEREAS, the CITY, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations, both within and without its corporate limits, and presently furnishes electricity and power to customers in areas of Gadsden County, Florida; and

Section 0.4 WHEREAS, the COOPERATIVE and the CITY were parties to a territorial agreement delineating their respective service territories in Gadsden County, Florida dated March 22, 1995, which was subsequently approved by the Commission in an Order Approving Territorial Agreement Between Talquin Electric Cooperative, Inc., and the City of Quincy (Order No. PSC-95-1522-FOF-EU issued on December 11, 1995 in Docket No. 950532-EU (the “1995

Agreement”). The 1995 Agreement expired as of December 11, 2010; however, from December 2010 to the present, the parties have continued to honor the territorial area prescribed in the Territorial Agreement and the parties are unaware of any unapproved infringements upon either party’s territorial area.; and

Section 0.5 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and

Section 0.6 WHEREAS, the Florida Public Service Commission (the “Commission”) has previously recognized that any such duplication of said service facilities by the parties results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.7 WHEREAS, the parties desire to continue to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

Section 0.8 WHEREAS, the parties desire to enter into a new Agreement better to service their interests and the interests of their respective customers and Members in realizing the planning, operational and customer service benefits provided by their respective electric systems by the properly constructed, approved, and supervised territorial agreement; and

Section 0.9 WHEREAS, in order to accomplish these goals, the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as “Territorial Boundary Lines”, and said meandrous boundary lines define and delineate the retail service areas of the parties in portions of Gadsden County, Florida; and

Section 0.10 WHEREAS, subject to the provisions hereof, the herein defined

“Cooperative Territorial Area” will be allocated to the COOPERATIVE as its service area and the herein defined “City Territorial Area” will be allocated to the CITY as its service area; and

Section 0.11 WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and in the public interest; and

Section 0.12 WHEREAS, the Florida Public Service Commission is empowered by the Florida legislature to approve territorial agreements; and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest;

Section 0.13 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term “Territorial Boundary Lines” shall mean the boundary line(s) as depicted on the maps attached hereto as Exhibit A-1 which delineate and differentiate the parties’ respective Territorial Areas in Gadsden County. A written description of the territorial boundaries is included in Exhibit A-2 as required by Rule 25-6.0440(1)(a), F.A.C. Maps depicting the changes in the territorial boundaries from the 1995

Agreement to this Agreement are attached hereto as Exhibit A-3.

Section 1.2 Cooperative Territorial Area - As used herein the term “Cooperative Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled in “Cooperative Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.3 City Territorial Area - As used herein the term “City Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled “City Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.4 New Customers - As used herein, the term “New Customer” shall mean all retail electric consumers applying for service to either CITY or COOPERATIVE after the date of entry of the order from the Florida Public Service Commission contemplated in Section 5.1 of this Agreement.

Section 1.5 Existing Customers – As used herein, the term “Existing Customer” shall mean any person receiving retail electric service from either COOPERATIVE or CITY at the location for which the service is existent on the effective date of this Agreement. The term Existing Customer shall include the widow, widower, or divorced spouse of an Existing Customer who received retail electric service at the same location as of the effective date of this Agreement.

Section 1.6 Person – As used herein, the term “Person” shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes (2025).

Section 1.7 Point of Use – As used herein, the term “Point of Use” shall mean the location within the Territorial Area of a party where a customer’s end-use facilities consume electricity, wherein such party shall be entitled to provide retail electric service under this Agreement, irrespective of the customer’s point of delivery where metering is located. The point of use – not

the point of connect or metering – shall be determinative as to who shall be the provider of the electric service under this Agreement.

Section 1.8 Express Distribution Lines – As used herein, the term “Express Distribution Lines” shall mean a line and related facilities, at distribution voltage, that transports power through the other party’s Territorial Area but serves no load within such territory.

Section 1.9 Temporary Service Customers. As used herein, “Temporary Service Customers” shall mean those customers who are being temporarily served under the temporary service provisions of this Agreement.

Section 1.10 Extra Territorial Customers. As used herein, the term “Extra-Territorial Customers” shall mean those customers whose point of use is located within the Territorial Area of one Party, but which are receiving electrical service from the other Party on the Effective Date of this Agreement.

ARTICLE II AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations – The Cooperative Territorial Area, as herein defined, will be exclusively allocated to the COOPERATIVE as its service area for the period of time hereinafter specified; and the City Territorial Area, as herein defined, will be exclusively allocated to the CITY as its service area for the same period; and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary for use at retail in any of the service areas, as herein defined, of the other.

Section 2.2 New Customers - Neither party shall hereafter knowingly serve or offer to serve a New Customer whose Point of Use is located in the Territorial Area of the other party, except as provided in Section 2.3 below.

The parties acknowledge that there are instances where the Territorial Boundary Line will

traverse the property of a New Customer and, in some instances, the information needed to locate the New Customer's various points of use in relation to the Territorial Boundary Line with reasonable certainty may be unavailable or difficult to determine. Therefore, the parties agree that in such event, the Party with the greater portion of the New Customer's property in its Territorial Area, including where the preponderance of the Customer's electric energy usage is expected to occur, shall be entitled to serve all of the New Customer's usage.

Notwithstanding the foregoing, the parties agree that if a distinct phase of a construction development is being constructed at a single period in time and falls on both sides of the Territorial Boundary Line, then the Territorial Boundary Line shall be altered by amendment to this Agreement so that the utility serving the predominant number of customers of that current phase of the construction development would be entitled to serve the entirety of that current phase of the construction development. Any amendment under this Section shall be submitted to the Commission for approval.

Section 2.3 Temporary Service – It shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area; however, the parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area the New Customer's Point of Use is located (the "Requesting Party"). In such instances, upon written approval by Requesting Party, the other party (the "Temporary Serving Party") may, in its sole discretion, agree in writing to provide temporary service to such New Customer (the "Temporary Service Customer"), subject to the following terms:

- a) Prior to the commencement of the temporary service, the Requesting Party shall

reimburse the Temporary Serving Party the cost required (including both labor and materials) for the Temporary Serving Party to provide service to the Temporary Service Customer (the “Temporary Service Cost in Aid of Construction”).

- b) Prior to the commencement of the temporary service, the Temporary Serving Party shall inform the Temporary Service Customer of the temporary nature of its service and that the Requesting Party may ultimately serve the New Customer if service can be provided by the Requesting Party within 12-months from the date of commencement of service (the “12-month Temporary Service Period”).
- c) Within the 12-month Temporary Service Period, the Requesting Party may provide written notice of its intent and ability to permanently serve the Temporary Service Customer so long as the effective date of the commencement of service falls within the initial 12-month period. The parties shall coordinate the transfer of the service to minimize the inconvenience to the Temporary Service Customer. Within sixty (60) days of the commencement of permanent service by the Requesting Party to the former Temporary Service Customer, the Temporary Serving Party shall reimburse the Requesting Party for the salvage costs of any materials retained following removal of the facilities less the labor costs incurred to remove the facilities.
- d) The Parties agree that after the 12-month Temporary Service Period, the service is no longer considered “temporary” and the Temporary Serving Party shall be entitled to permanently serve the Temporary Service Customer.
- e) Following the 12-month Temporary Service Period, the Parties agree to jointly petition the Commission to seek approval of an amendment to this Agreement to

amend the Territorial Boundary Lines to reflect the transfer of the parcel being served to the Territorial Area of the Temporary Serving Party that provided 12-months of continuous service to the Temporary Service Customer. Upon approval of the amendment to the Territorial Boundary Lines by the Commission, the former Temporary Serving Party shall notify the former Temporary Service Customer of the permanent status of the service.

- f) Within sixty (60) days after Commission approval of the amended Territorial Boundary Lines, and the Requesting Party shall be entitled to reimbursement of the full amount paid for the Temporary Service Cost in Aid of Construction.

Under no circumstances shall the Requesting Party be entitled to compensation for any loss of revenues for the period during which such temporary service was provided by the Temporary Serving Party.

Notwithstanding the foregoing, it is understood that the COOPERATIVE must furnish its service mainly to its Members in order to preserve its tax-exempt status; therefore, if the proposed recipient of temporary service will not join the COOPERATIVE as a Member, then the COOPERATIVE may decline such request by the CITY when the COOPERATIVE determines that providing such service may jeopardize its tax-exempt status under applicable federal law. Nothing herein shall be construed as requiring either party to provide temporary service within the other parties' Territorial Area in any instance where, in its sole discretion, a party determines that providing such temporary service would be unduly burdensome or inconsistent with the utility's governing law, policies, or financial structure.

Section 2.4 Present Temporary Service Customers – This Agreement is intended to apply to New Customers, as herein defined. It is the parties' intention that, upon the Effective Date, there

will be no active Temporary Service Customers as they will have either been converted to permanent customers based on adjustments made to the parties' respective Territorial Area pursuant to this Agreement or they will be treated as Extra-Territorial Customers pursuant to Article III.

Section 2.5 Referral of Service Request – In the event that a prospective New Customer requests or applies for service from either party to be provided to a Point of Use located in the Territorial Area of the other party, the party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Agreement and shall refer the prospective New Customer to the other party.

Section 2.6 Non-Solicitation – The parties shall not solicit potential or existing electric utility customers within the other party's Territorial Area.

Section 2.7 Correction of Inadvertent Service Errors – If any situation is discovered during the term of this Agreement in which either party is inadvertently providing retail electric service to a customer's Point of Use located within the Territorial Area of the other party, service to such customer by the proper party will be established at the earliest practicable time, but in any event within twelve (12) months of the date the inadvertent service error was discovered. Until service by the proper party can be reasonably established, the inadvertent service will be deemed to be a temporary service provided and governed in accordance with Section 2.3, above, with the date the inadvertent service error was discovered serving as the commencement date of the 12-month Temporary Service Period.

Section 2.8 Annexation or De-Annexation – The Territorial Boundary Line shall not be affected by any change that may occur in the corporate limits of CITY lying within the Cooperative Territorial Area or the City Territorial Area; provided, however, that those customers with a Point

of Use annexed into the municipal boundaries of the CITY shall be subject to a franchise fee pursuant to any duly adopted franchise ordinance and agreement between the parties.

Section 2.9 Franchise – COOPERATIVE acknowledges CITY’s right to require utility providers to enter into an agreement for the payment of a franchise fee to the CITY in exchange for the right of the utility to use the municipal right-of-way to provide utility services. COOPERATIVE agrees to negotiate with the CITY in good faith to enter into a franchise agreement outlining, among other things, the payment of a reasonable fee equal to a percentage of all of the COOPERATIVE’s retail sales within the city’s corporate limits in exchange for the right to locate the COOPERATIVE’s facilities within the municipal right-of-way.

ARTICLE III TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.0 General – The parties agree that all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers’ Point of Use is located under this Agreement at the earliest practical time, consistent with sound utility practices and reasonable customer notices. To that end, the parties agree to complete the transfer of all Extra-Territorial Customers within six (6) months of the Effective Date and will notify the Commission in writing if circumstances require additional time to complete the transfer.

The parties have not identified any Extra-Territorial Customers currently served by the CITY and subject to transfer to COOPERATIVE pursuant to this Agreement.

The Extra-Territorial Customers currently served by COOPERATIVE and subject to transfer to CITY pursuant to this Agreement are listed by the service address and/or other identifying factor in Exhibit B, attached hereto.

In accordance with Rule 25-6.0440(1)(d), Florida Administrative Code, the affected customers subject to transfer have been sent written notification of this Agreement and the transfer

provisions described above. Sample copies of the letters providing such notification are attached hereto as Exhibit C, attached hereto.

Section 3.1 Transfer of Related Service Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Section 3.0 above, the receiving party may elect to purchase certain electric distribution facilities of the transferring party used exclusively for providing electric service to the transferred customers in exchange for payment of an amount to be determined in accordance with Section 4.3 below. COOPERATIVE affirms that it is willing to sell certain of its electric distribution facilities used exclusively for providing electric service to the transferred customers to the CITY, subject to the COOPERATIVE's right to exclude specific equipment or facilities from the sale for retention by the COOPERATIVE.

Section 3.2 Transfer Closings. For each transfer the parties shall mutually agree on a closing date within six (6) months of the Effective Date, allowing sufficient time for the parties to notify the customers, identify any facilities to be transferred, determine the compensation for transferred facilities, and to prepare the appropriate closing statements, assignments and other instruments to transfer and convey the transferring party's interest in the electric distribution facilities to the receiving party pursuant to Section 3.1 above.

Section 3.3 Transfer Instruments. For each transfer made under this Article III, the transferring party will make, execute, and deliver to the receiving party a conveyance, deed, or other instrument of transfer, as is appropriate, in order to convey all rights, titles, and interests of the transferring party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving party. Notwithstanding anything to the contrary herein, all payments related to the transfer of any electric distribution facilities shall be made at the time of closing under Section 3.2.

ARTICLE IV
OPERATION AND MAINTENANCE

Section 4.1 Facilities to Remain - All Generating Plant, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in serving customers in their respective service area, shall be allowed to remain where situated and shall not be subject to removal hereunder; provided, however, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 4.2 Joint Use - The parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities, in which event such arrangements shall be made by separate instruments incorporating prudent engineering practices and providing proper clearances with respect thereto.

Section 4.3 Compensation for Transferred Facilities – This Section shall only apply in the event facilities must be transferred from one party to the other and the compensation amount for those facilities has not already been expressly determined by this Agreement. In those circumstances, the receiving party shall compensate the transferring party for the electric distribution facilities used exclusively for providing electric service to the transferred customers in an amount based upon the replacement cost (new) at the time of the proposed transfer, less (i) depreciation calculated on a 30-year straight-line basis over the life of the asset (facility) as determined from the transferring party's books and records and (ii) any costs incurred by the transferring party for the reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices.

Section 4.4 Time of Payment – All payments from the receiving party to the transferring party determined in accordance with this Section shall be made in cash within sixty (60) days of the presentation of an invoice from the transferring party.

Section 4.5 Transfer Instruments – For each transfer made under this Agreement, the transferring party will make, execute, and deliver to the receiving party a conveyance, deed or other instrument of transfer, as is appropriate, in order to convey all rights, titles and interests of the transferring party in any facilities, right-of-way, easements, road permits, or other rights to the receiving party.

Section 4.6 RUS Approval – The parties acknowledge that a property transfer from COOPERATIVE to CITY may be subject to approval and release from security documents by the United States of American Department of Agriculture and Rural Utilities Service (“RUS”) or other lenders. All property transferred from COOPERATIVE to CITY under this Agreement shall be free and clear of all liens and encumbrances. For the avoidance of any doubt, the parties acknowledge and agree that no debts or obligations of the COOPERATIVE shall transfer to the CITY as part of the transfer of any property pursuant to this Agreement.

Section 4.7 Express Distribution Lines – Nothing herein shall be construed to prevent or in any way prohibit the right of each party to maintain any existing Express Distribution Lines within the Territorial Area of the other party. The future construction of any Express Distribution Lines through the other party’s Territorial Area must be pre-approved by the party with the rights to the Territorial Area through which the proposed Express Distribution Line will traverse.

ARTICLE V PREREQUISITE APPROVAL

Section 5.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission; and appropriate

approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained and the date of the Commission's Order, if any, granting approval of this Agreement shall be deemed the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the parties' performance of this Agreement.

Section 5.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 5.1, is not obtained, neither party will have an action against the other arising under this Agreement.

Section 5.3 Supersedes Prior Agreements – Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede all prior agreements between the parties defining the boundaries of their respective Territorial Areas within Gadsden County, Florida.

ARTICLE VI DURATION

Section 6.1 Term – This Agreement shall continue and remain in effect for a period of thirty (30) years from the date of the rendering of the Florida Public Service Commission's Order approving this Agreement pursuant to Section 5.1. Upon the expiration of the initial thirty (30) year Term, this Agreement shall automatically renew for successive one-year renewal terms. Either party may terminate this Agreement, provided that such termination becomes effective after the initial thirty (30) year term by providing notice of termination to the other party no fewer than twelve (12) months prior to the effective date of the termination. The notice shall be provided in accordance with Section 8.3 and shall state the effective date of termination.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

Section 7.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to further this State's policy for actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida, avoiding uneconomic duplication of generation, transmission, and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the parties' respective obligations to serve.

Section 7.2 Other Electric Utilities – Nothing in this Agreement is intended to define, establish, or affect in any manner the rights of either party hereto relative to any other electric utility not a party to this Agreement with respect to furnishing of retail electric service, including, but not limited to, the service territory of either party hereto relative to the service territory of any other electric utility not a party to this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Negotiations - Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein; and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing signed by both parties and attached hereto.

Section 8.2 Successors and Assigns - Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions

or conditions herein contained which shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 8.3 Notices - Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid, to: General Manager, Talquin Electric Cooperative, Inc., P.O. Box 1679, Quincy, Florida 32353; and to the CITY if mailed by certified mail, postage prepaid, to: City Manager, City of Quincy, 404 West Jefferson Street, Quincy, Florida 32351.

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 8.4 Public Records – COOPERATIVE is not a public agency nor is it acting on behalf of a public agency under this Agreement. COOPERATIVE, however, acknowledges and agrees that CITY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of any public records created under this Agreement.

Section 8.5 Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to be one and same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other means shall have the same effect as the delivery of manually signed documents in person.

IN WITNESS WHEREOF, as of the day and year first above written, this Agreement has been executed in duplicate by the COOPERATIVE in its name by its President and its corporate seal hereto affixed by the Secretary of the COOPERATIVE with the authorization and approval of the COOPERATIVE's Board at a meeting held on November 14, 2025, and by the CITY in its name by its City Manager and its corporate seal hereto affixed and attested by the City Clerk with the authorization and approval of the CITY's Commission at a meeting held on the 13th day of

November 2025,, and one of said duplicate copies has been delivered to each of the parties hereto.

TALQUIN ELECTRIC COOPERATIVE, INC.

ATTEST:

By: _____
William VanLandingham
Secretary

By _____
Joseph Alexander
President

(Corporate Seal)

CITY OF QUINCY

ATTEST:

By 
City Clerk

By 
Dr. Beverly Nash
Mayor

APPROVED AS TO FORM AND
LEGALITY:

By 
Gary Roberts
City Attorney

(Corporate Seal)

November 2025,; and one of said duplicate copies has been delivered to each of the parties hereto.

TALQUIN ELECTRIC COOPERATIVE, INC.

ATTEST:

By: 

William VanLandingham
Secretary

By: 

Joseph Alexander
President

(Corporate Seal)



CITY OF QUINCY

ATTEST:

By _____
City Clerk

By _____
Dr. Beverly Nash
Mayor

APPROVED AS TO FORM AND
LEGALITY:

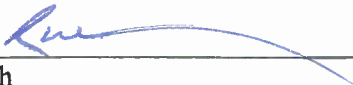
By _____
Gary Roberts
City Attorney

(Corporate Seal)

EXHIBIT A-1
BOUNDARY LINE MAP

Approved By:

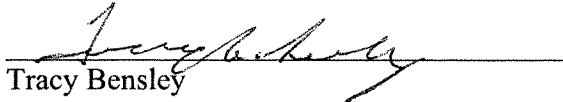
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General Manager, Talquin Electric Cooperative, Inc.



Richard Ash
Utilities Director, City of Quincy, Florida

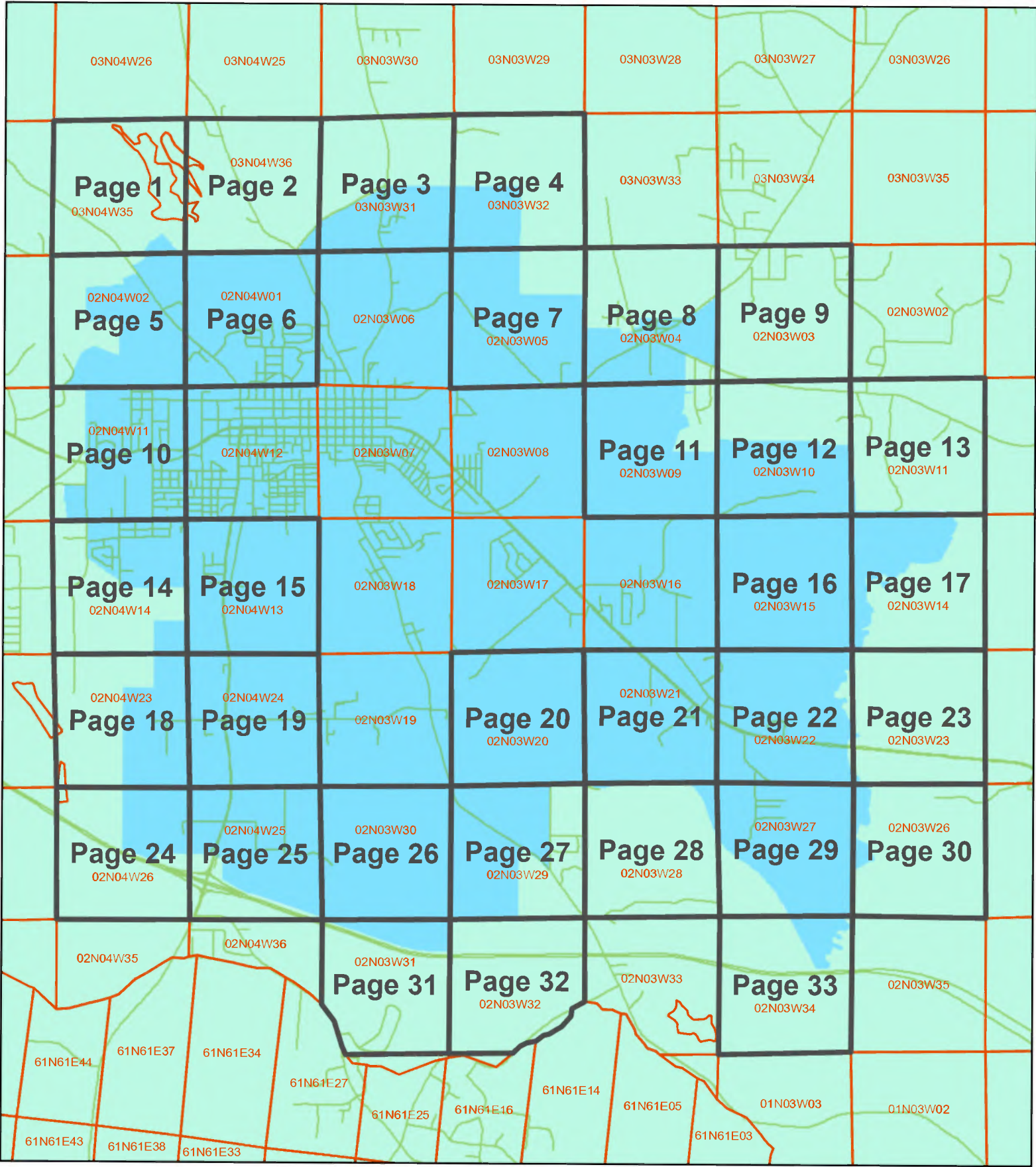
EXHIBIT A-1
BOUNDARY LINE MAP

Approved By:

A handwritten signature in black ink, appearing to read "Tracy Bensley", is written over a horizontal line.

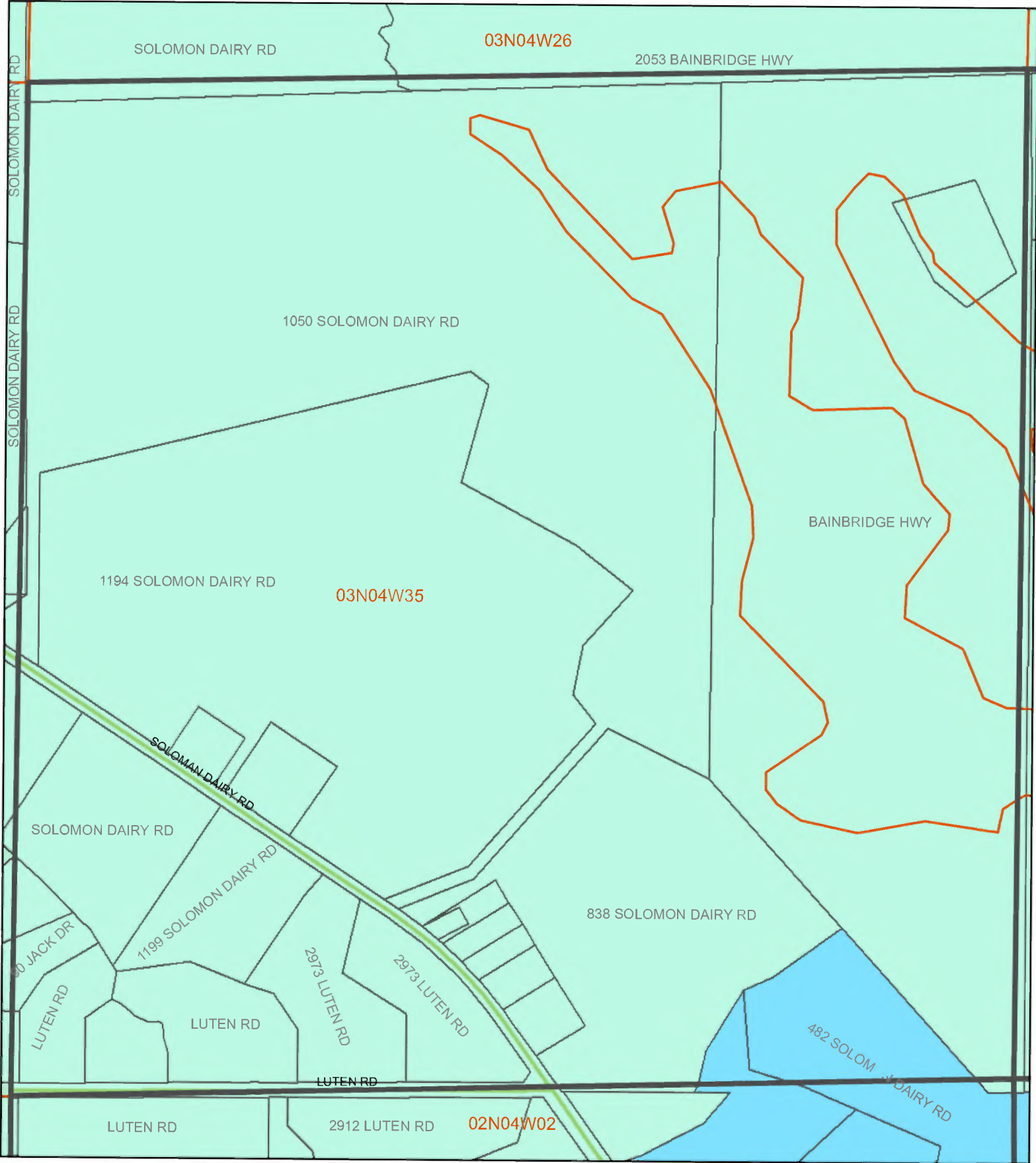
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General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
Utilities Director, City of Quincy, Florida

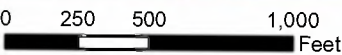


Talquin Electric - City of Quincy
Territorial Boundary Overview Map
2025 Agreement
Gadsden County, Florida

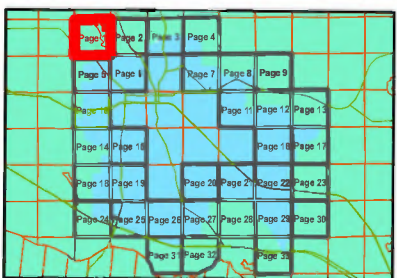
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- Section Boundary
- Talquin Electric Service Territory- 2025 Agreement
- Map Page
- Road

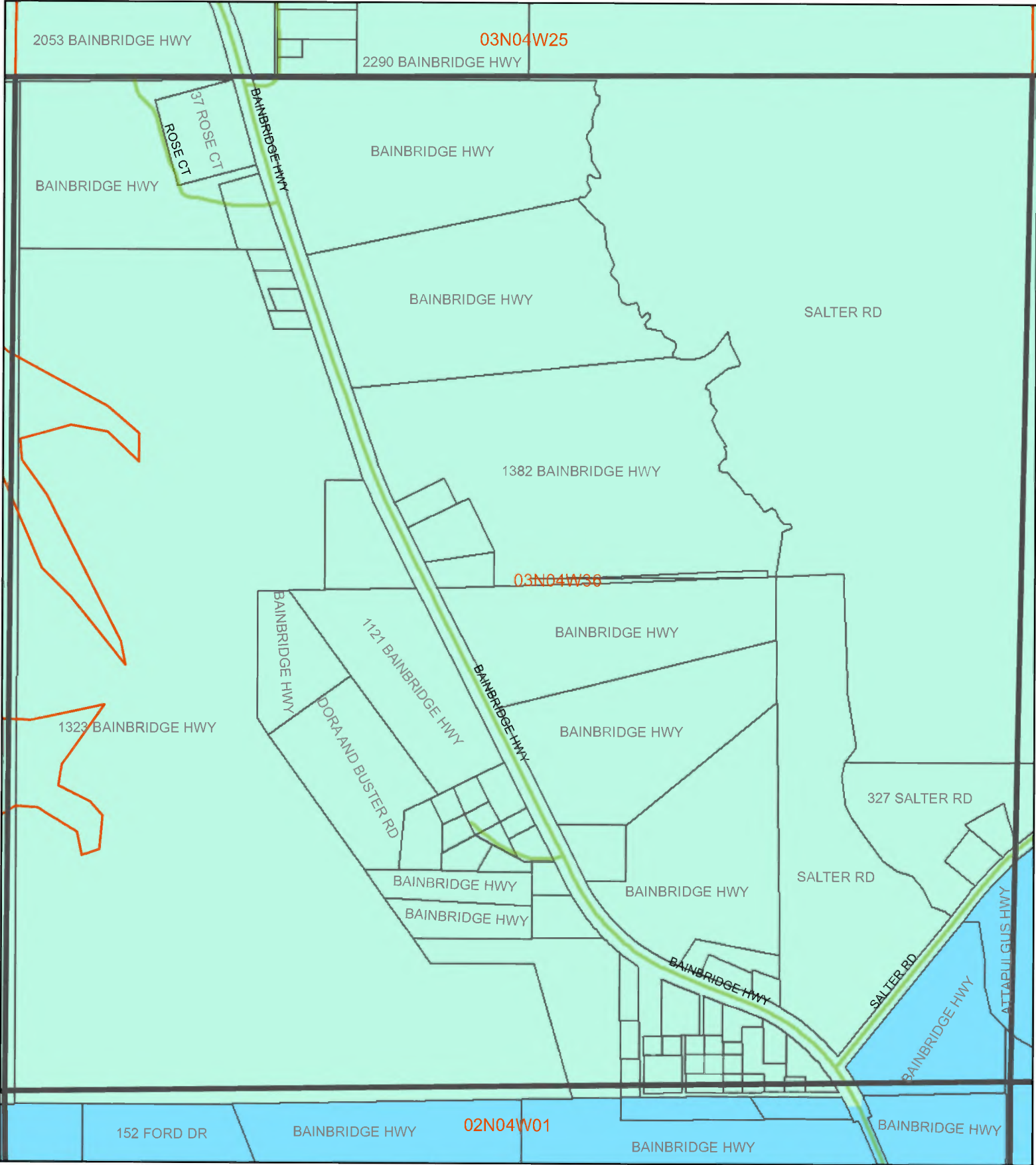


Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
Map Page 1 of 33

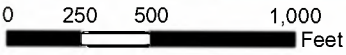


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- Section Boundary
- Talquin Electric Service Territory- 2025 Agreement
- Parcels
- Road
- Map Page

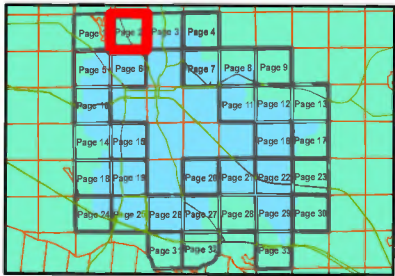


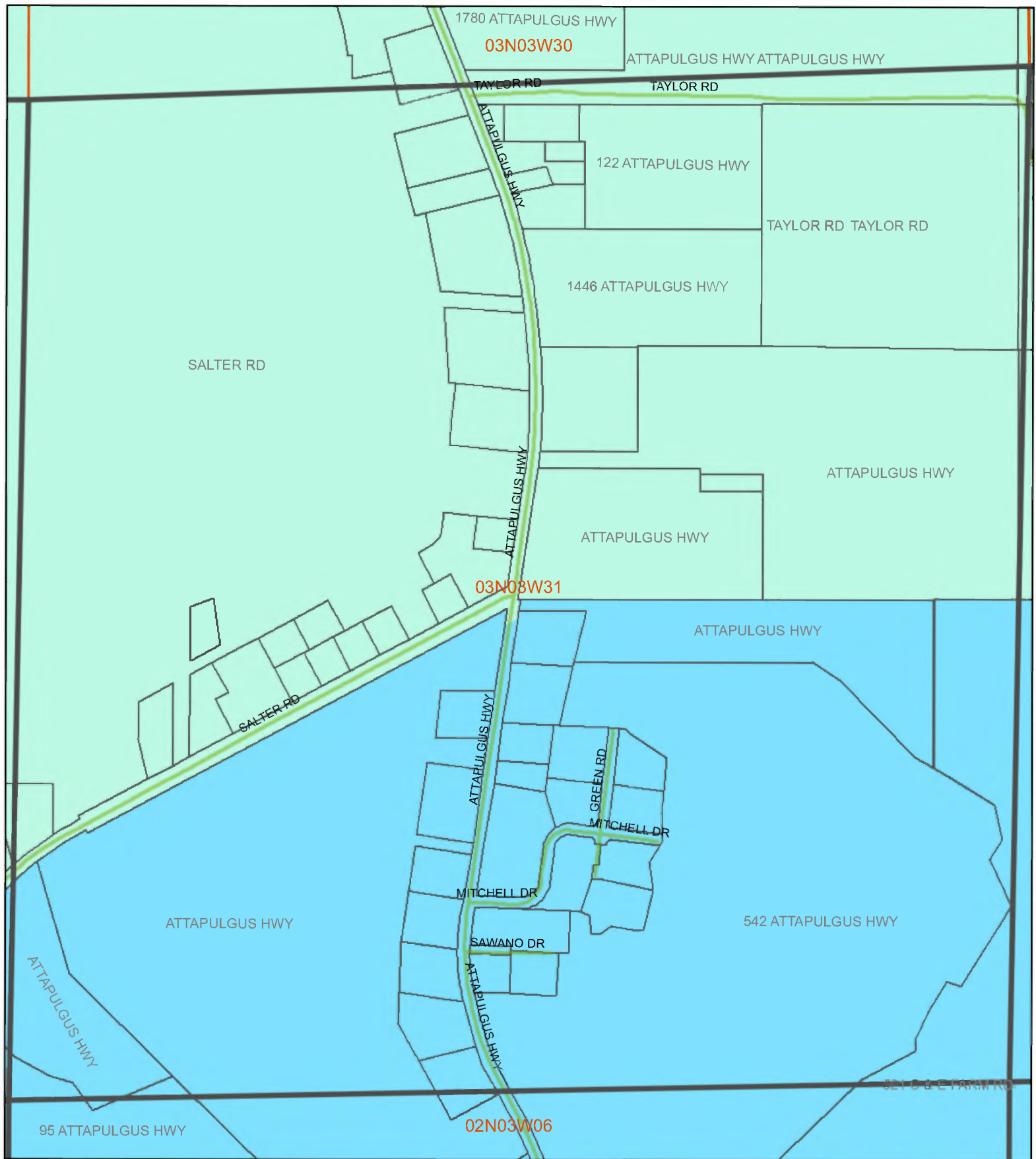


Talquin Electric - City of Quincy
Territorial Boundary Map
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- City of Quincy Service Territory - 2025 Agreement
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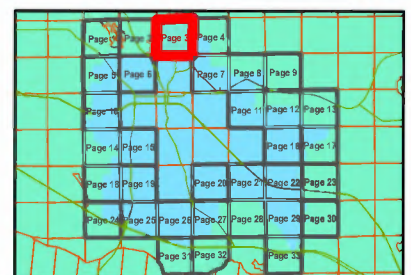


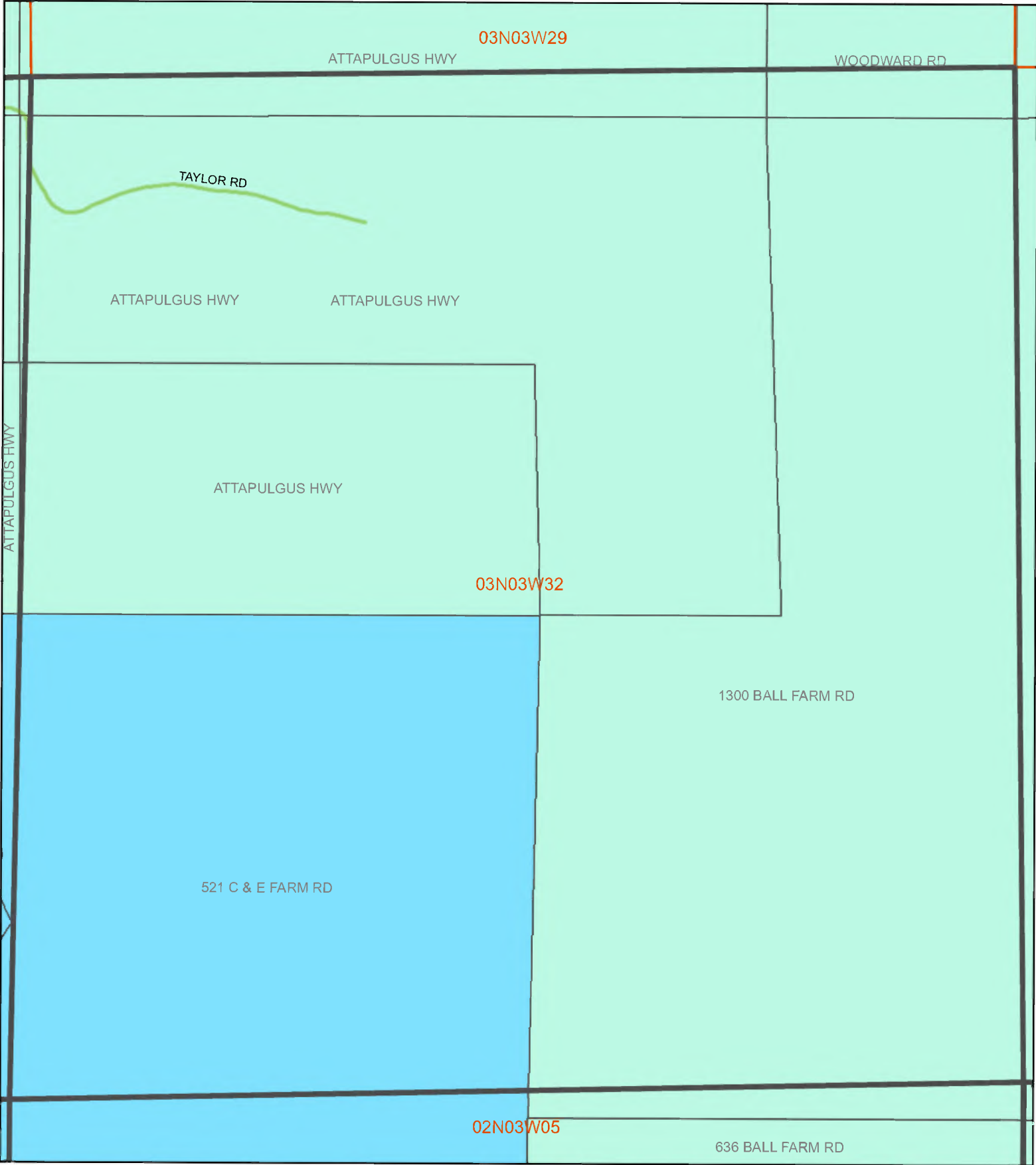
Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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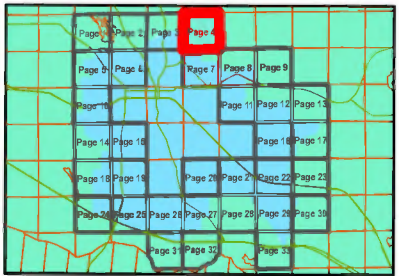
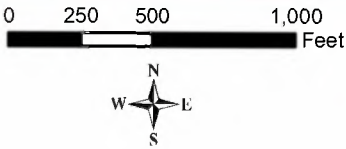
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- Talquin Electric Service Territory- 2025 Agreement
- Parcels
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- Section Boundary
- Road

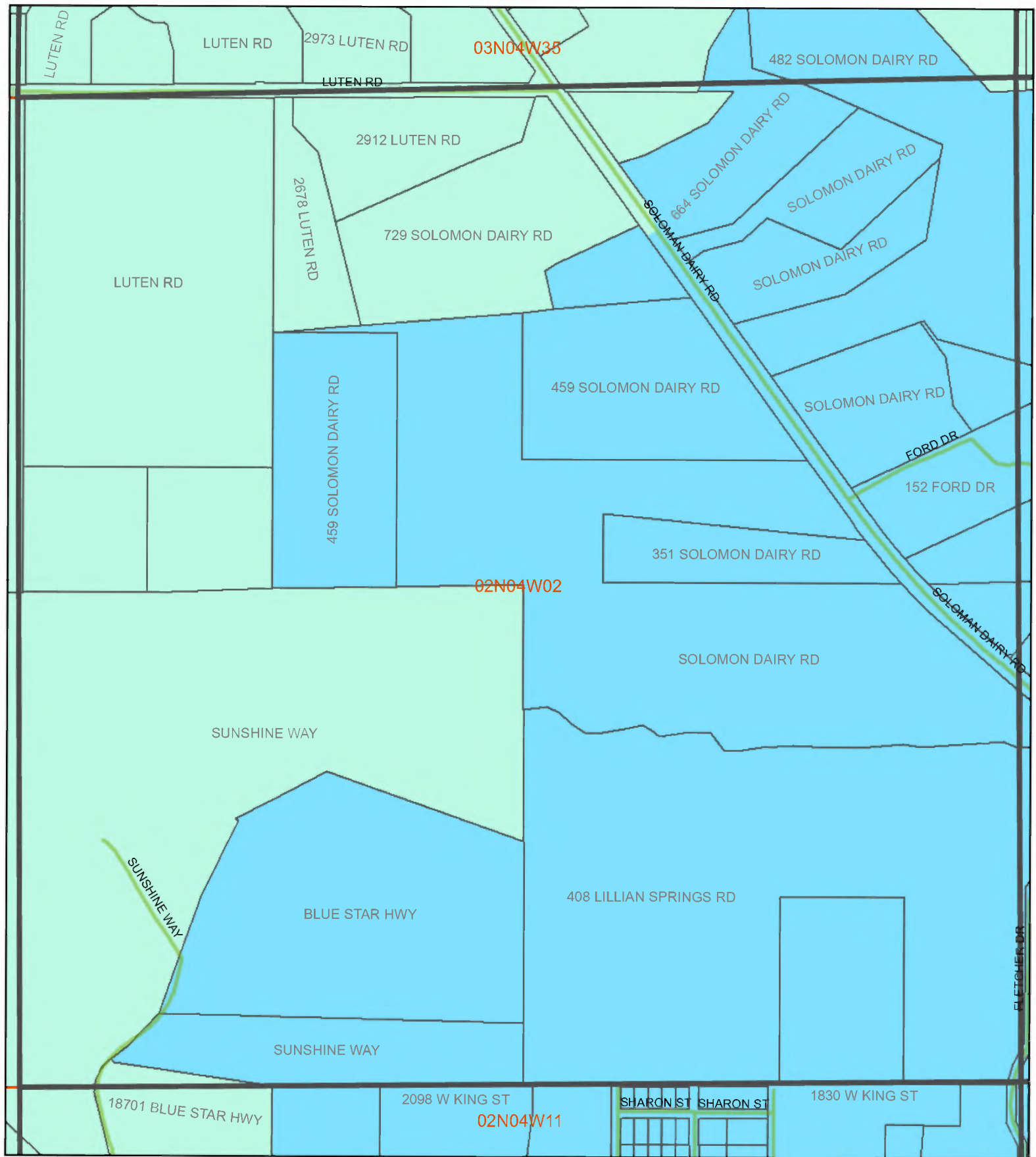




Talquin Electric - City of Quincy
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-  Road
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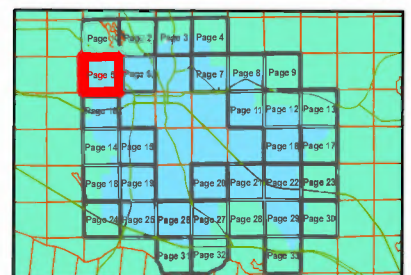


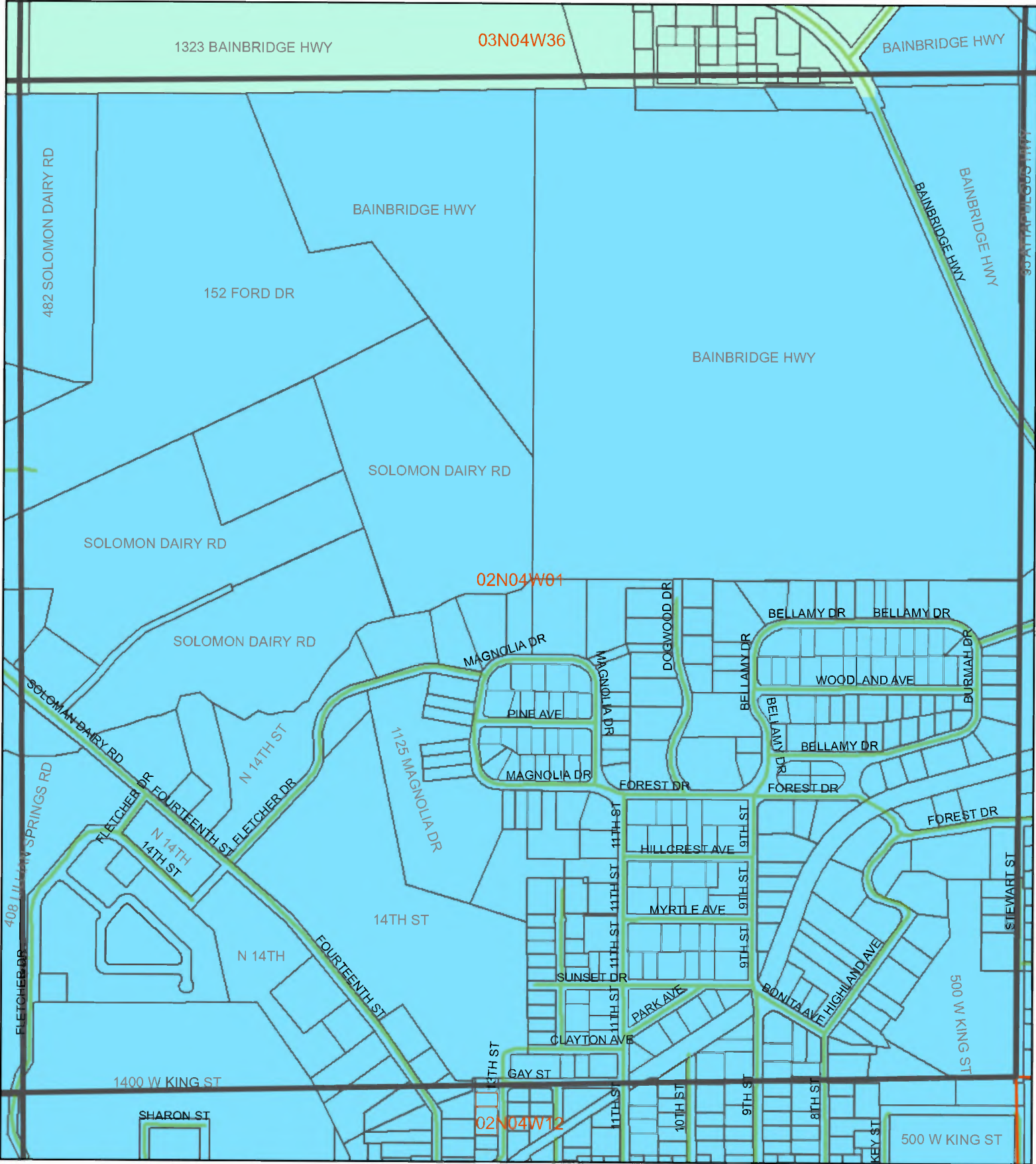
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Territorial Boundary Map
2025 Agreement
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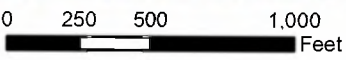


- City of Quincy Service Territory - 2025 Agreement
- Talquin Electric Service Territory- 2025 Agreement
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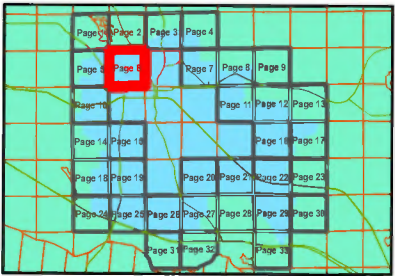


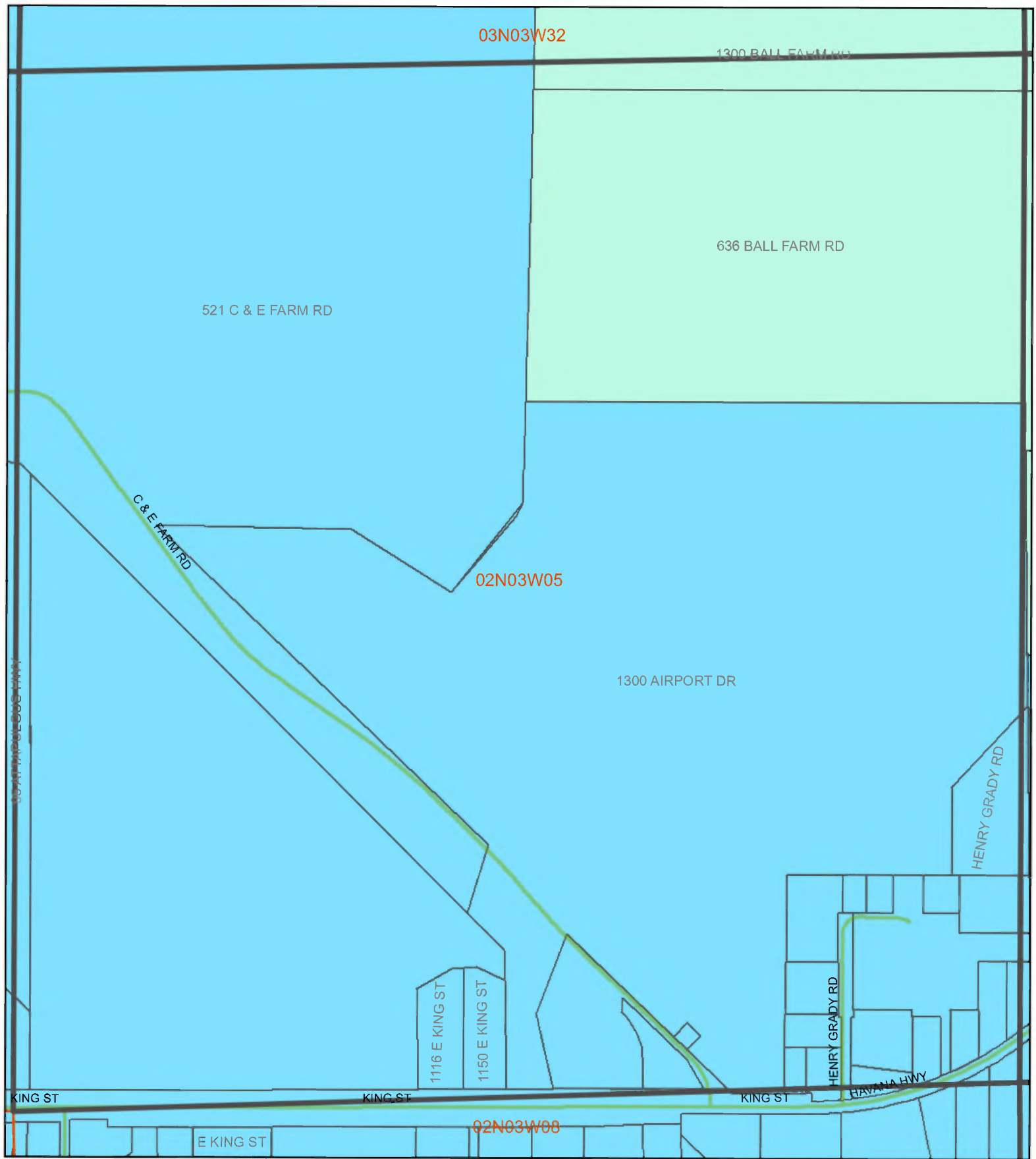


Talquin Electric - City of Quincy
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- City of Quincy Service Territory - 2025 Agreement
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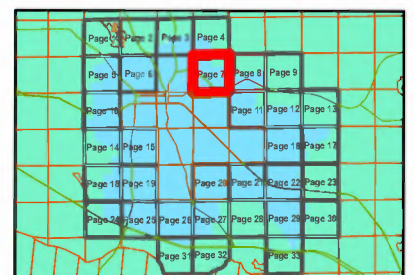


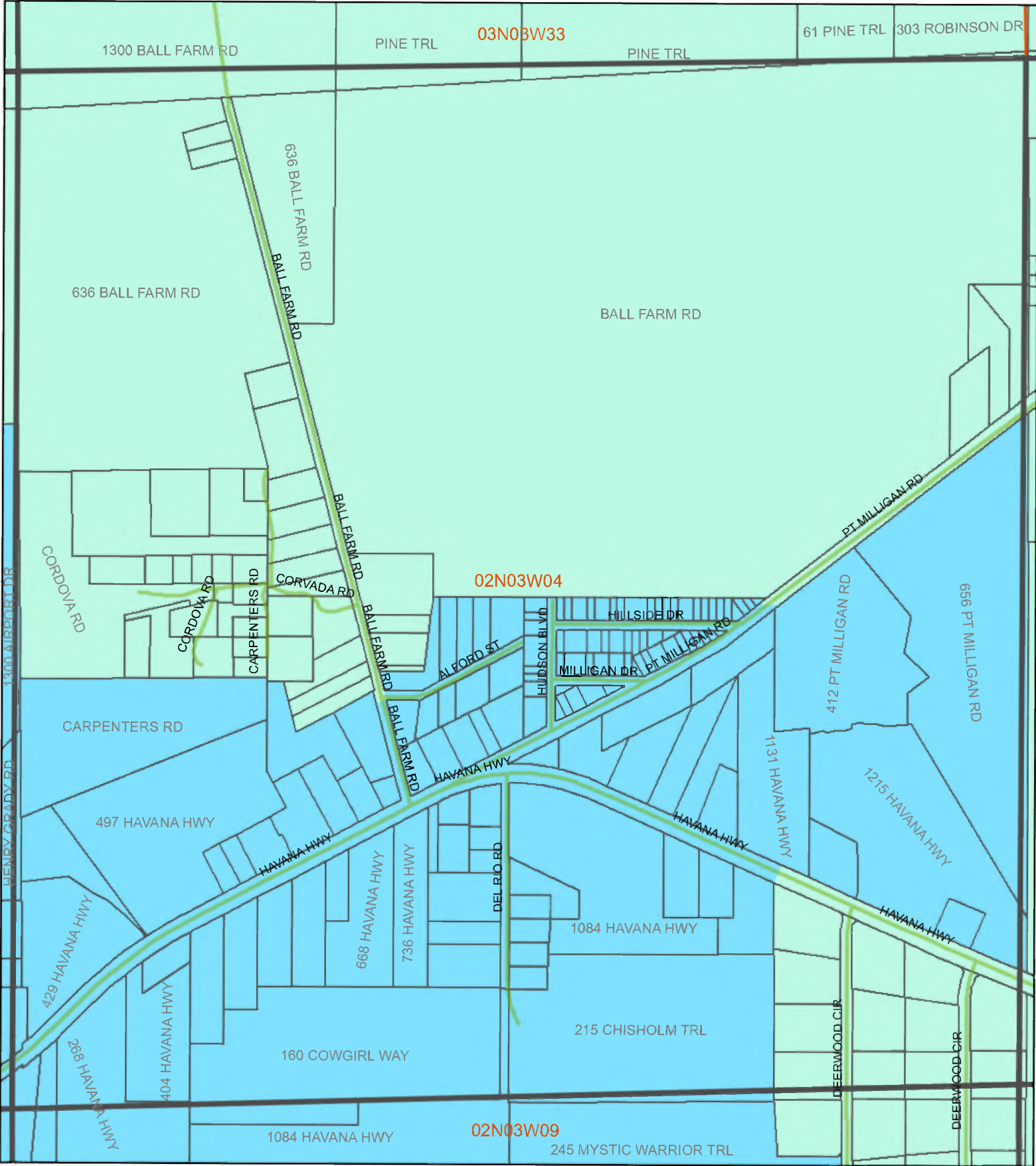
Talquin Electric - City of Quincy
Territorial Boundary Map
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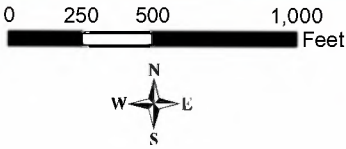


- City of Quincy Service Territory - 2025 Agreement
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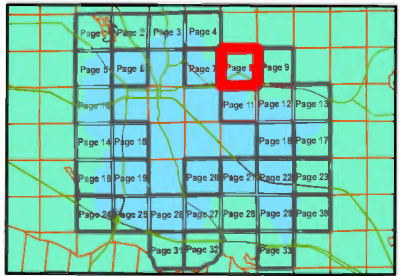


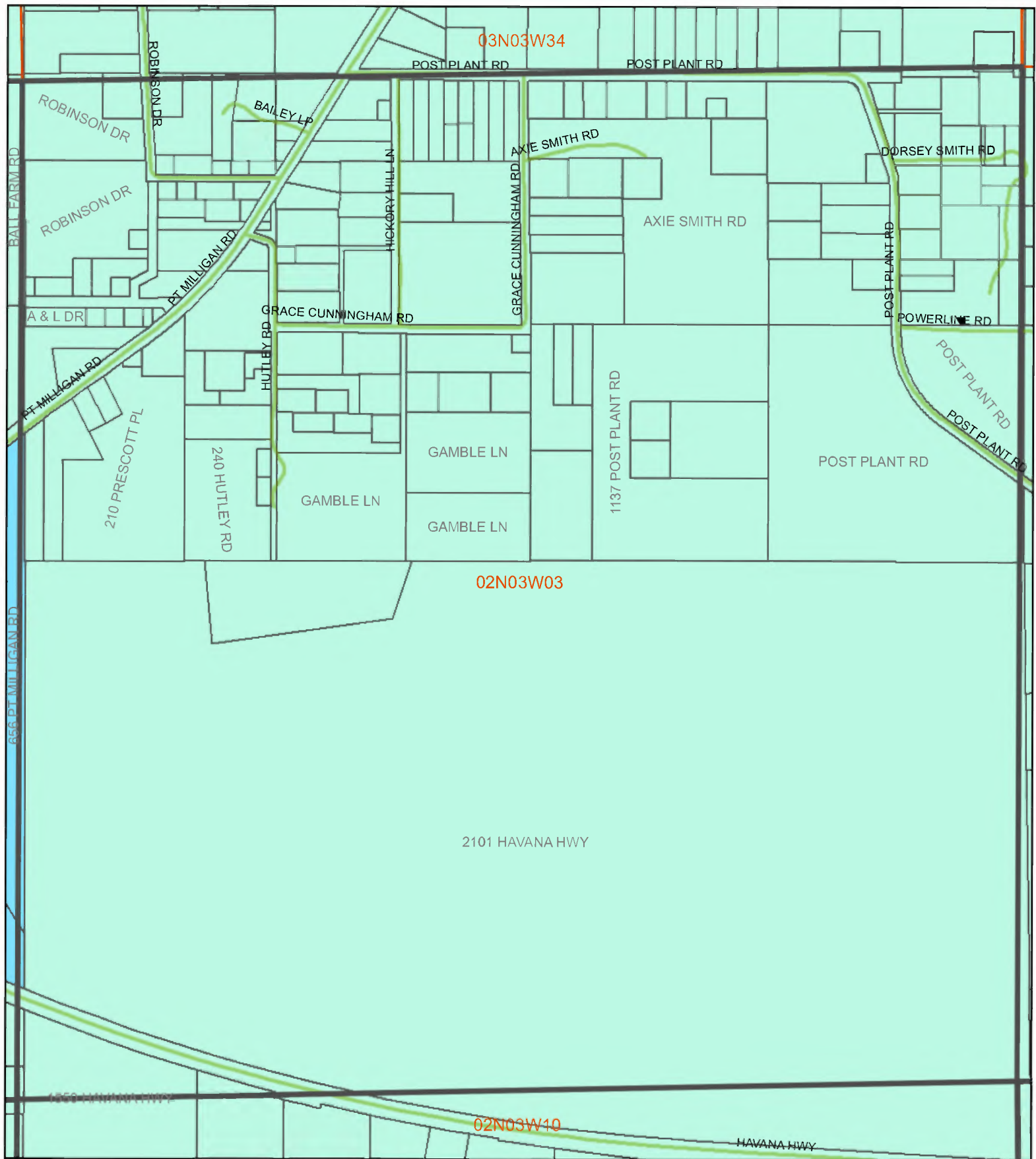


Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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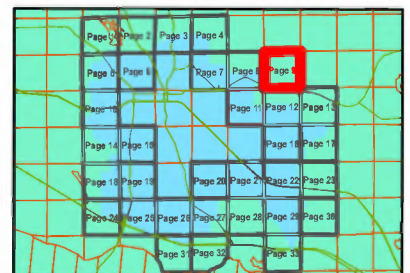
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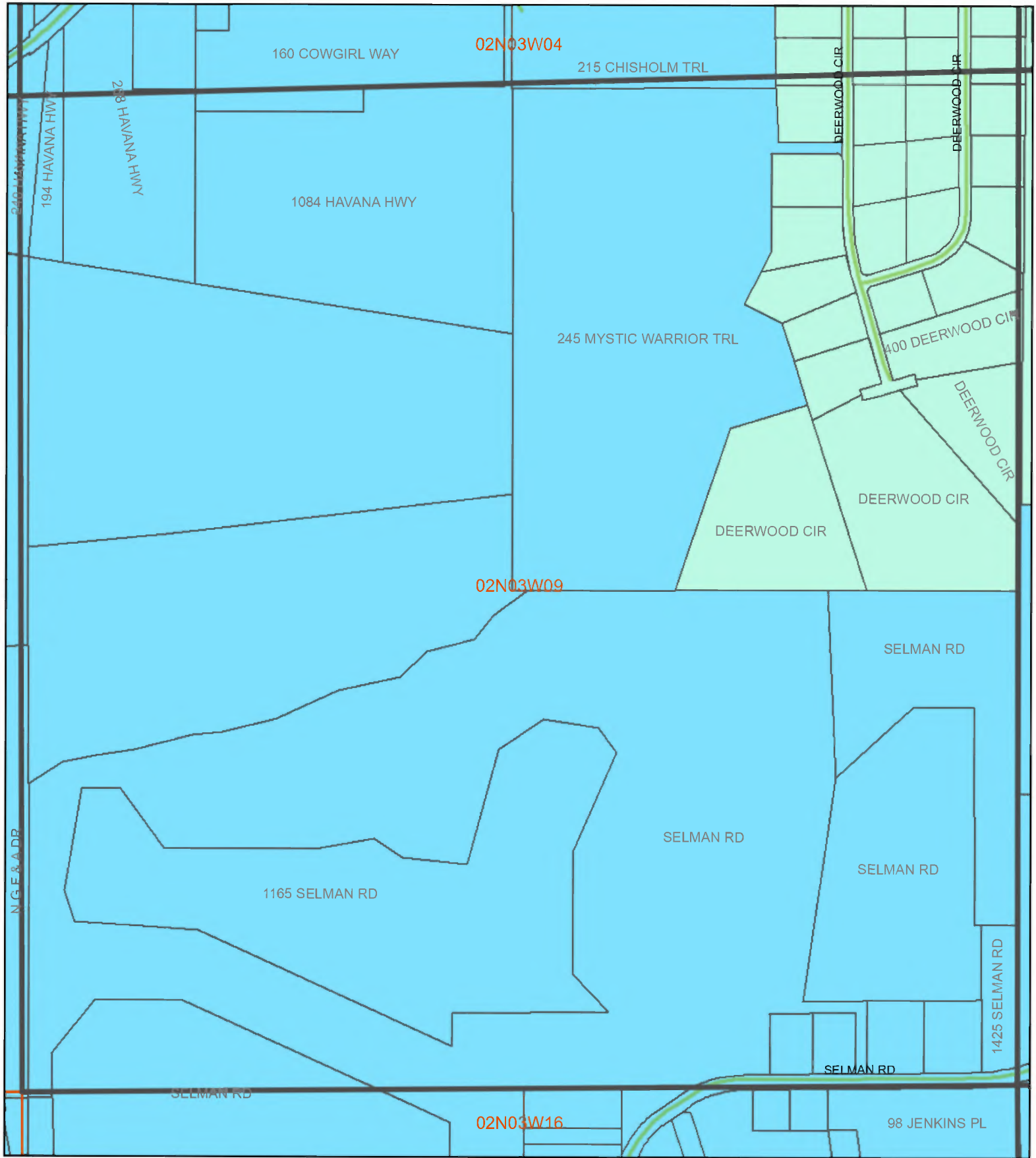




**Talquin Electric - City of Quincy
Territorial Boundary Map
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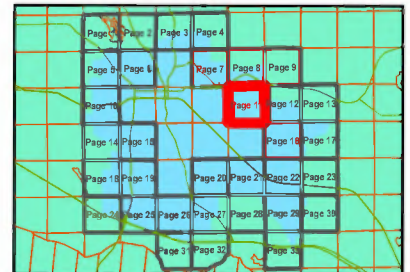
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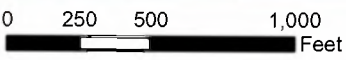
**Talquin Electric - City of Quincy
Territorial Boundary Map
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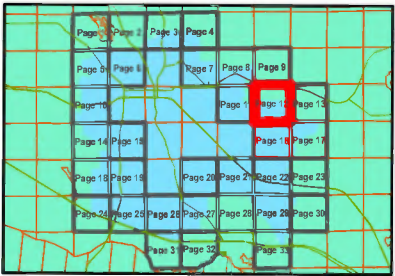




Talquin Electric - City of Quincy
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- City of Quincy Service Territory - 2025 Agreement
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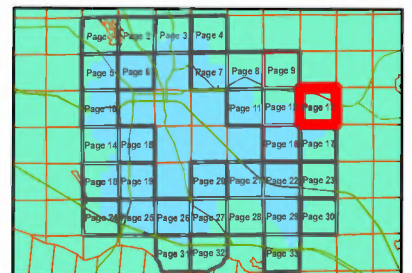


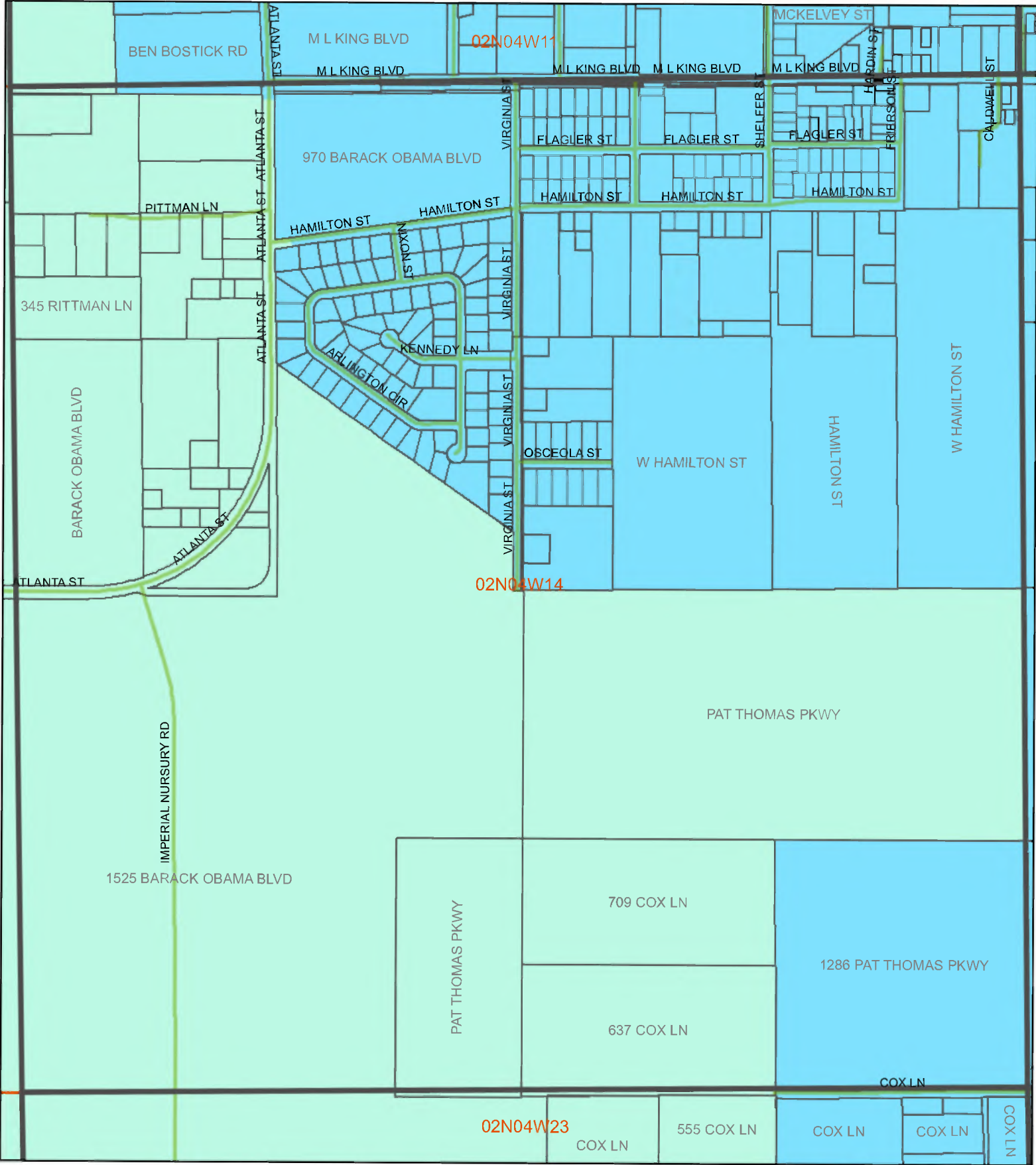
Talquin Electric - City of Quincy
Territorial Boundary Map
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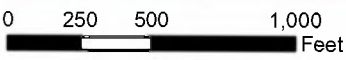


- City of Quincy Service Territory - 2025 Agreement
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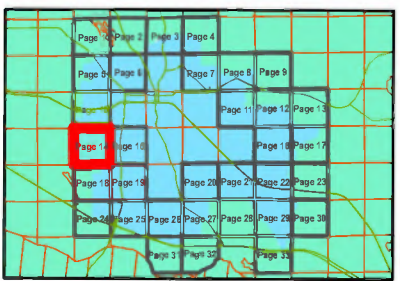




Talquin Electric - City of Quincy
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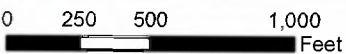


- City of Quincy Service Territory - 2025 Agreement
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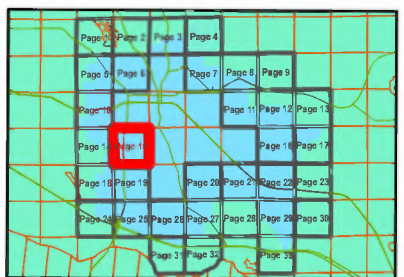


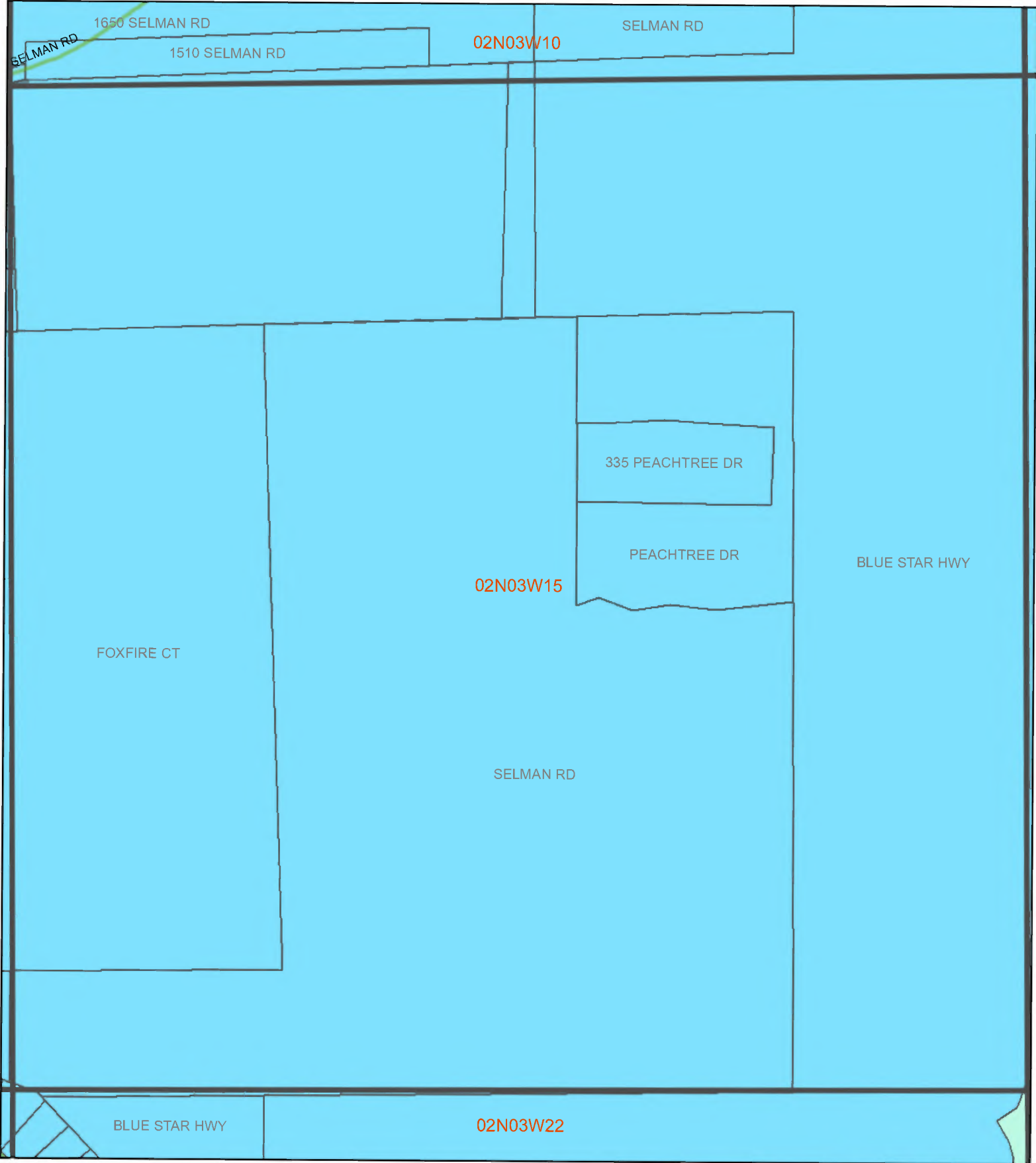


Talquin Electric - City of Quincy
Territorial Boundary Map
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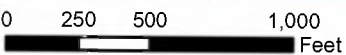


- City of Quincy Service Territory - 2025 Agreement
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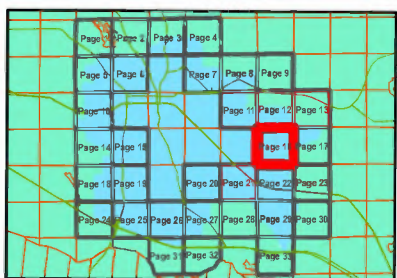


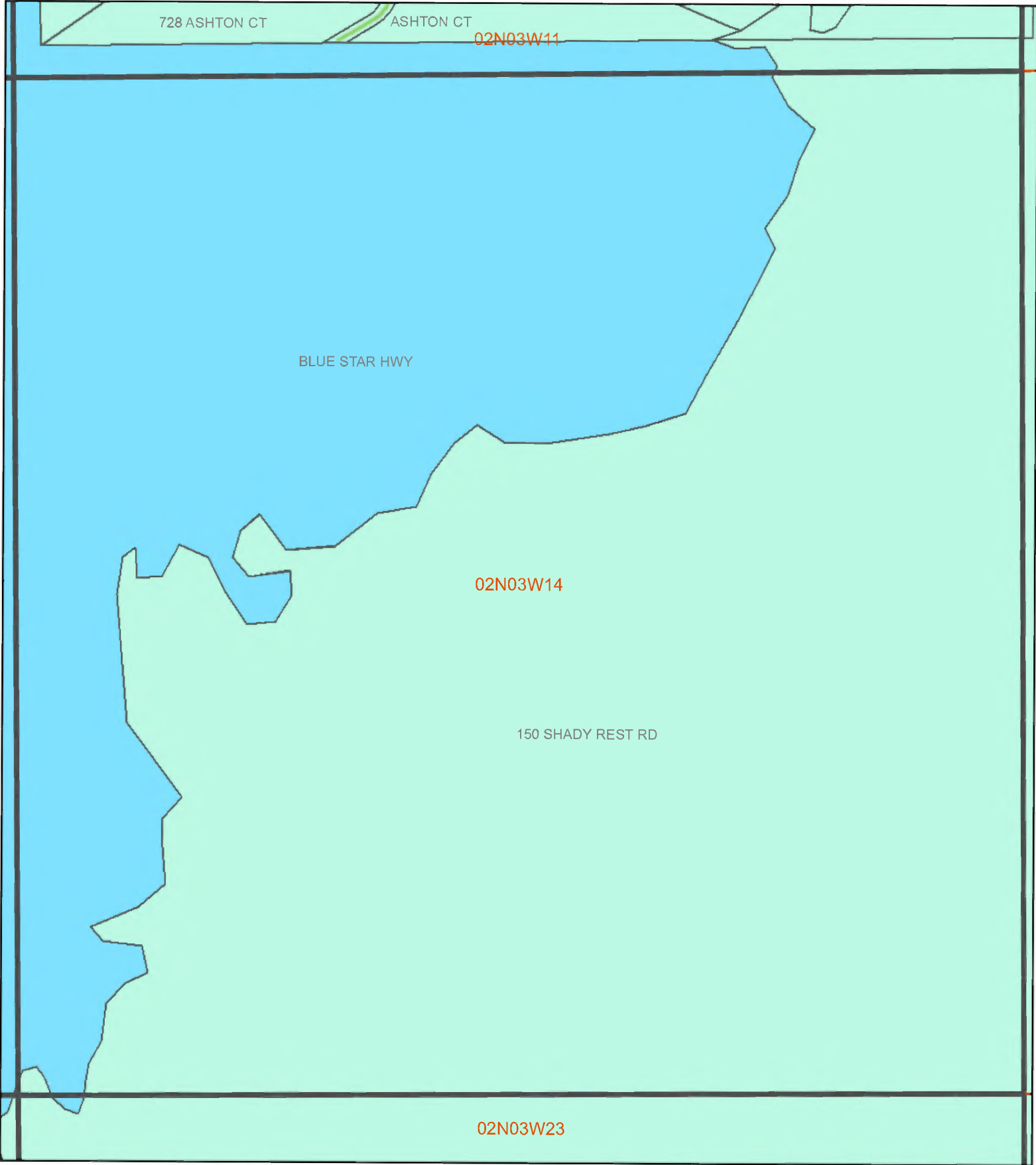


Talquin Electric - City of Quincy
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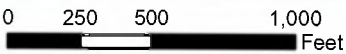


- City of Quincy Service Territory - 2025 Agreement
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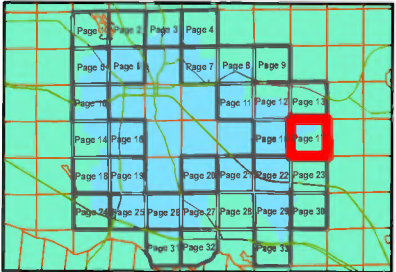


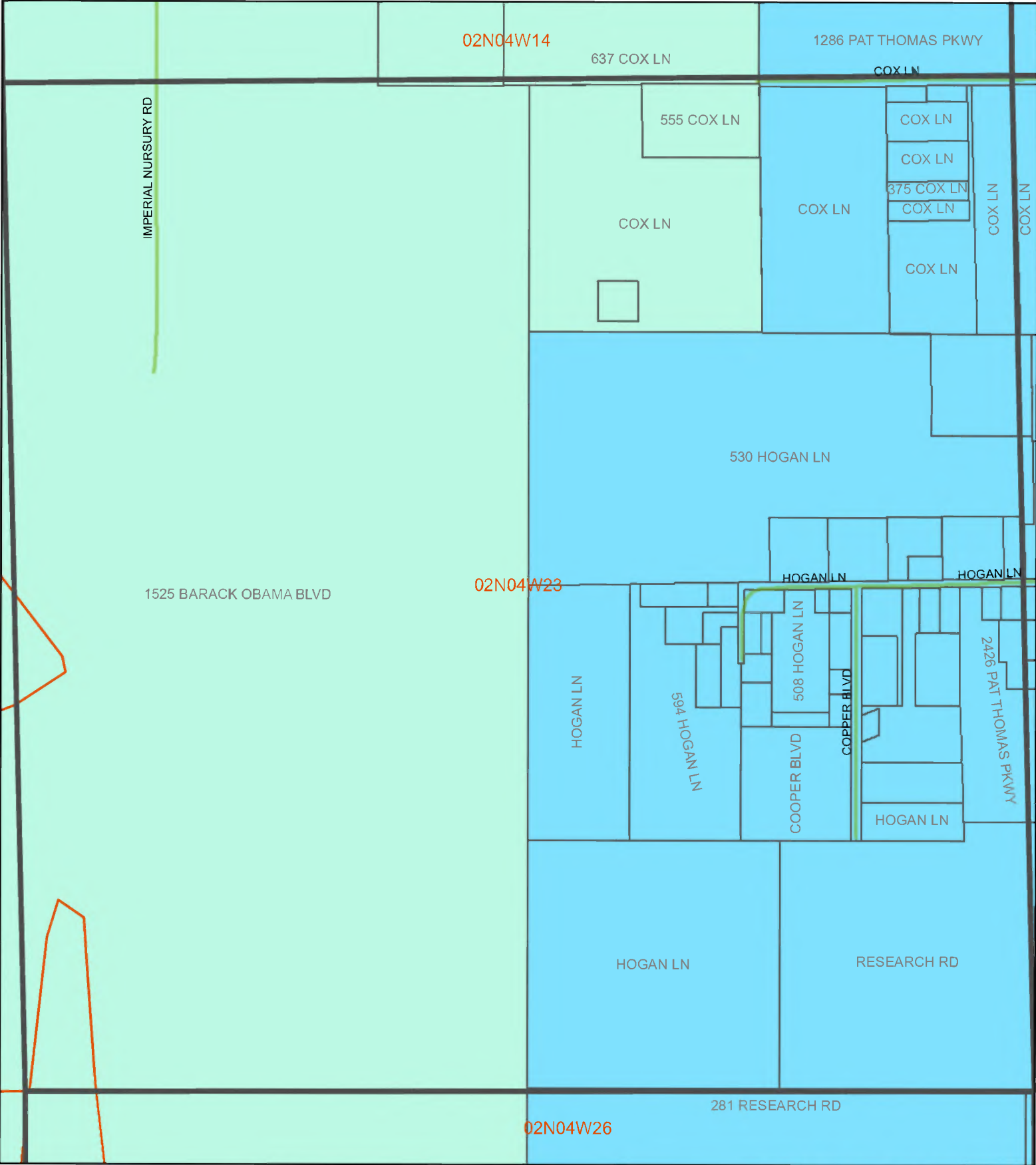


Talquin Electric - City of Quincy
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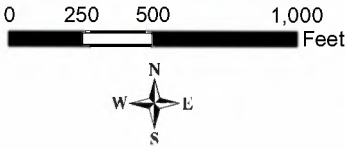


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|  Road |  Map Page |

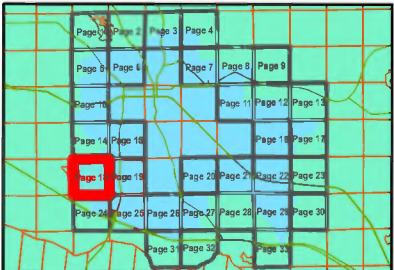


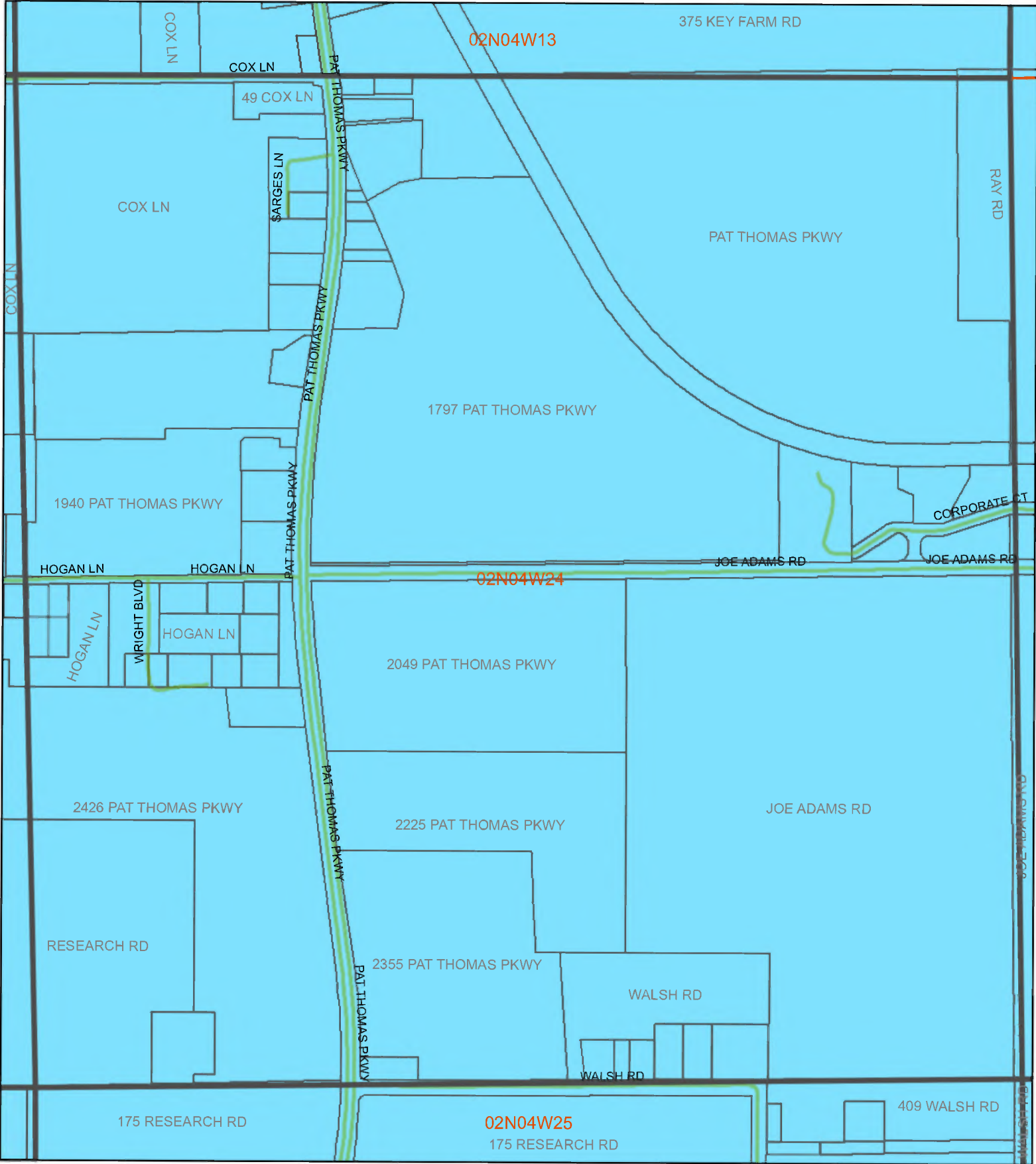


Talquin Electric - City of Quincy
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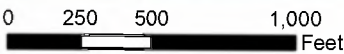


- City of Quincy Service Territory - 2025 Agreement
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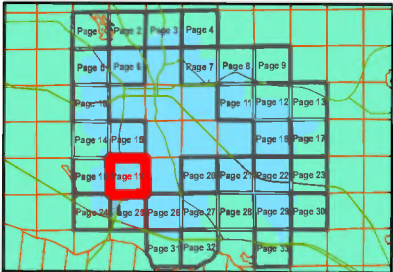




Talquin Electric - City of Quincy
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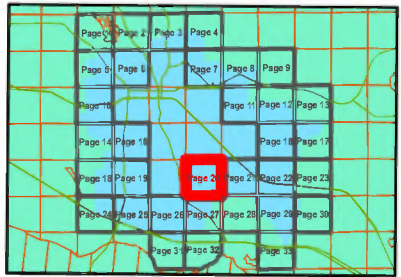
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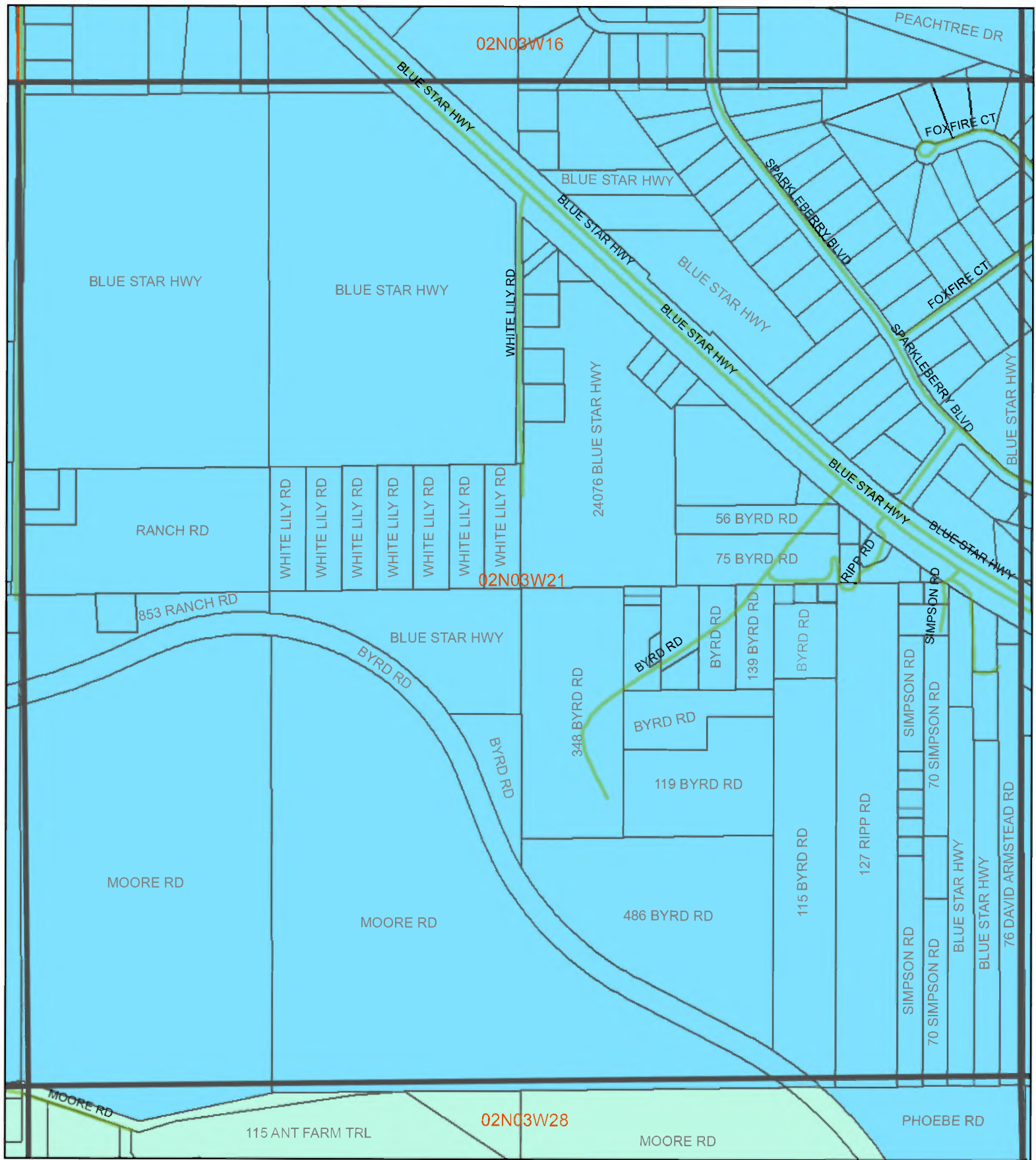




**Talquin Electric - City of Quincy
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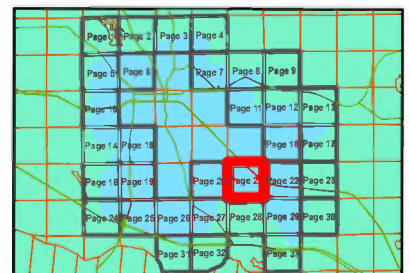


Talquin Electric - City of Quincy
Territorial Boundary Map
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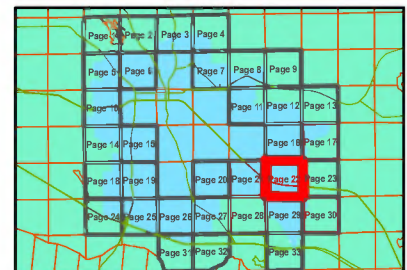
- City of Quincy Service Territory - 2025 Agreement
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- City of Quincy Service Territory - 2025 Agreement
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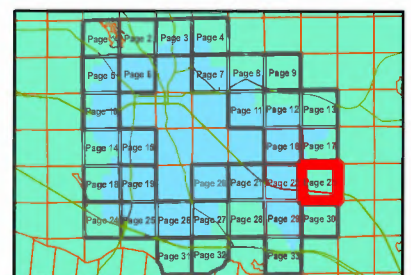


Talquin Electric - City of Quincy
Territorial Boundary Map
2025 Agreement
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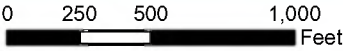


- City of Quincy Service Territory - 2025 Agreement
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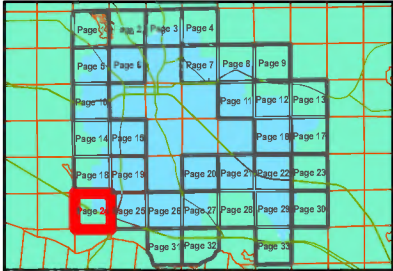


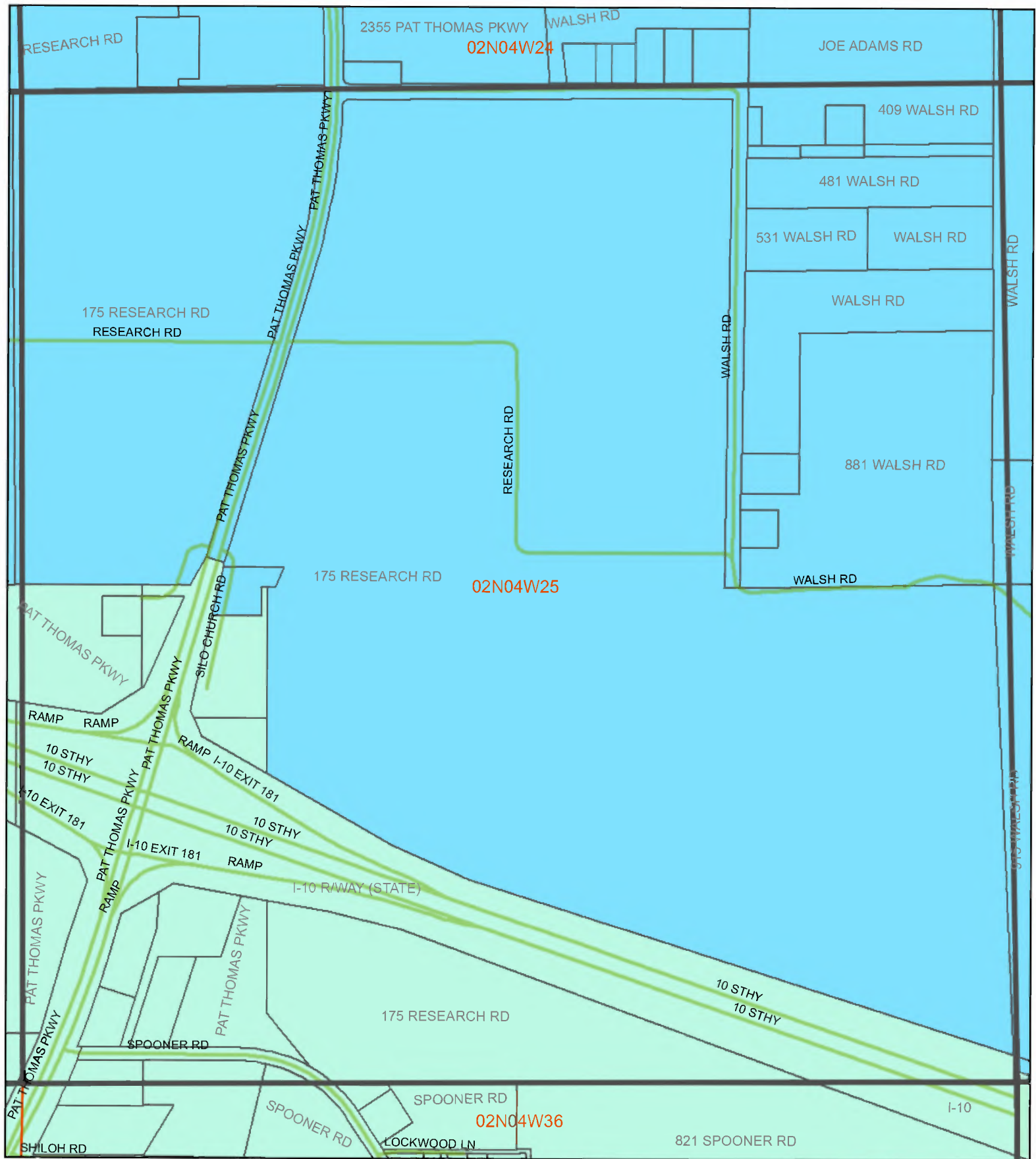


Talquin Electric - City of Quincy
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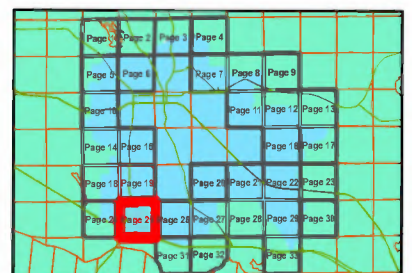


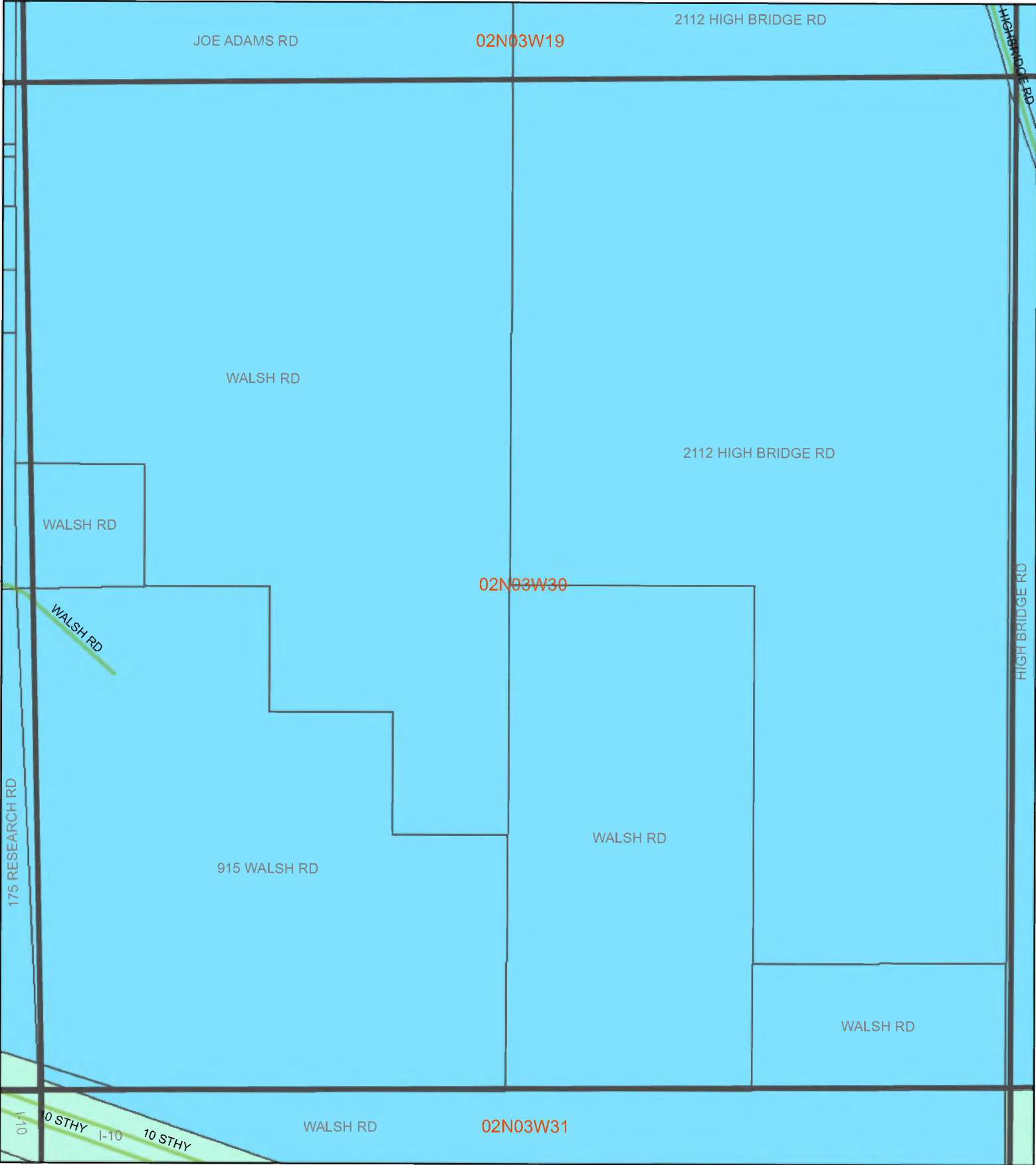
Talquin Electric - City of Quincy
Territorial Boundary Map
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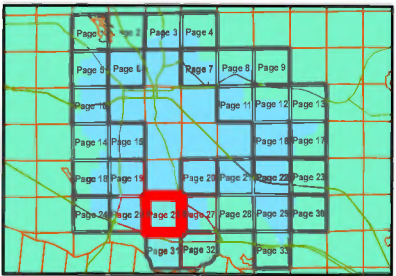
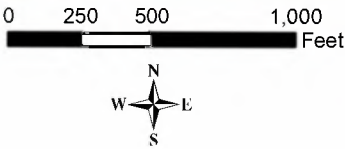
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Talquin Electric - City of Quincy
Territorial Boundary Map
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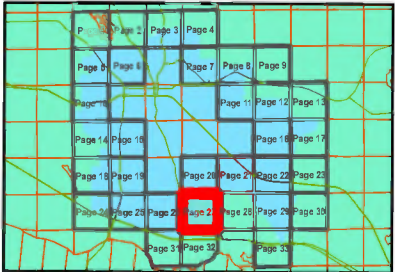
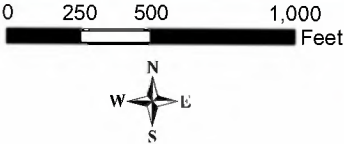
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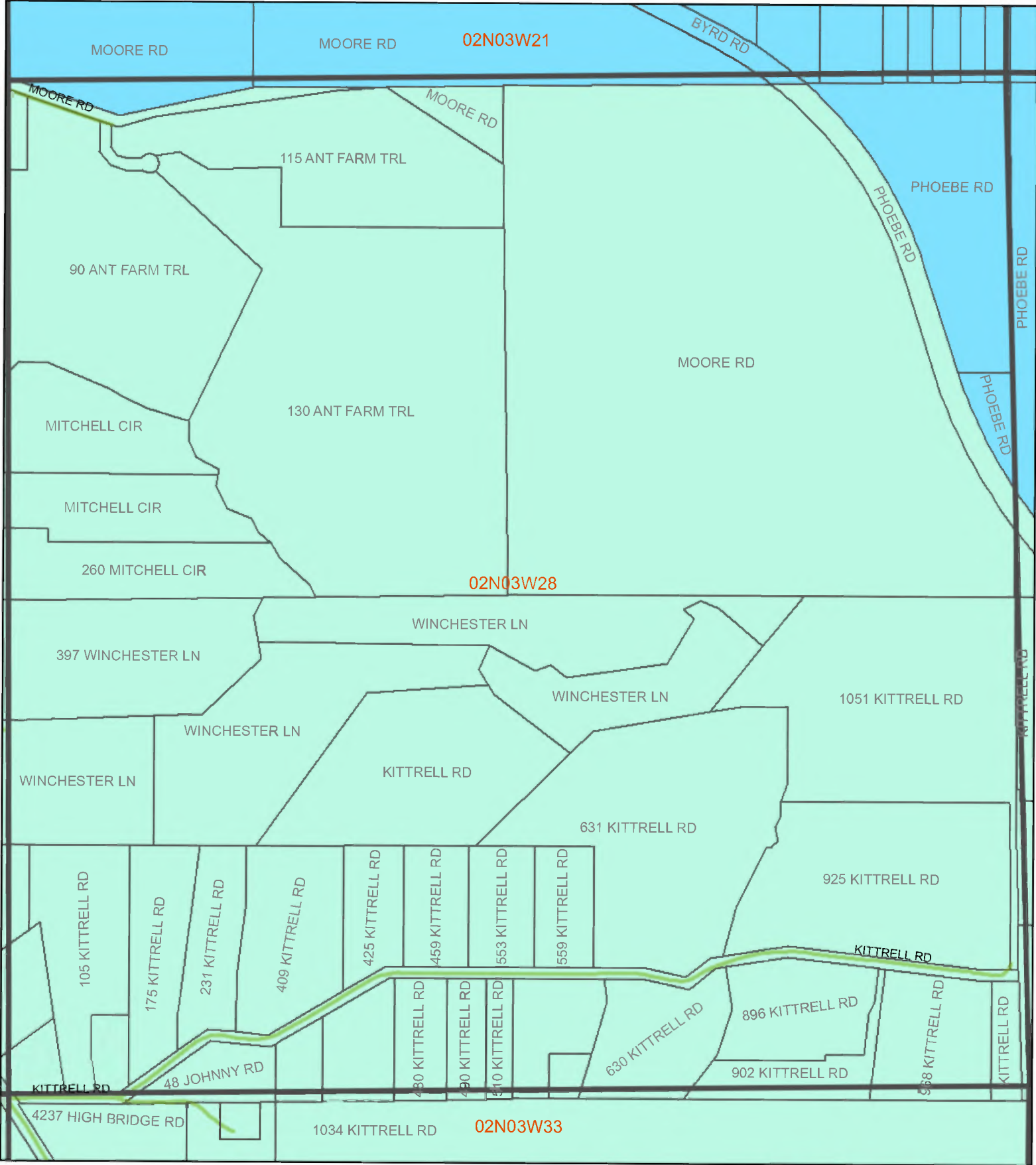




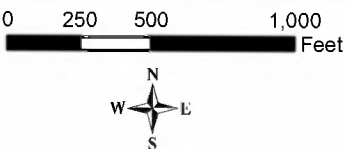
Talquin Electric - City of Quincy
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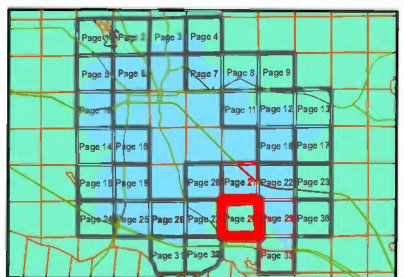


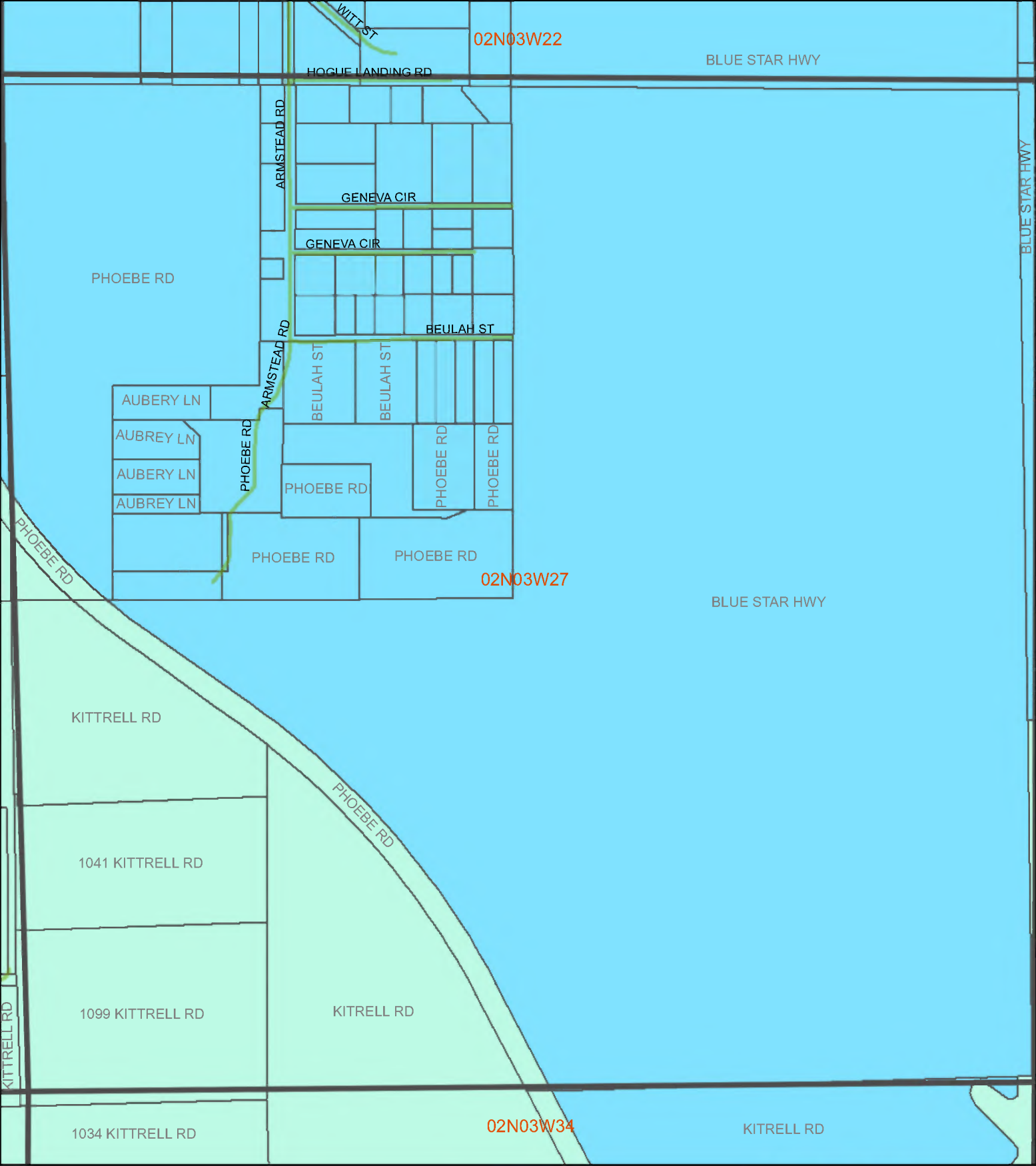


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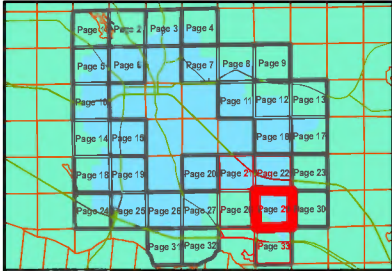


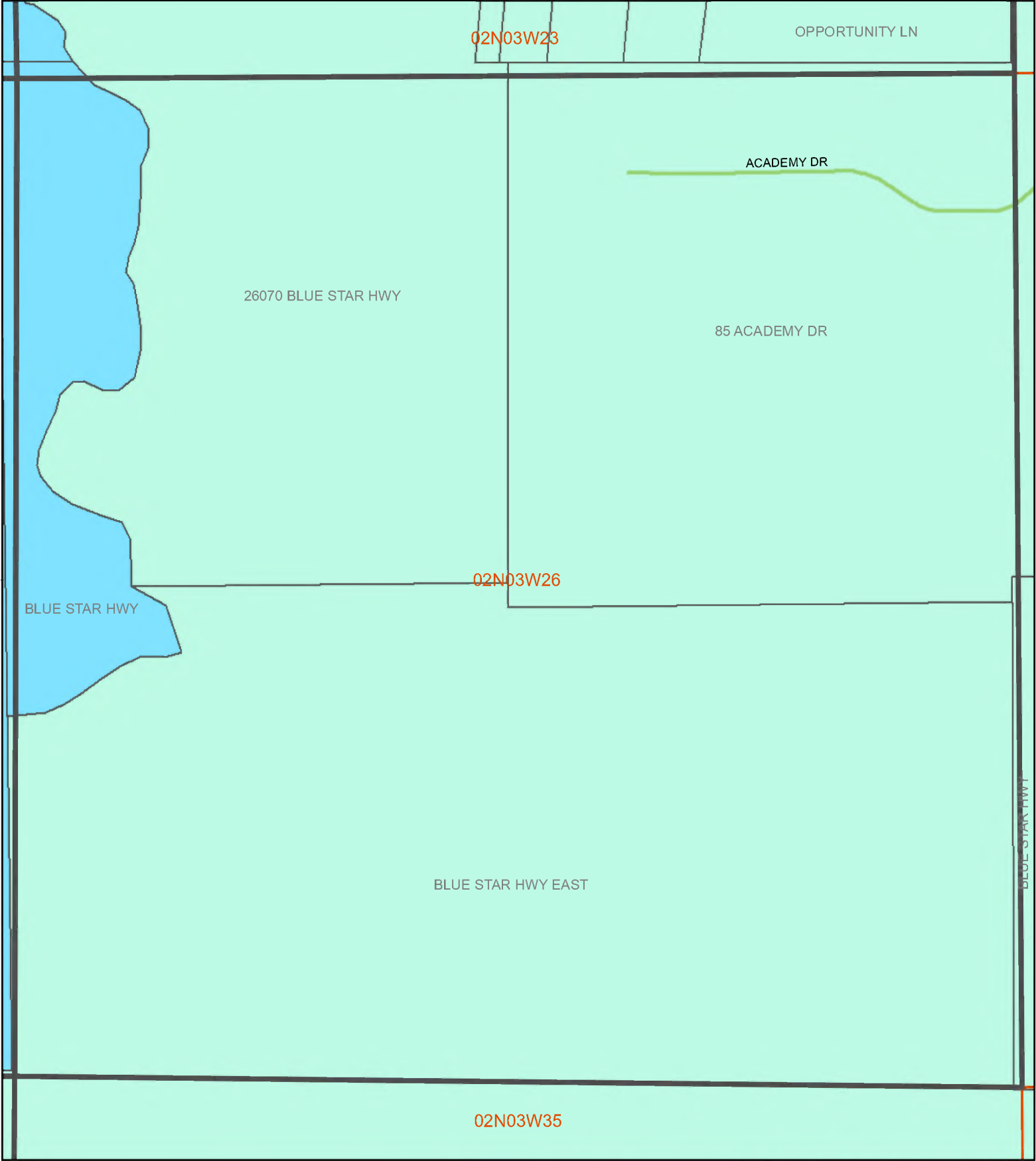
**Talquin Electric - City of Quincy
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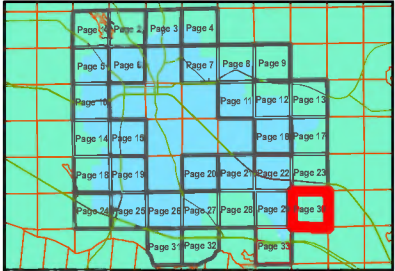
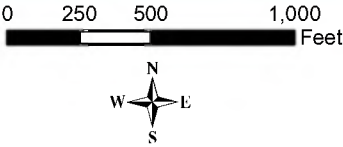
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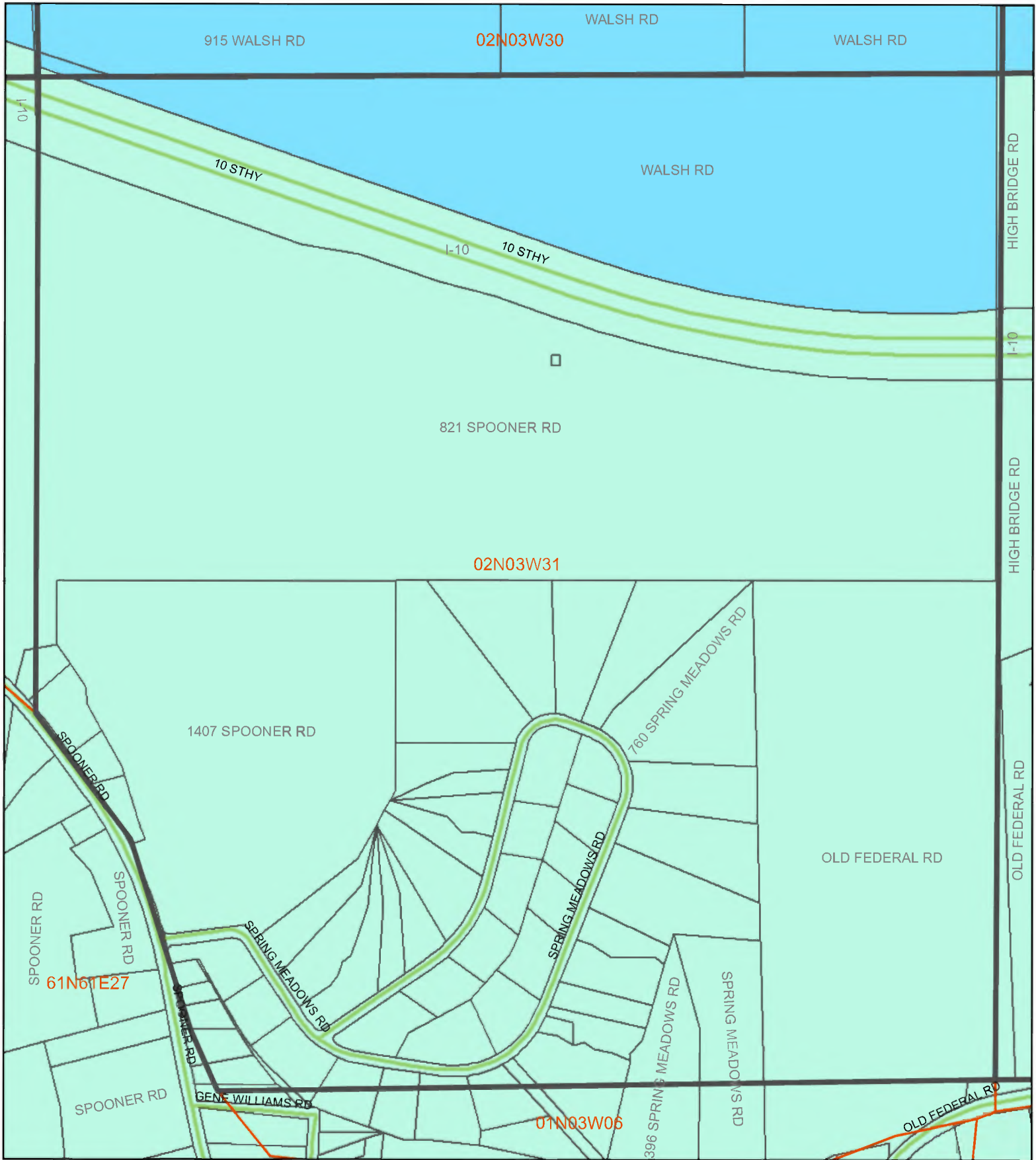




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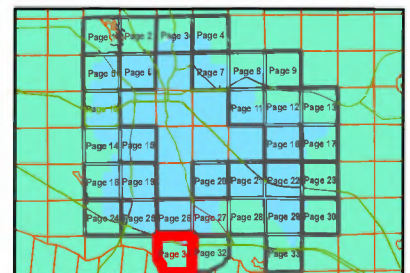


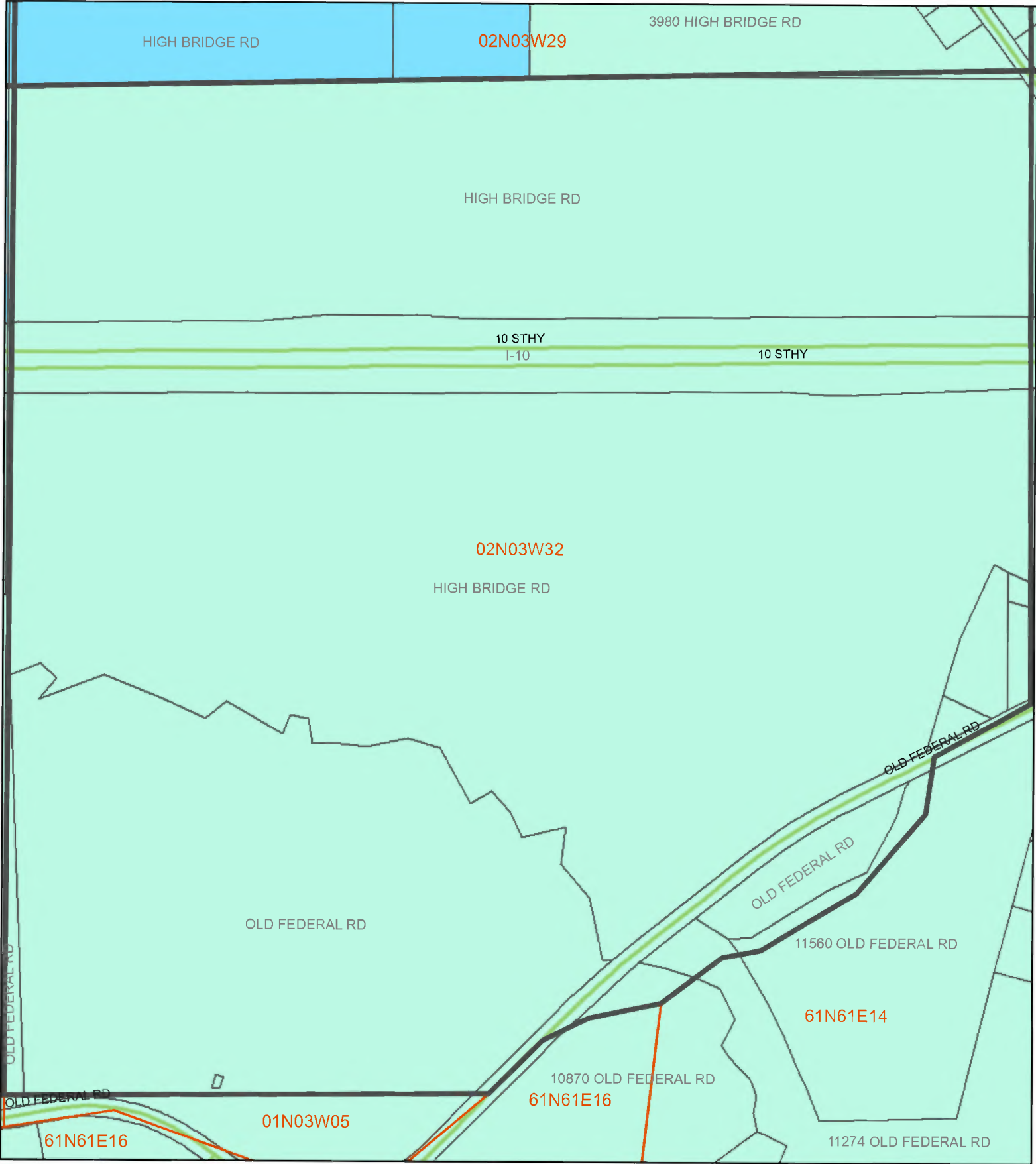
Talquin Electric - City of Quincy
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0 250 500 1,000 Feet



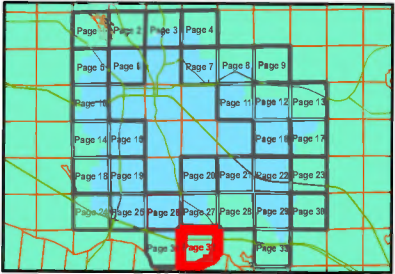
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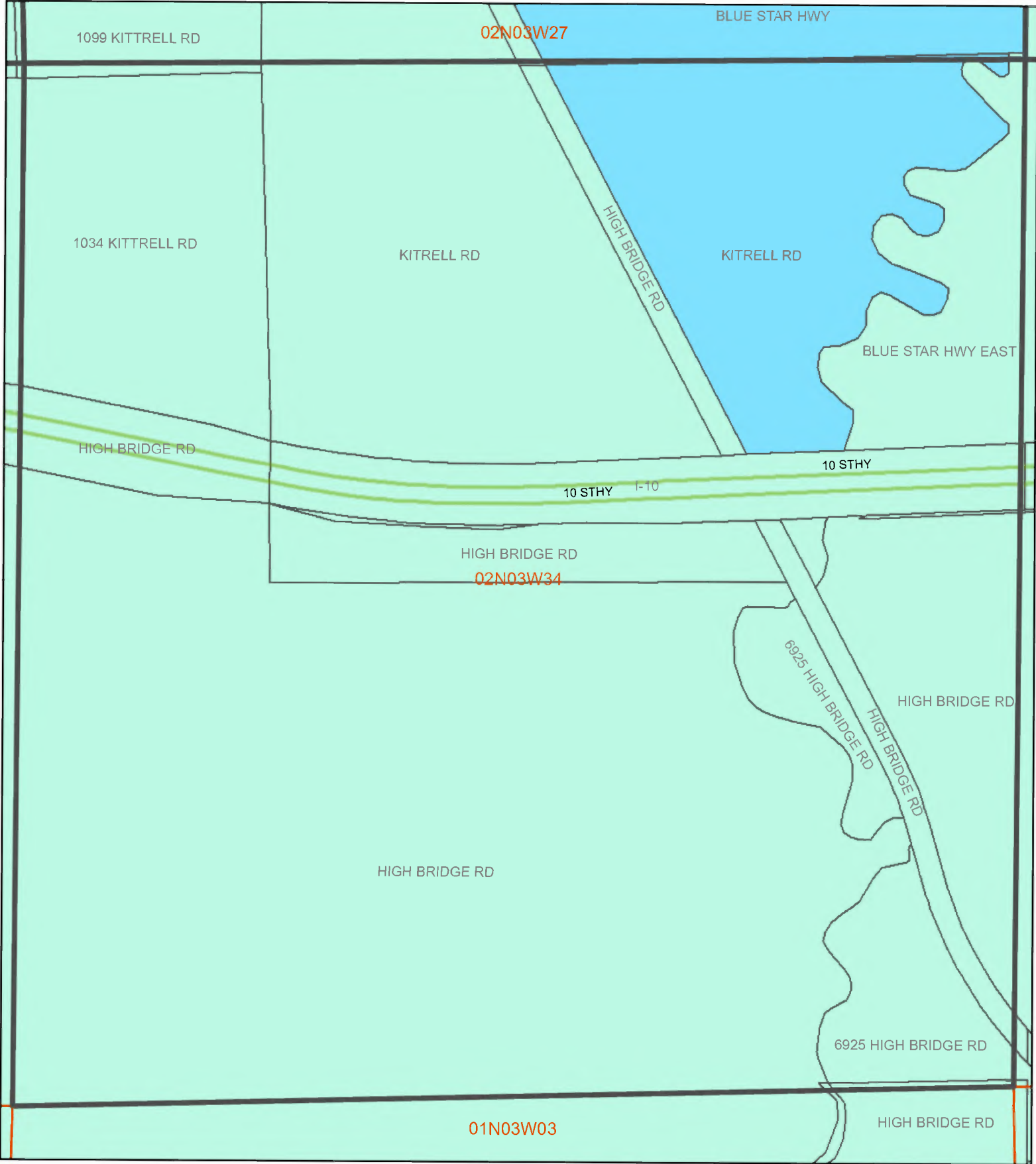




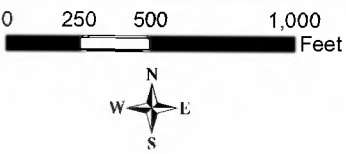
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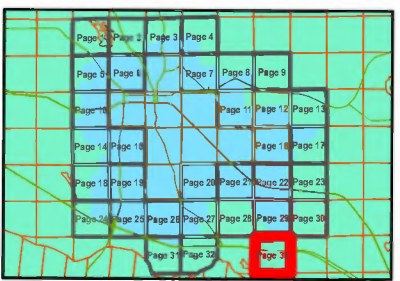


EXHIBIT A-2
BOUNDARY LINE WRITTEN DESCRIPTION

Approved By:

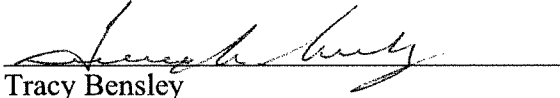
Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.



Richard Ash
Utilities Director, City of Quincy, Florida

EXHIBIT A-2
BOUNDARY LINE WRITTEN DESCRIPTION

Approved By:

A handwritten signature in cursive script, appearing to read "Tracy Bensley", is written over a horizontal line.

Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
Utilities Director, City of Quincy, Florida

BOUNDARY LINE WRITTEN DESCRIPTION

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
1	03N	04W	35	Entire Section Cooperative Territorial Area except for Parcel No. 2-35-3N-4W-0000-00434-0700 & Parcel No. 3-02-2N-4W-0000-00121-0300
2	03N	04W	36	Entire Section Cooperative Territorial Area except for Parcel No. 2-36-3N-4W-0000-00444-0100, Parcel No. 2-36-3N-4W-0000-00444-0500, Parcel No. 3-06-2N-3W-0000-00120-0100.
3	03N	03W	31	Entire Section Cooperative Territorial Area except for Parcel No. 2-36-3N-4W-0000-00444-0500, Parcel No. 3-06-2N-3W-0000-00120-0100, Parcel No. 2-31-3N-3W-0000-00313-0000 Parcel No. 2-31-3N-3W-0000-00311-2000, Parcel No. 2-31-3N-3W-0000-00314-0100, Parcel No. 2-31-3N-3W-0000-00341-0300 Parcel No. 2-31-3N-3W-0000-00341-0200, Parcel No. 2-31-3N-3W-0000-00341-0400, Parcel No. 2-31-3N-3W-0000-00344-0200 Parcel No. 2-31-3N-3W-0000-00344-0100, Parcel No. 2-31-3N-3W-0000-00421-0100, Parcel No. 2-31-3N-3W-0000-00422-0100 Parcel No. 2-31-3N-3W-0000-00422-0200, Parcel No. 2-31-3N-3W-0000-00423-0100, Parcel No. 2-31-3N-3W-0000-00423-0200 Parcel No. 2-31-3N-3W-0380-0000A-0030, Parcel No. 2-31-3N-3W-0380-0000A-0020, Parcel No. 2-31-3N-3W-0380-0000A-0010 Parcel No. 2-31-3N-3W-0380-0000B-0010, Parcel No. 2-31-3N-3W-0380-0000B-0020, Parcel No. 2-31-3N-3W-0380-0000C-0010 Parcel No. 2-31-3N-3W-0380-0000C-0020, Parcel No. 2-31-3N-3W-0380-0000D-0010, Parcel No. 2-31-3N-3W-0000-00432-0300 Parcel No. 2-31-3N-3W-0000-00432-0200, Parcel No. 2-31-3N-3W-0000-00432-0500, Parcel No. 2-31-3N-3W-0000-00432-0400, Parcel No. 2-31-3N-3W-0000-00434-0000, Parcel No. 2-31-3N-3W-0000-00444-0100
4	03N	03W	32	Entire Section Cooperative Territorial Area except for Parcel No. 2-31-3N-3W-0000-00444-0100.
5	02N	04W	2	Entire Section Quincy Territorial Area except for Parcel No. 3-02-2N-4W-0000-00220-0000, Parcel No. 3-02-2N-4W-0000-00210-0200, Parcel No. 3-02-2N-4W-0000-00121-0200, Parcel No. 3-02-2N-4W-0000-00122-0100, Parcel No. 3-02-2N-4W-0000-00212-0100, Parcel No. 3-02-2N-4W-0000-00233-0600, Parcel No. 3-02-2N-4W-0000-00223-0300, Parcel No. 3-10-2N-4W-0000-00211-0000, Parcel No. 3-11-2N-4W-0000-00220-0000.
6	02N	04W	1	Entire Section Quincy Territorial Area except for Parcel No. 2-35-3N-4W-0000-00140-0000, Parcel No. 2-36-3N-4W-0000-00230-0000, Parcel No. 2-36-3N-4W-0000-00343-0100, Parcel No. 2-36-3N-4W-0000-00433-0100, Parcel No. 2-36-3N-4W-0000-00434-0400, Parcel No. 2-36-3N-4W-0000-00434-1300, Parcel No. 2-36-3N-4W-0000-00434-1500, Parcel No. 2-36-3N-4W-0000-00434-0100, Parcel No. 2-36-3N-4W-0000-00443-0300, Parcel No. 2-36-3N-4W-0000-00443-0100.
	02N	03W	6	Entire Section Quincy Territorial Area.
7	02N	03W	5	Entire Section Quincy Territorial Area except for Parcel No. 3-04-2N-3W-0000-00220-0000 & Parcel No. 2-32-3N-3W-0000-00400-0000.

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
8	02N	03W	4	Entire Section Quincy Territorial Area except for Parcel No. 2-32-3N-3W-0000-00400-0000, Parcel No. 2-33-3N-3W-0000-00210-0100, Parcel No. 2-33-3N-3W-0000-00410-0100, Parcel No. 3-04-2N-3W-0000-00120-0000, Parcel No. 3-04-2N-3W-0000-00220-0000, Parcel No. 3-04-2N-3W-0000-00220-1000, Parcel No. 3-04-2N-3W-0000-00220-0900, Parcel No. 3-04-2N-3W-0000-00220-0800, Parcel No. 3-04-2N-3W-0000-00220-0600, Parcel No. 3-04-2N-3W-0000-00220-0500, Parcel No. 3-04-2N-3W-0000-00220-0400, Parcel No. 3-04-2N-3W-0000-00220-0300, Parcel No. 3-04-2N-3W-0000-00220-0200, Parcel No. 3-04-2N-3W-0000-00220-0100, Parcel No. 3-04-2N-3W-0000-00312-0500, Parcel No. 3-04-2N-3W-0000-00312-0200, Parcel No. 3-04-2N-3W-0000-00312-0300, Parcel No. 3-04-2N-3W-0000-00312-0400, Parcel No. 3-04-2N-3W-0000-00312-0600, Parcel No. 3-04-2N-3W-0000-00312-0700, Parcel No. 3-04-2N-3W-0000-00312-0800, Parcel No. 3-04-2N-3W-0000-00311-1000, Parcel No. 3-04-2N-3W-0000-00311-0900, Parcel No. 3-04-2N-3W-0000-00311-1300, Parcel No. 3-04-2N-3W-0000-00322-0900, Parcel No. 3-04-2N-3W-0000-00233-0100, Parcel No. 3-04-2N-3W-0000-00234-0200, Parcel No. 3-04-2N-3W-0000-00234-0100, Parcel No. 3-04-2N-3W-0000-00234-0500, Parcel No. 3-04-2N-3W-0000-00233-0200, Parcel No. 3-04-2N-3W-0000-00322-0800, Parcel No. 3-04-2N-3W-0000-00322-0600, Parcel No. 3-04-2N-3W-0000-00234-0700, Parcel No. 3-04-2N-3W-0000-00234-0300, Parcel No. 3-04-2N-3W-0000-00234-0400, Parcel No. 3-04-2N-3W-0000-00321-0500, Parcel No. 3-04-2N-3W-0000-00321-0600, Parcel No. 3-04-2N-3W-0000-00322-0500, Parcel No. 3-04-2N-3W-0000-00322-1000, Parcel No. 3-04-2N-3W-0000-00322-1100, Parcel No. 3-04-2N-3W-0000-00322-0700, Parcel No. 3-04-2N-3W-0000-00322-0900, Parcel No. 3-04-2N-3W-0000-00322-0300, Parcel No. 3-04-2N-3W-0000-00321-0200, Parcel No. 3-04-2N-3W-0000-00321-0300, Parcel No. 3-04-2N-3W-0000-00141-0200, Parcel No. 3-04-2N-3W-0000-00141-0300, Parcel No. 3-04-2N-3W-0000-00141-0100, Parcel No. 3-04-2N-3W-0611-0000A-0010, Parcel No. 3-04-2N-3W-0611-0000A-0020, Parcel No. 3-04-2N-3W-0611-0000A-0030, Parcel No. 3-04-2N-3W-0611-0000A-0040, Parcel No. 3-04-2N-3W-0611-0000A-0050, Parcel No. 3-04-2N-3W-0611-0000A-0060, Parcel No. 3-04-2N-3W-0611-0000A-0070, Parcel No. 3-04-2N-3W-0611-0000A-0080, Parcel No. 3-04-2N-3W-0611-0000A-0090, Parcel No. 3-04-2N-3W-0611-0000A-0100, Parcel No. 3-04-2N-3W-0611-0000A-0110, Parcel No. 3-04-2N-3W-0611-0000A-0120.
9	02N	03W	3	Entire Section Cooperative Territorial Area except for Parcel No. 3-04-2N-3W-0000-00144-0500 & Parcel No. 3-04-2N-3W-0000-00441-0600.
10	02N	04W	11	Entire Section Quincy Territorial Area except for Parcel No. Parcel No. 3-10-2N-4W-0000-00211-0000, Parcel No. 3-10-2N-4W-0000-00212-3400, Parcel No. 3-11-2N-4W-0000-00220-0000, Parcel No. 3-10-2N-4W-0000-00212-2000, Parcel No. 3-10-2N-4W-0000-00212-1500, Parcel No. 3-11-2N-4W-0000-00321-0700, Parcel No. 3-11-2N-4W-0000-00321-0400, Parcel No. 3-11-2N-4W-0000-00321-0500, Parcel No. 3-10-2N-4W-0000-00144-0100, Parcel No. 3-10-2N-4W-0000-00144-0200, Parcel No. 3-11-2N-4W-0000-00322-0100, Parcel No. 3-11-2N-4W-0000-00321-0300, Parcel No. 3-11-2N-4W-0000-00324-0200, Parcel No. 3-11-2N-4W-0000-00324-0100, Parcel No. 3-11-2N-4W-0000-00323-0100, Parcel No. 3-11-2N-4W-0000-00323-0200, Parcel No. 3-10-2N-4W-0000-00441-0100, Parcel No. 3-10-2N-4W-0000-00441-0119, Parcel No. 3-10-2N-4W-0000-00441-0120, Parcel No. 3-10-2N-4W-0000-00441-0121, Parcel No. 3-10-2N-4W-0000-00441-0122, Parcel No. 3-10-2N-4W-0000-00441-0123, Parcel No. 3-10-2N-4W-0000-00441-0124, & Parcel No. -10-2N-4W-0000-00441-0125.
	02N	04W	12	Entire Section Quincy Territorial Area.
	02N	03W	7	Entire Section Quincy Territorial Area.
	02N	03W	8	Entire Section Quincy Territorial Area.

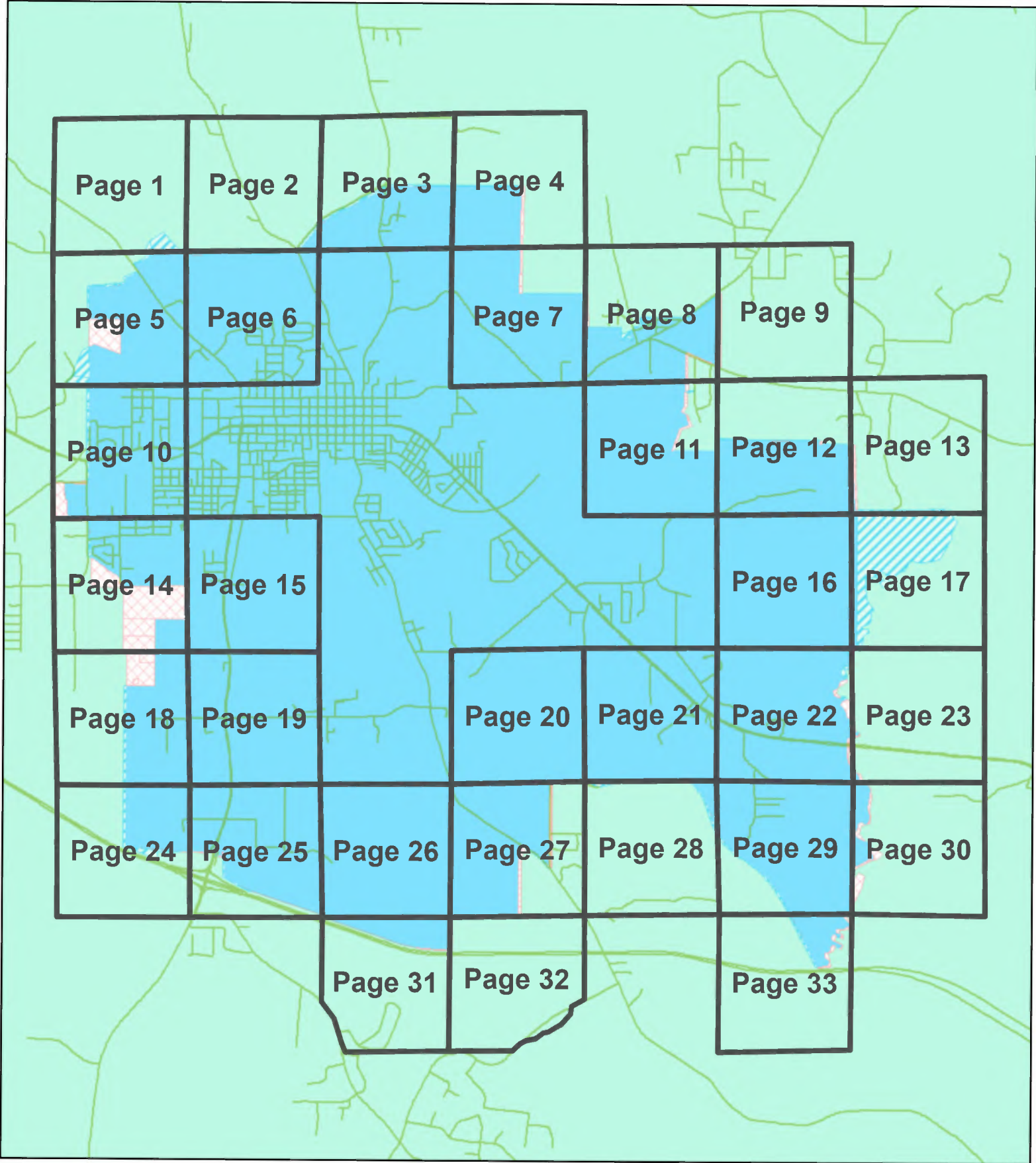
Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
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12	02N	03W	10	Entire Section Cooperative Territorial Area except for Parcel No. 3-10-2N-3W-0000-00310-0000, Parcel No. 3-10-2N-3W-0000-00311-0100, Parcel No. 3-10-2N-3W-0000-00422-0100, Parcel No. 3-22-2N-3W-0000-00410-0000, Parcel No. 3-10-2N-3W-0000-00424-0100, Parcel No. 3-10-2N-3W-0000-00334-0100, Parcel No. 3-10-2N-3W-0000-00330-0000, Parcel No. 3-10-2N-3W-0000-00330-0100, Parcel No. 3-10-2N-3W-0000-00433-0000, & Parcel No. 3-16-2N-3W-0000-00140-0100.
13	02N	03W	11	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000.
14	02N	04W	14	Entire Section Quincy Territorial Area except for Parcel No. 3-14-2N-4W-0000-00222-0100, Parcel No. 3-14-2N-4W-0000-00222-0200, Parcel No. 3-14-2N-4W-0000-00221-0200, Parcel No. 3-14-2N-4W-0000-00221-0100, Parcel No. 3-14-2N-4W-0000-00223-0100, Parcel No. 3-14-2N-4W-0000-00223-0200, Parcel No. 3-14-2N-4W-0000-00223-0300, Parcel No. 3-14-2N-4W-0000-00223-0400, Parcel No. 3-14-2N-4W-0000-00223-0500, Parcel No. 3-14-2N-4W-0000-00223-0600, Parcel No. 3-14-2N-4W-0000-00224-0100, Parcel No. 3-14-2N-4W-0000-00224-0200, Parcel No. 3-14-2N-4W-0000-00224-0300, Parcel No. 3-14-2N-4W-0000-00224-0400, Parcel No. 3-14-2N-4W-0000-00224-0500, Parcel No. 3-14-2N-4W-0000-00224-0600, Parcel No. 3-14-2N-4W-0000-00224-0700, Parcel No. 3-14-2N-4W-0000-00224-0800, Parcel No. 3-14-2N-4W-0000-00224-0900, Parcel No. 3-14-2N-4W-0000-00230-0000, Parcel No. 3-14-2N-4W-0000-00231-0100, Parcel No. 3-14-2N-4W-0000-00231-0200, Parcel No. 3-14-2N-4W-0000-00231-3000, Parcel No. 3-14-2N-4W-0000-00234-0100, Parcel No. 3-14-2N-4W-0000-00234-0300, Parcel No. 3-14-2N-4W-0000-00234-0500, Parcel No. 3-14-2N-4W-0000-00234-0600, Parcel No. 3-14-2N-4W-0000-00234-0700, Parcel No. 3-14-2N-4W-0000-00234-0800, Parcel No. 3-14-2N-4W-0000-00234-0900, Parcel No. 3-14-2N-4W-0000-00234-1000, Parcel No. 3-14-2N-4W-0000-00234-1100, Parcel No. 3-14-2N-4W-0000-00234-1200, Parcel No. 3-14-2N-4W-0000-00234-1300, Parcel No. 3-14-2N-4W-0000-00230-0100, Parcel No. 3-14-2N-4W-0000-00232-0000, Parcel No. 3-14-2N-4W-0000-00432-0000, & Parcel No. 3-14-2N-4W-0000-00433-0000.
15	02N	04W	13	Entire Section Quincy Territorial Area.
	02N	03W	18	Entire Section Quincy Territorial Area.
	02N	03W	17	Entire Section Quincy Territorial Area.
	02N	03W	16	Entire Section Quincy Territorial Area.
16	02N	03W	15	Entire Section Quincy Territorial Area.
17	02N	03W	14	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000.

Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
18	02N	04W	23	Entire Section Quincy Territorial Area except for Parcel No. 3-14-2N-4W-0000-00230-0100, Parcel No. 3-14-2N-4W-0000-00232-0000, Parcel No. 3-23-2N-4W-0000-00120-0500, Parcel No. 3-23-2N-4W-0000-00120-0000, Parcel No. 3-23-2N-4W-0000-00120-3400, Parcel No. 3-14-2N-4W-0000-00433-0000.
19	02N	04W	24	Entire Section Quincy Territorial Area.
	02N	03W	19	Entire Section Quincy Territorial Area.
20	02N	03W	20	Entire Section Quincy Territorial Area.
21	02N	03W	21	Entire Section Quincy Territorial Area.
22	02N	03W	22	Entire Section Quincy Territorial Area except for Parcel No. 3-22-2N-3W-0000-00420-0000 & Parcel No. 3-23-2N-3W-0000-00341-0300
23	02N	03W	23	Entire Section Cooperative Territorial Area except for Parcel No. 3-22-2N-3W-0000-00410-0000, Parcel No. 3-23-2N-3W-0000-00330-0000, Parcel No. 3-26-2N-3W-0000-00200-0000
24	02N	04W	26	Entire Section Cooperative Territorial Area except for Parcel No. 3-26-2N-4W-0000-00100-0000 & Parcel No. 3-25-2N-4W-0000-00400-0000.
25	02N	04W	25	Entire Section Cooperative Territorial Area except for Parcel No. 3-25-2N-4W-0000-00400-0000 North of Interstate 10, Parcel No. 3-25-2N-4W-0000-00321-0100, Parcel No. 3-25-2N-4W-0000-00112-0100, Parcel No. 3-25-2N-4W-0000-00112-0200, Parcel No. 3-25-2N-4W-0000-00112-0300, Parcel No. 3-25-2N-4W-0000-00112-0400, Parcel No. 3-25-2N-4W-0000-00112-0500, Parcel No. 3-25-2N-4W-0000-00112-0600, Parcel No. 3-25-2N-4W-0000-00111-0100, Parcel No. 3-30-2N-3W-0000-00210-0000, Parcel No. 3-25-2N-4W-0000-00113-0100, Parcel No. 3-25-2N-4W-0000-00113-0200, Parcel No. 3-25-2N-4W-0000-00113-0300, Parcel No. 3-25-2N-4W-0000-00141-0100, Parcel No. 3-25-2N-4W-0000-00143-0600, Parcel No. 3-25-2N-4W-0000-00143-0100, Parcel No. 3-30-2N-3W-0000-00420-0000, Parcel No. 3-30-2N-3W-0000-00320-0000, & Parcel No. 3-30-2N-3W-0000-00333-0100.
26	02N	03W	30	Entire Section Quincy Territorial Area except for Parcel No. 3-30-2N-3W-0000-00320-0100.
27	02N	03W	29	Entire Section Cooperative Territorial Area except for Parcel No. 3-29-2N-3W-0000-00210-0000, Parcel No. 3-29-2N-3W-0000-00224-0100, Parcel No. 3-19-2N-3W-0000-00441-0100, Parcel No. 3-29-2N-3W-9030-00000-0010, Parcel No. 3-29-2N-3W-9030-00000-0020, Parcel No. 3-29-2N-3W-9030-00000-0030, Parcel No. 3-29-2N-3W-9030-00000-0040, Parcel No. 3-29-2N-3W-9030-00000-0050, Parcel No. 3-29-2N-3W-0000-00230-0000
28	02N	03W	28	Entire Section Cooperative Territorial Area except for Parcel No. 3-21-2N-3W-0000-00330-0000, Parcel No. 3-21-2N-3W-0000-00340-0000, Parcel No. 3-21-2N-3W-0000-00322-0100, Parcel No. 3-21-2N-3W-0000-00413-0600, Parcel No. 3-21-2N-3W-0000-00412-0400, Parcel No. 3-21-2N-3W-0000-00441-0200, Parcel No. 3-21-2N-3W-0000-00411-0700, Parcel No. 3-21-2N-3W-0000-00411-0300, Parcel No. 3-21-2N-3W-0000-00411-0200, Parcel No. 3-21-2N-3W-0000-00415-0000, Parcel No. 3-28-2N-3W-0000-00111-0000, Parcel No. 3-28-2N-3W-0000-00141-0100.
29	02N	03W	27	Entire Section Quincy Territorial Area except for Parcel No. 3-28-2N-3W-0000-00112-0100, Parcel No. 3-27-2N-3W-0000-00323-0000, Parcel No. 3-27-2N-3W-0000-00323-0100, Parcel No. 3-27-2N-3W-0000-00334-0100, Parcel No. 3-34-2N-3W-0000-00200-0000, Parcel No. 3-27-2N-3W-0000-00233-0100, Parcel No. 3-26-2N-3W-0000-00400-0000, & the portion of Parcel No. 3-27-2N-3W-0000-00100-0000 south of Parcel No. 3-28-2N-3W-0000-00112-0100.

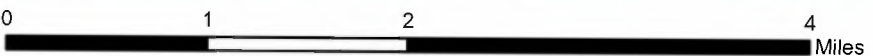
Exhibit A-1 Map Page	Township	Range	Section(s)	Description/Notes
30	02N	03W	26	Entire Section Cooperative Territorial Area except for Parcel No. 3-26-2N-3W-0000-00200-0000.
31	02N	03W	31	Entire Section Cooperative Territorial Area except for Parcel No. 3-31-2N-3W-0000-00110-0000.
32	02N	03W	32	Entire Section Cooperative Territorial Area.
	02N	03W	33	Entire Section Cooperative Territorial Area.
33	02N	03W	34	Entire Section Cooperative Territorial Area except for Parcel No. 3-34-2N-3W-0000-00130-0000.

EXHIBIT A-3

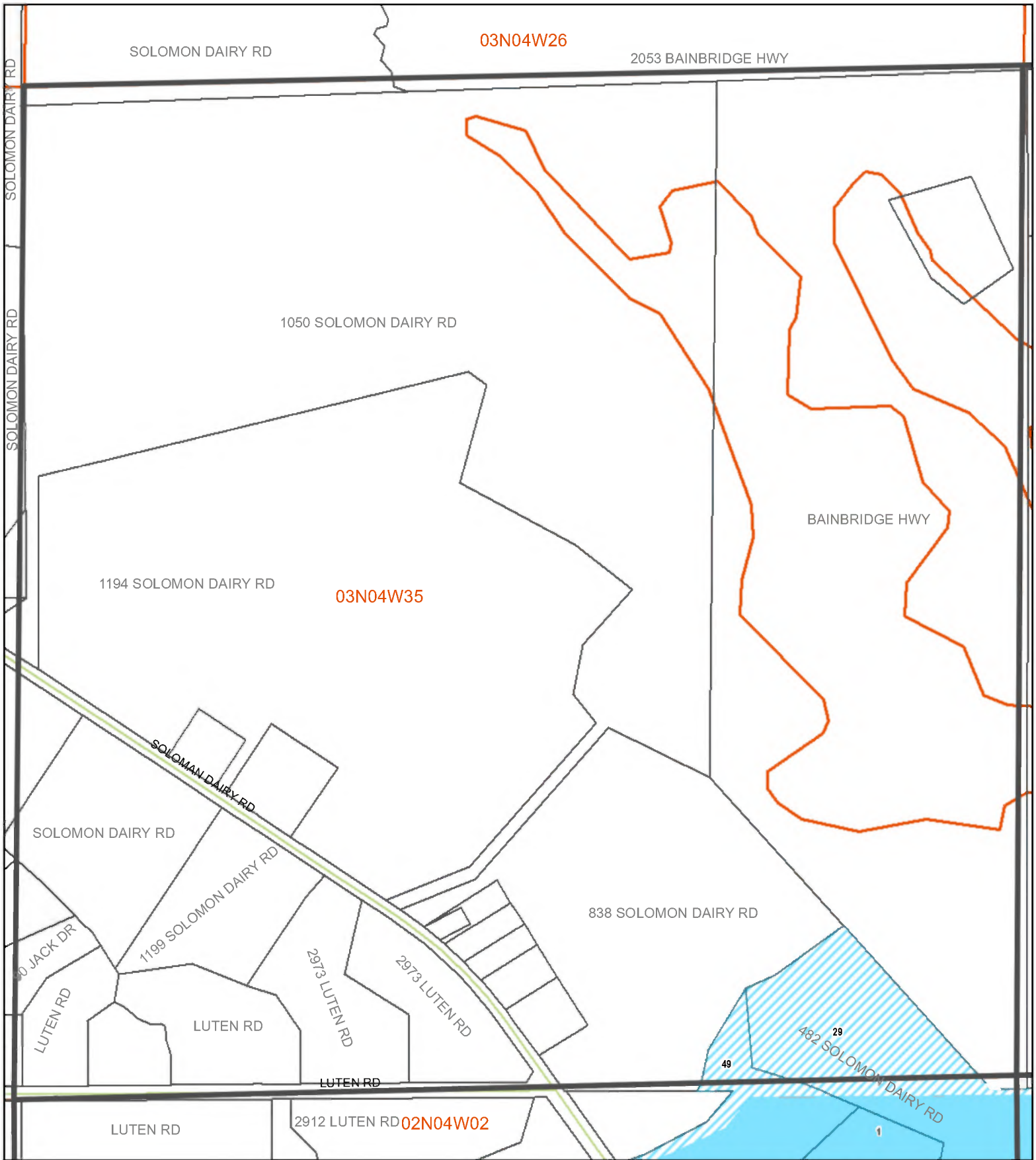
MAPS DEPICTING CHANGES IN TERRITORIAL BOUNDARY LINES FROM 1995
TERRITORIAL AGREEMENT TO 2025 TERRITORIAL AGREEMENT



Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes



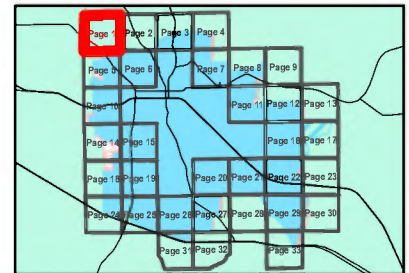
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-  Talquin Electric Service Territory
-  To TEC
-  To COQ
-  Road
-  Map Page

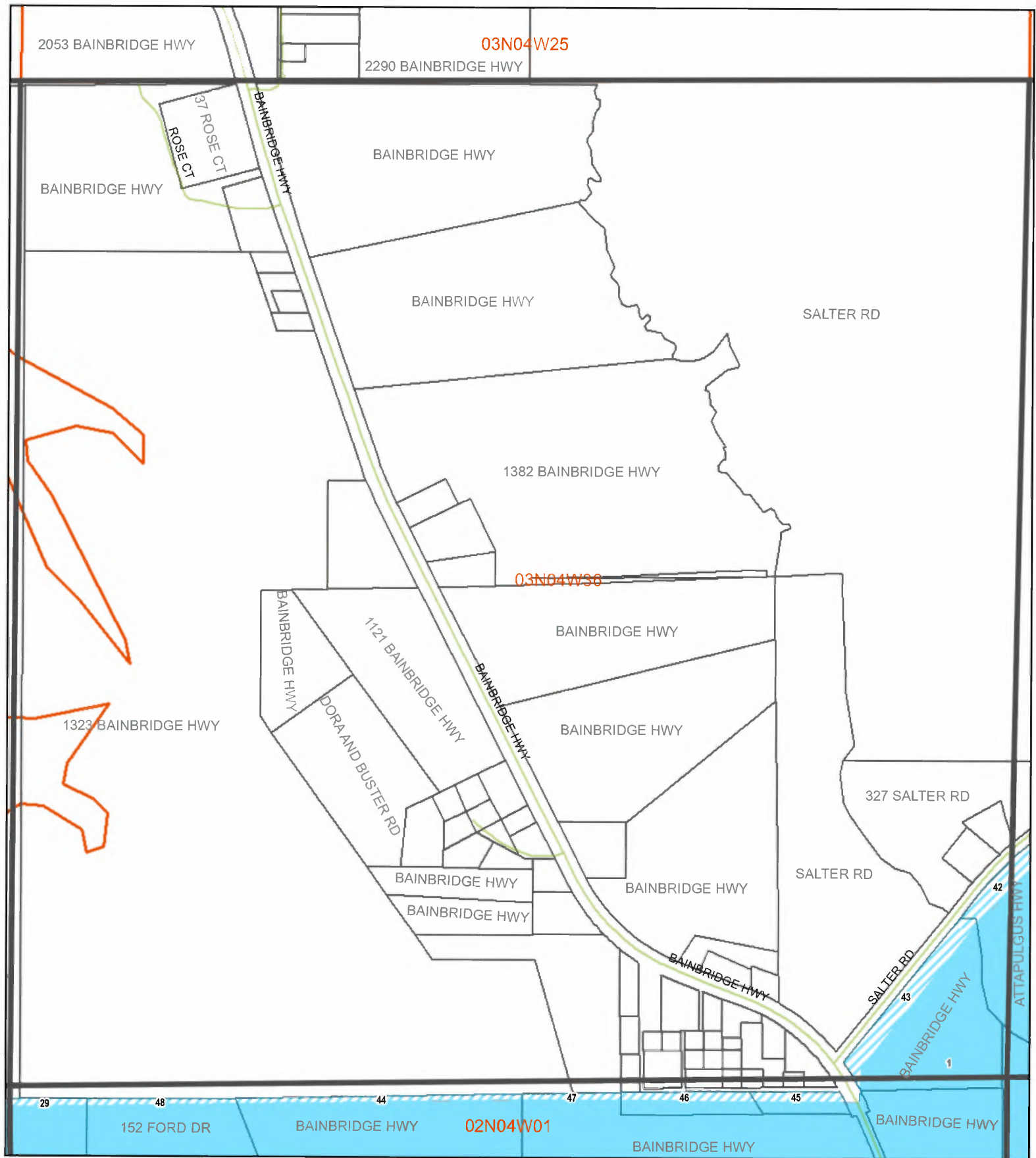


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 1

- | | | | |
|--|----------------------------------|---|------------------|
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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

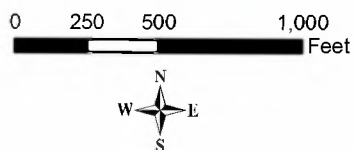
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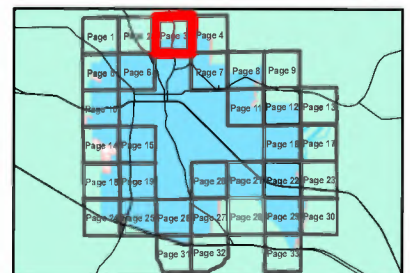


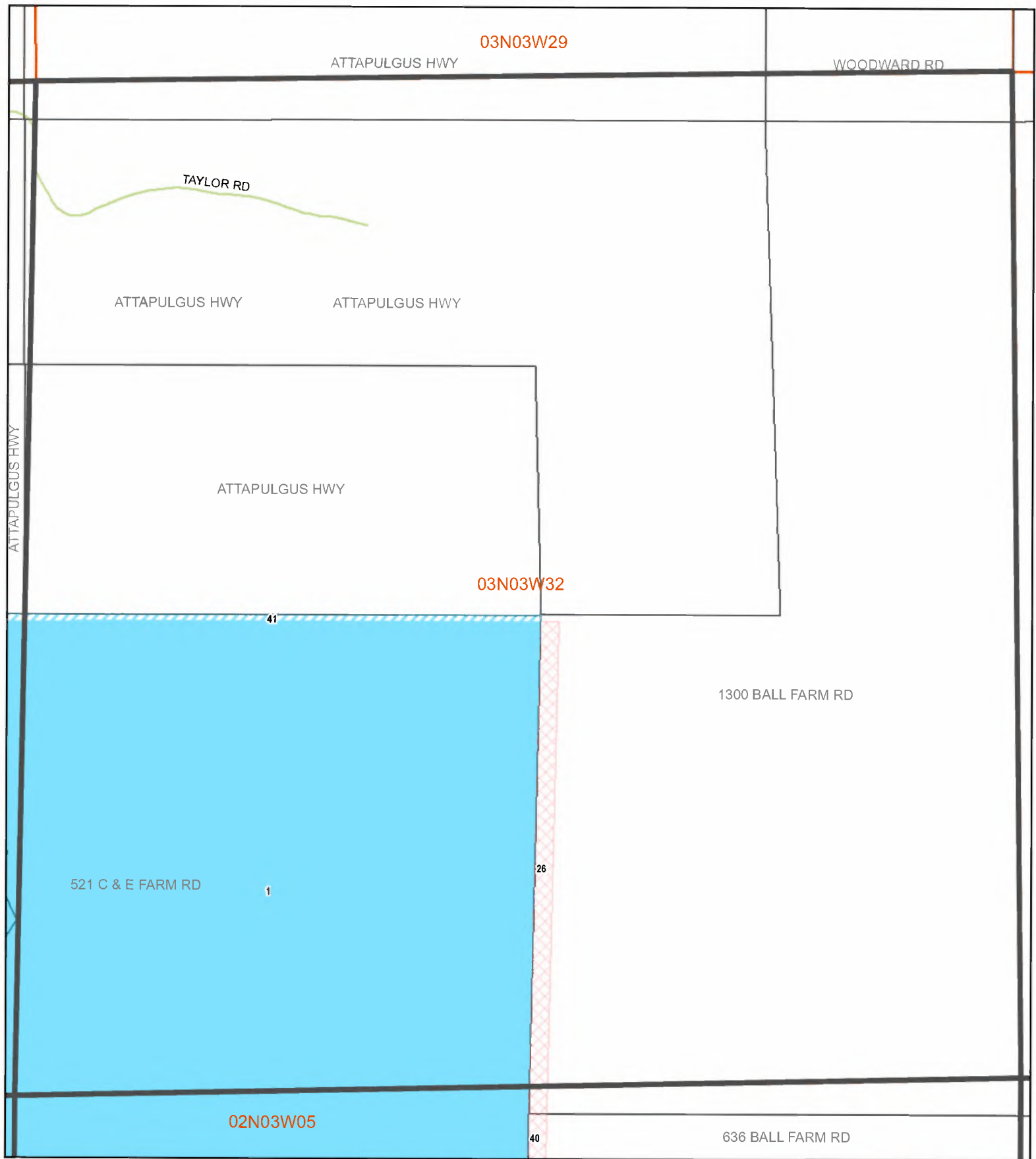


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 2

- City of Quincy Service Territory
- Road
- Section Boundary
- Parcels
- Map Page
- To TEC
- To COQ

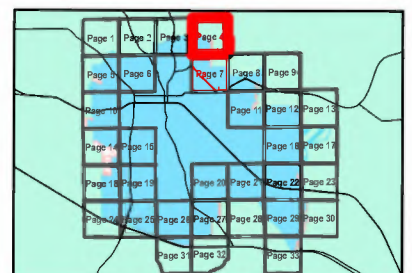
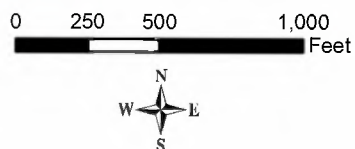


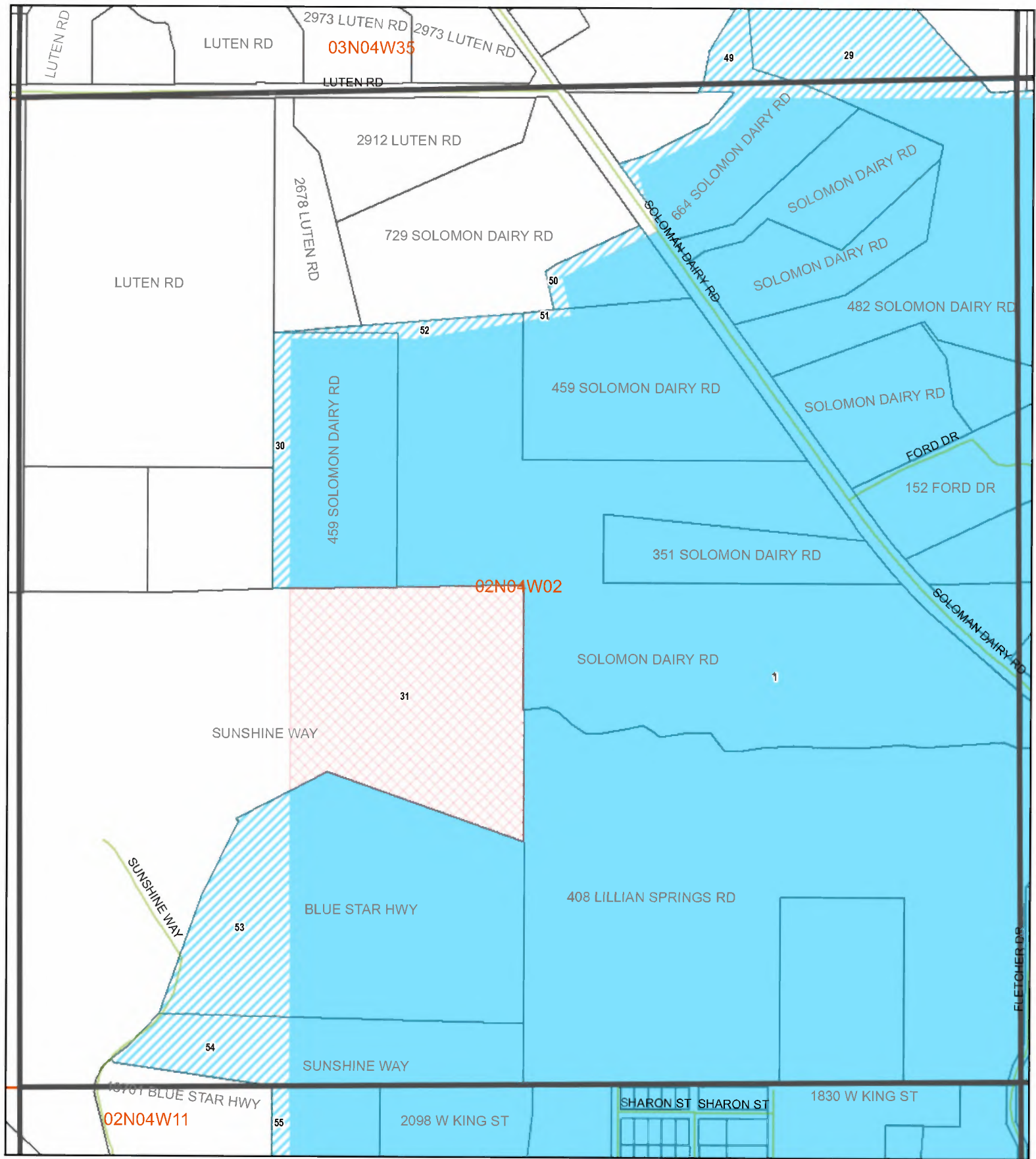




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 4

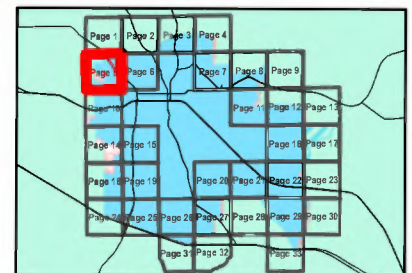
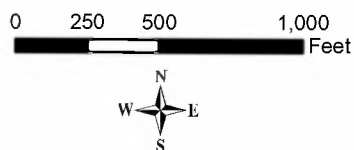
- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

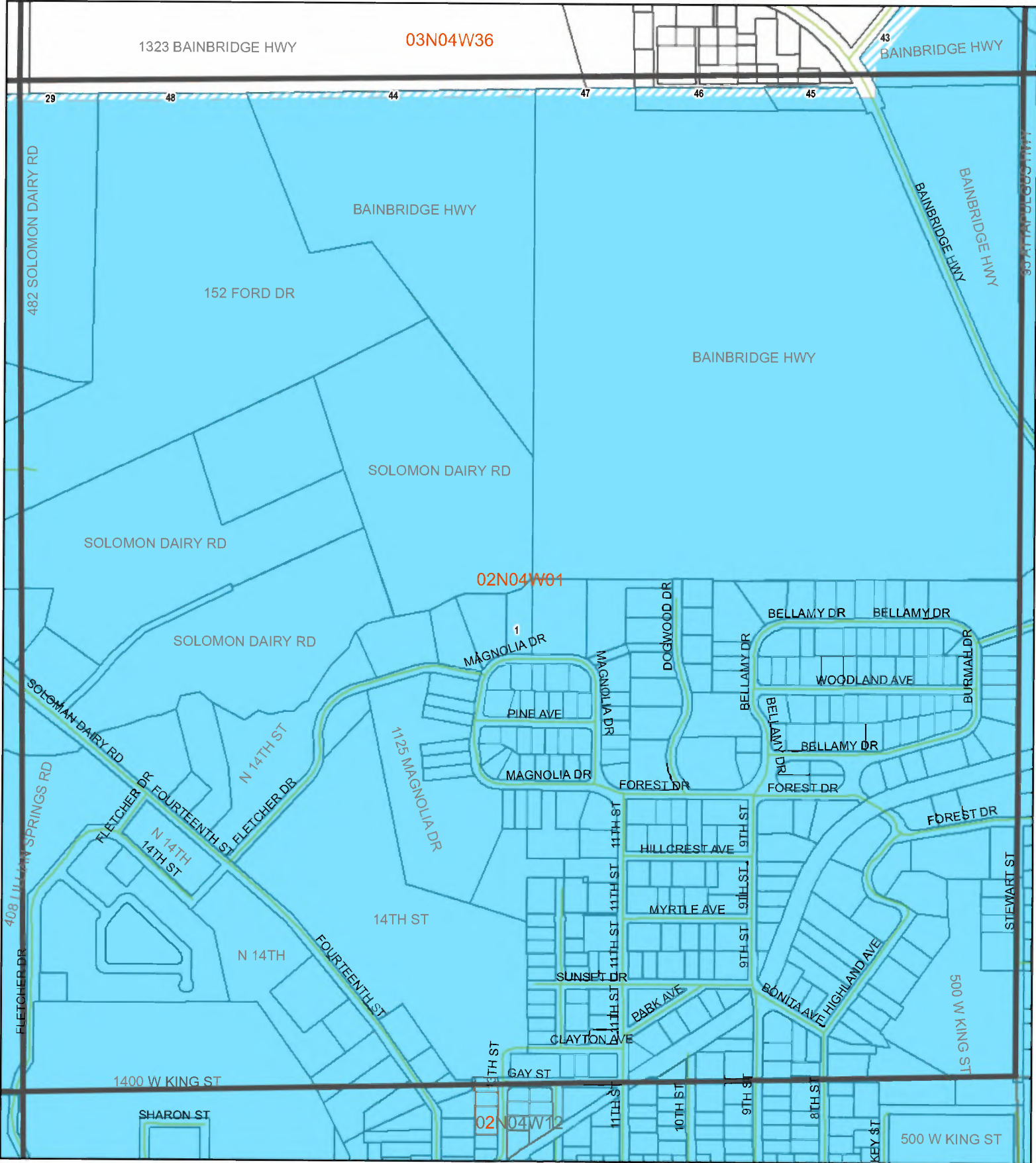




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 5

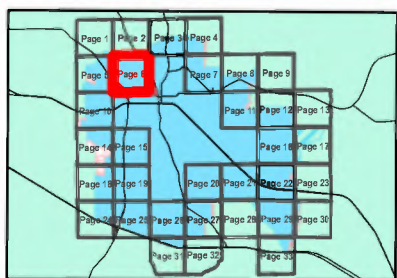
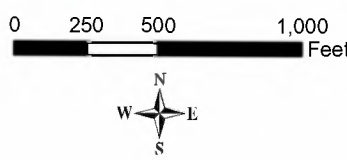
- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

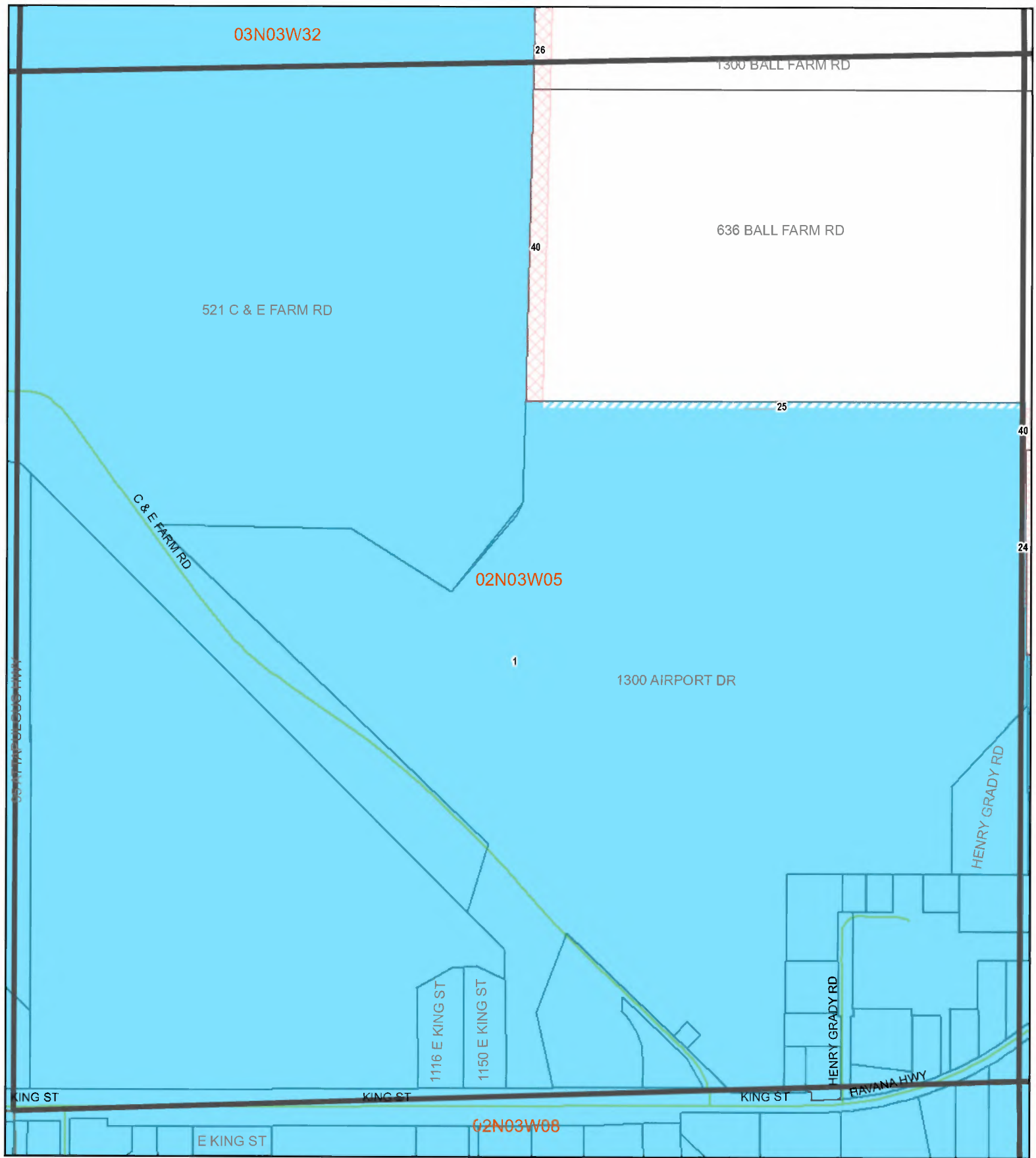




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 6

- City of Quincy Service Territory
- Road
- To TEC
- Section Boundary
- Parcels
- Map Page
- To COQ

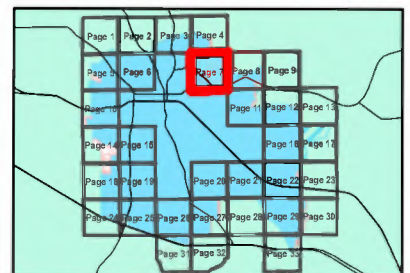


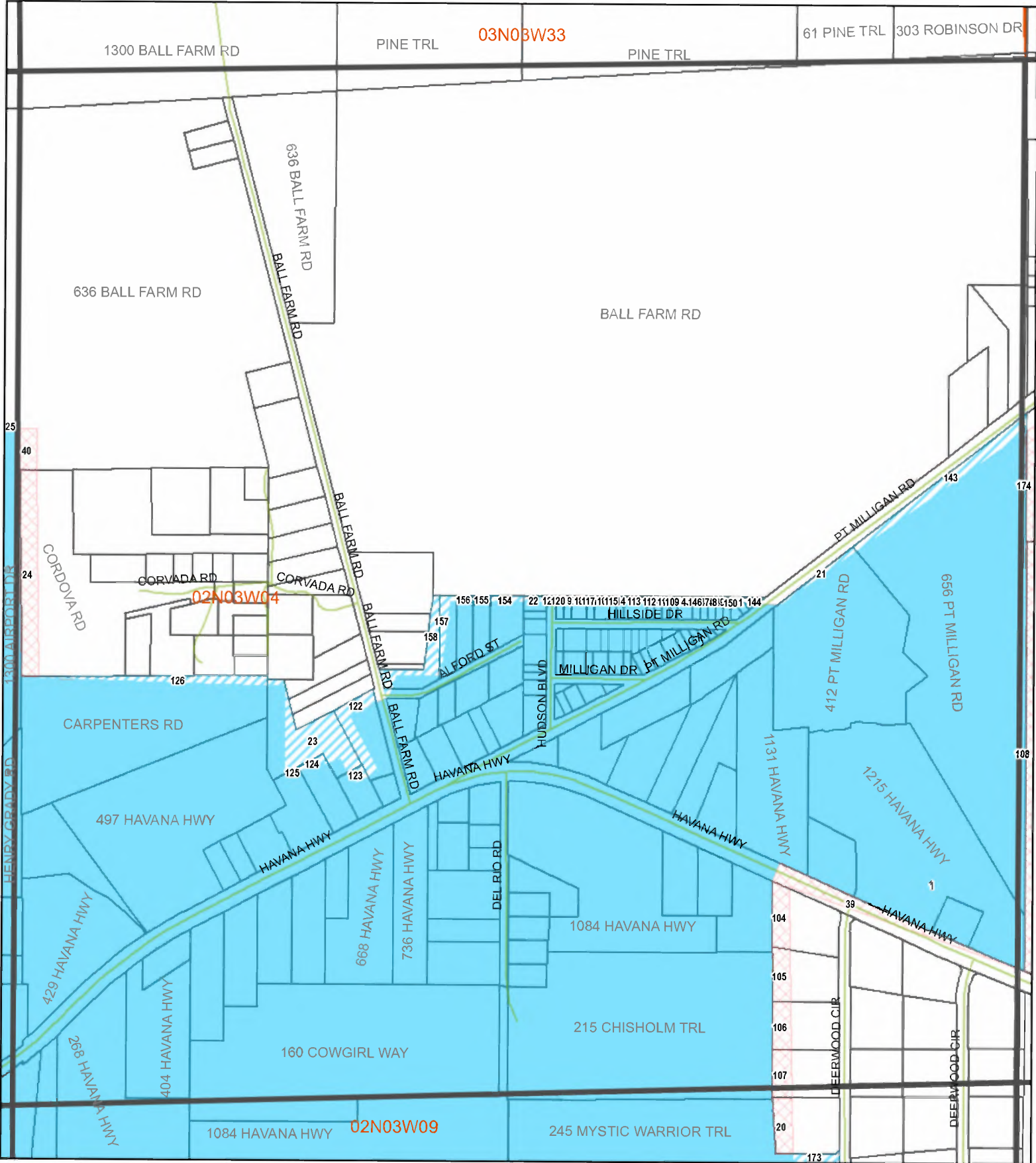


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 7

- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

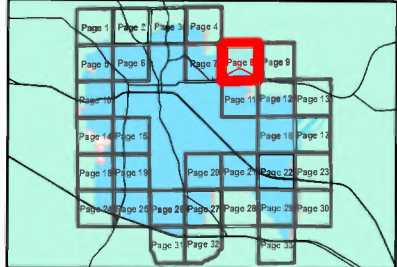
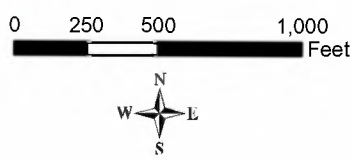
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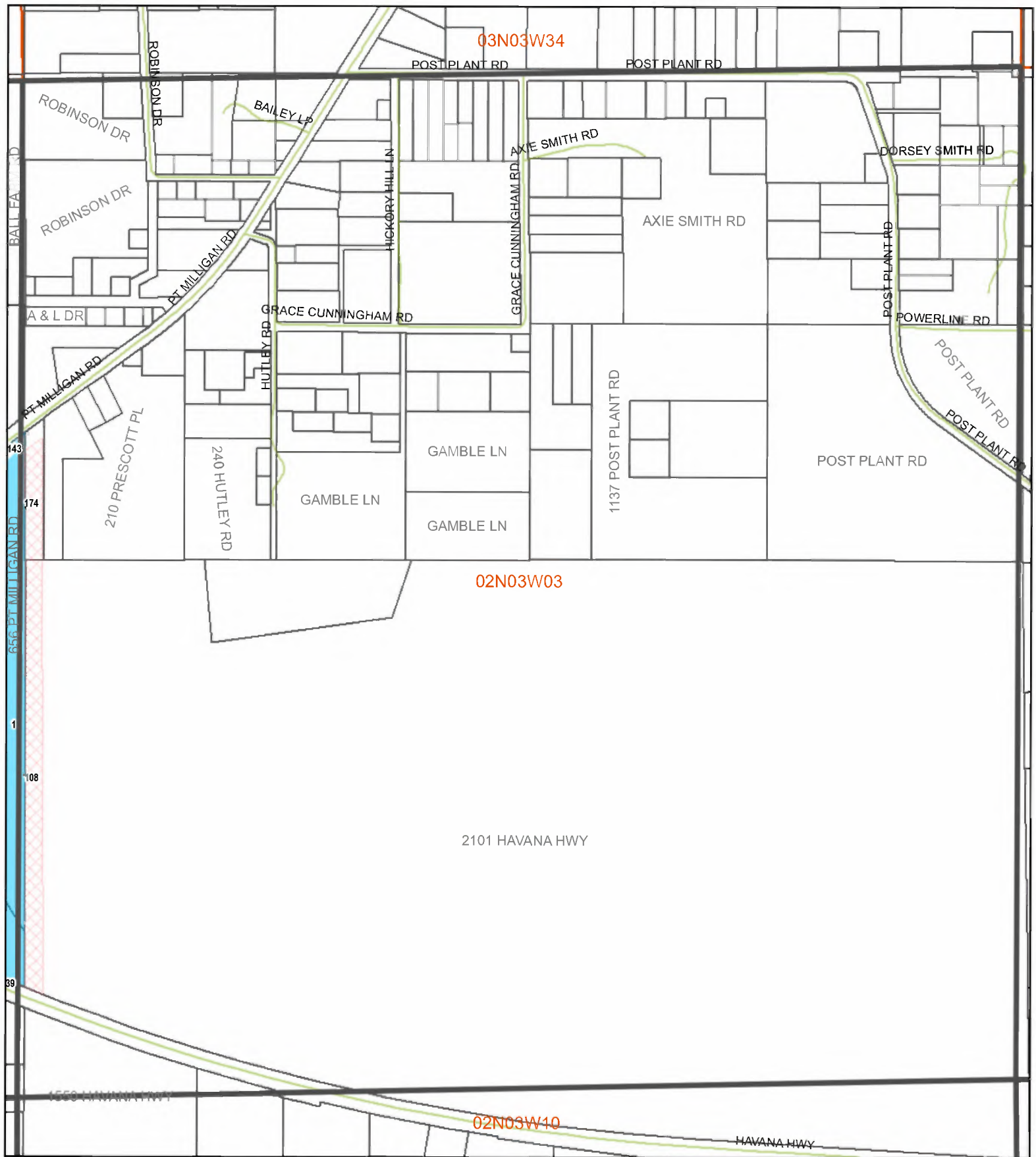




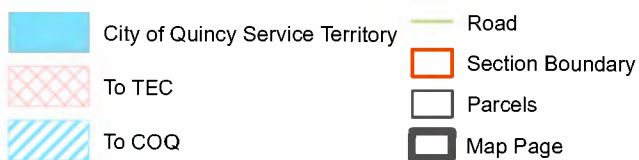
Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 8

- City of Quincy Service Territory
- Road
- To TEC
- Section Boundary
- To COQ
- Parcels
- Map Page

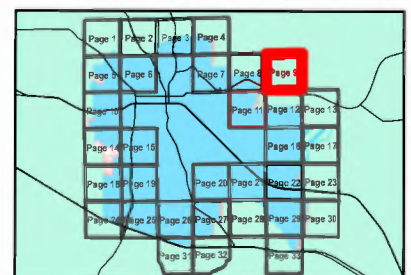


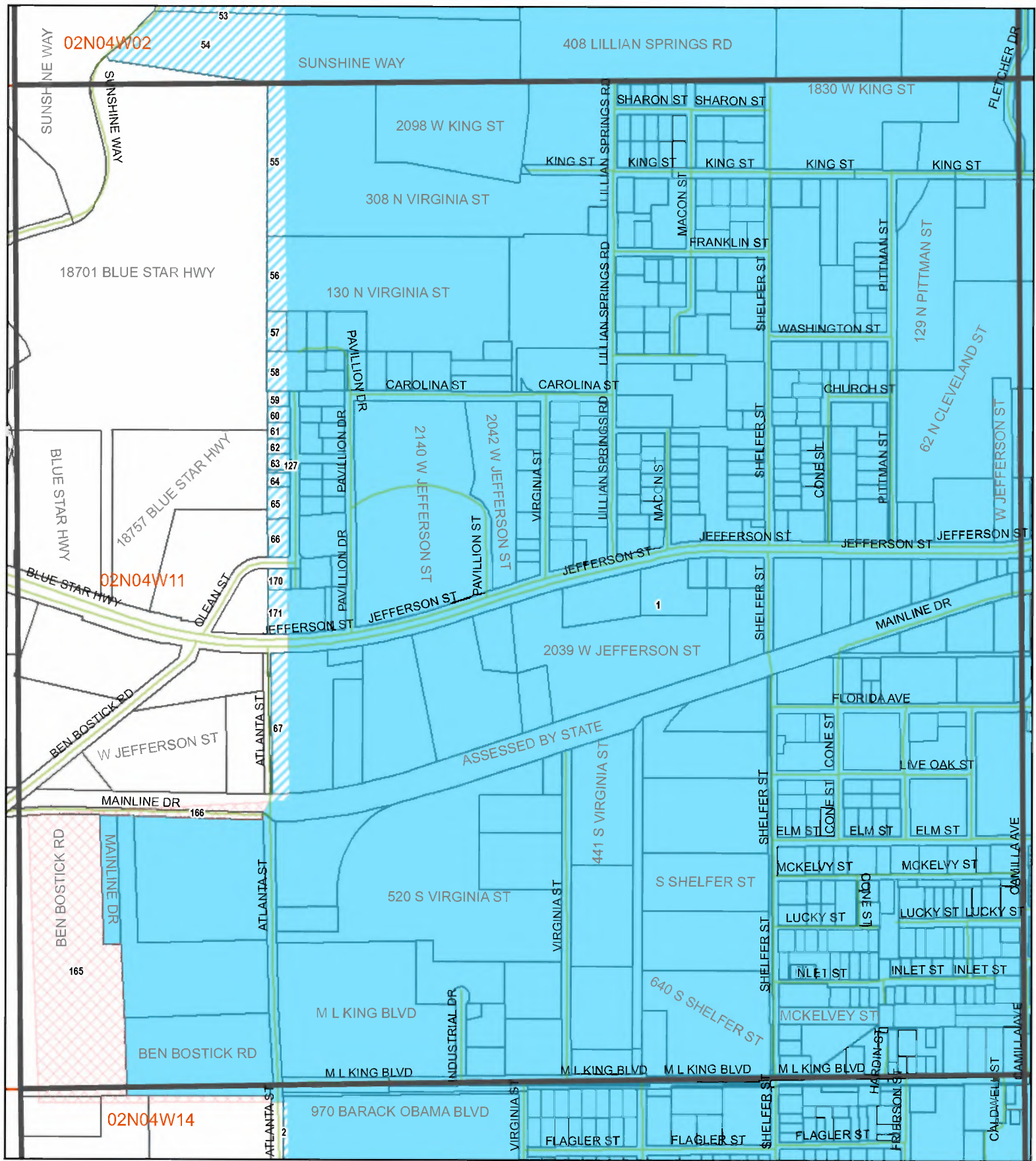


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 9



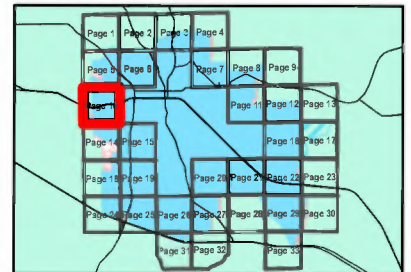
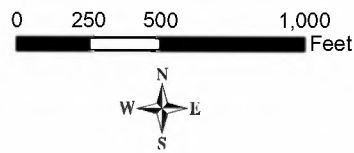
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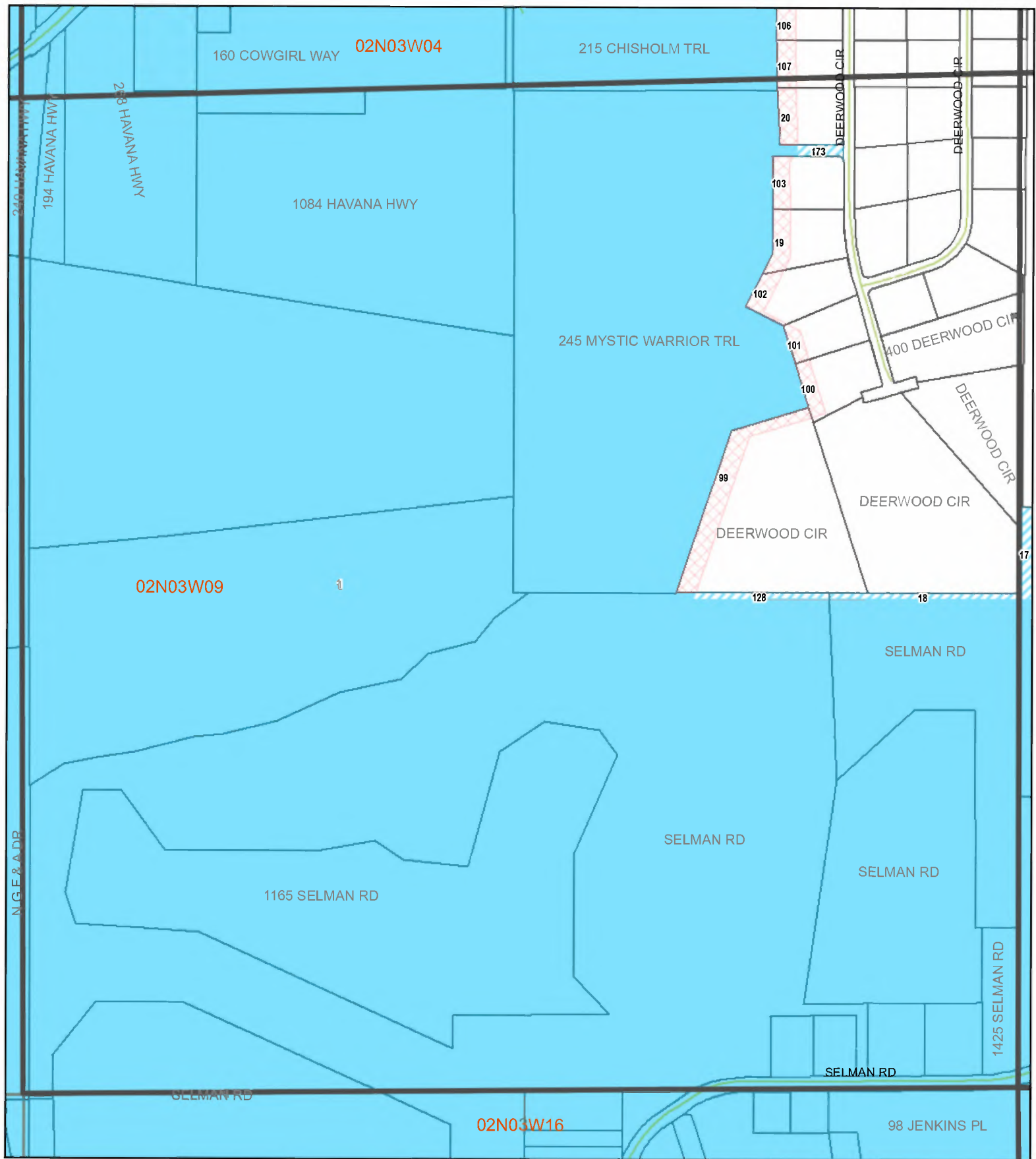




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 10

- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

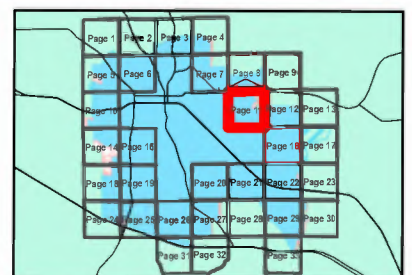


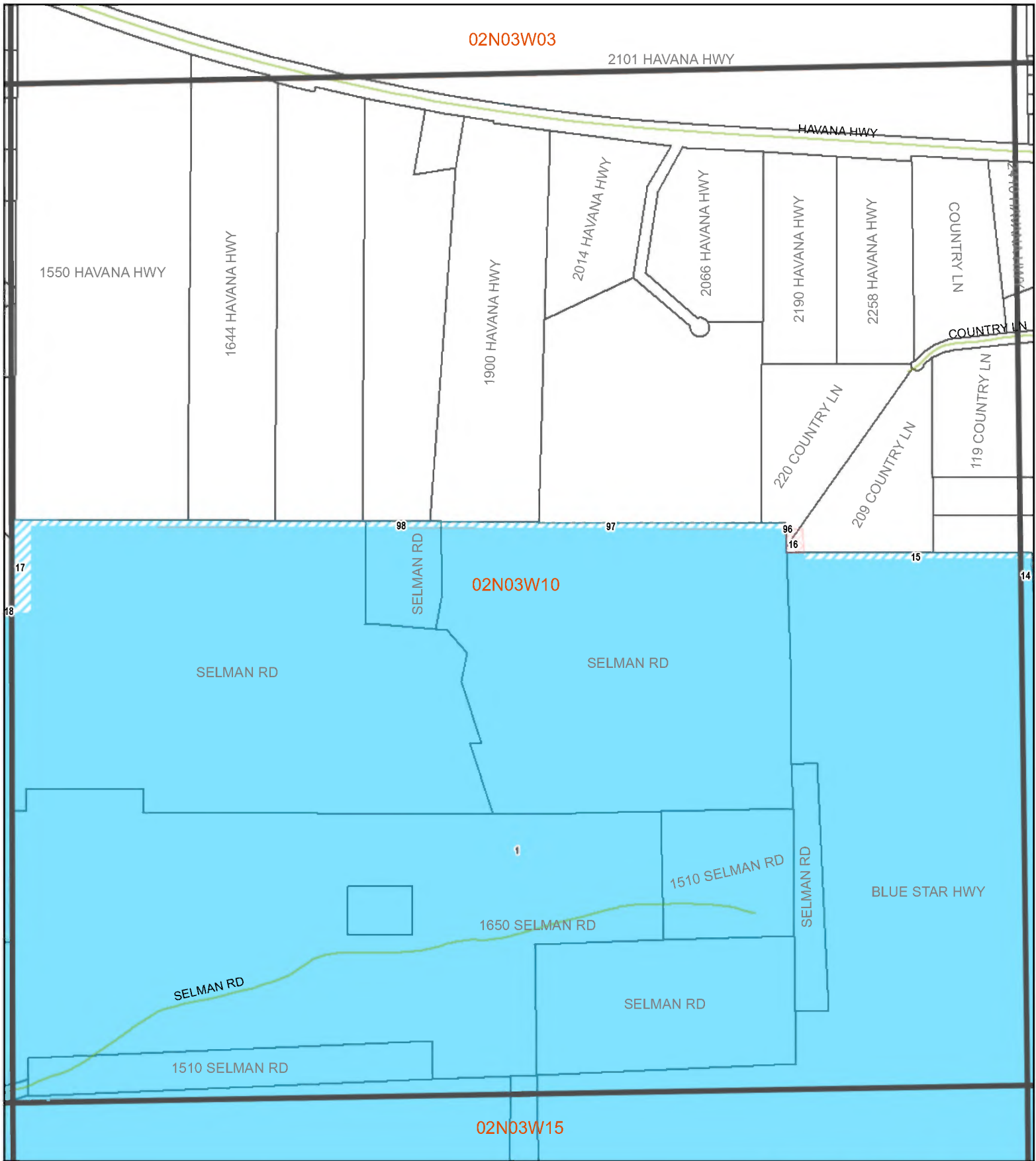


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 11

- | | | | |
|--|----------------------------------|---|------------------|
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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

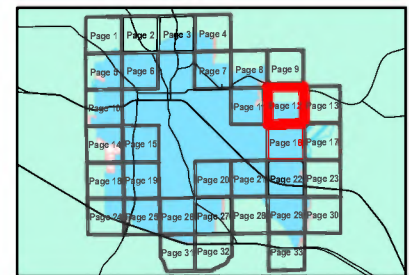
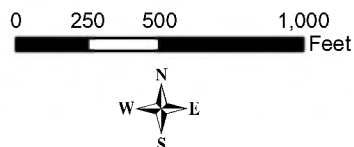
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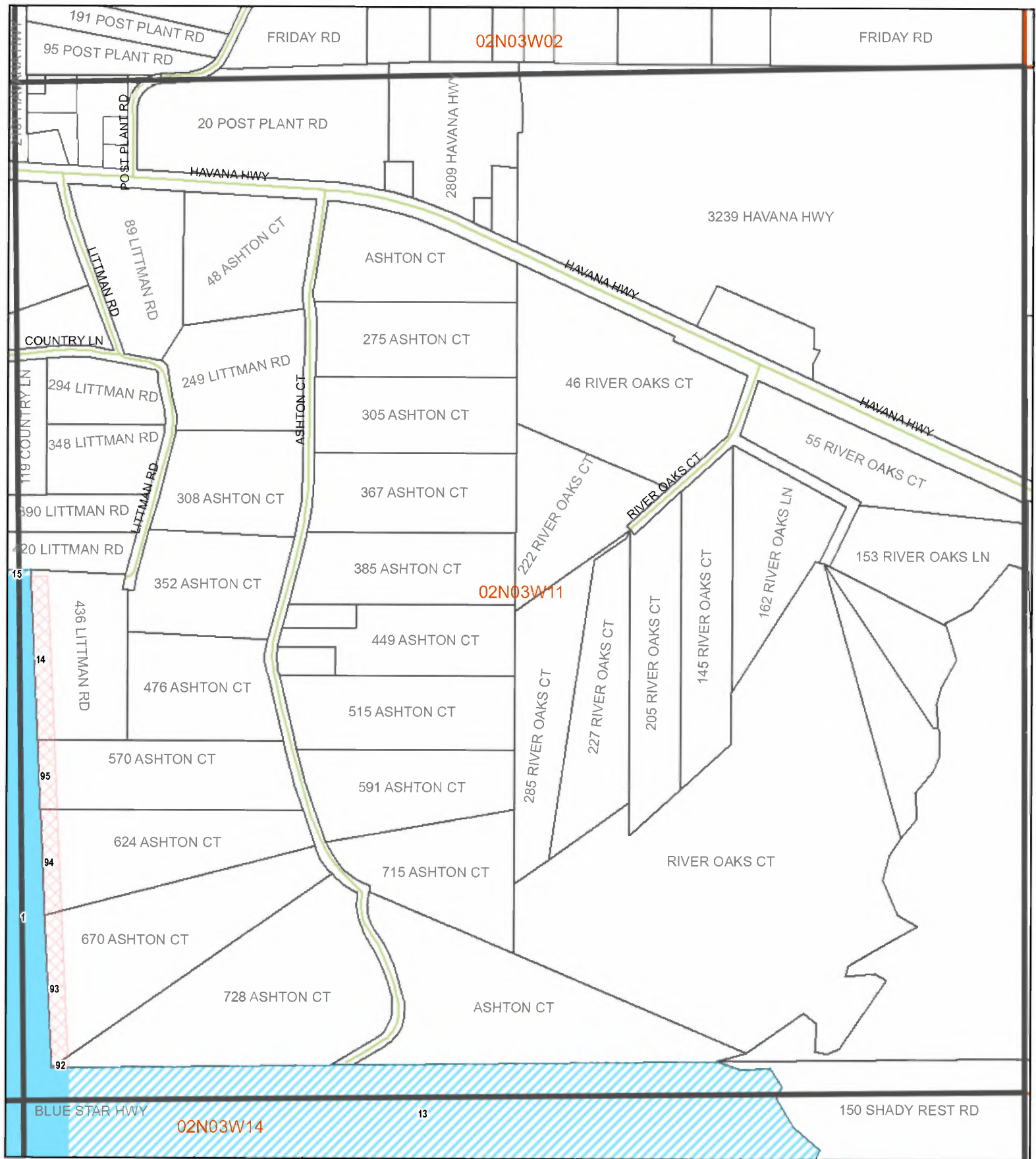




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 12

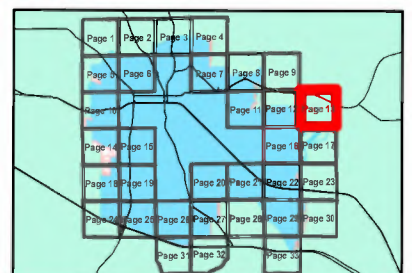
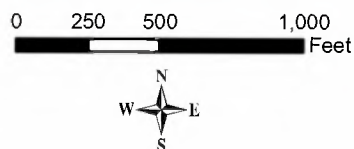
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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

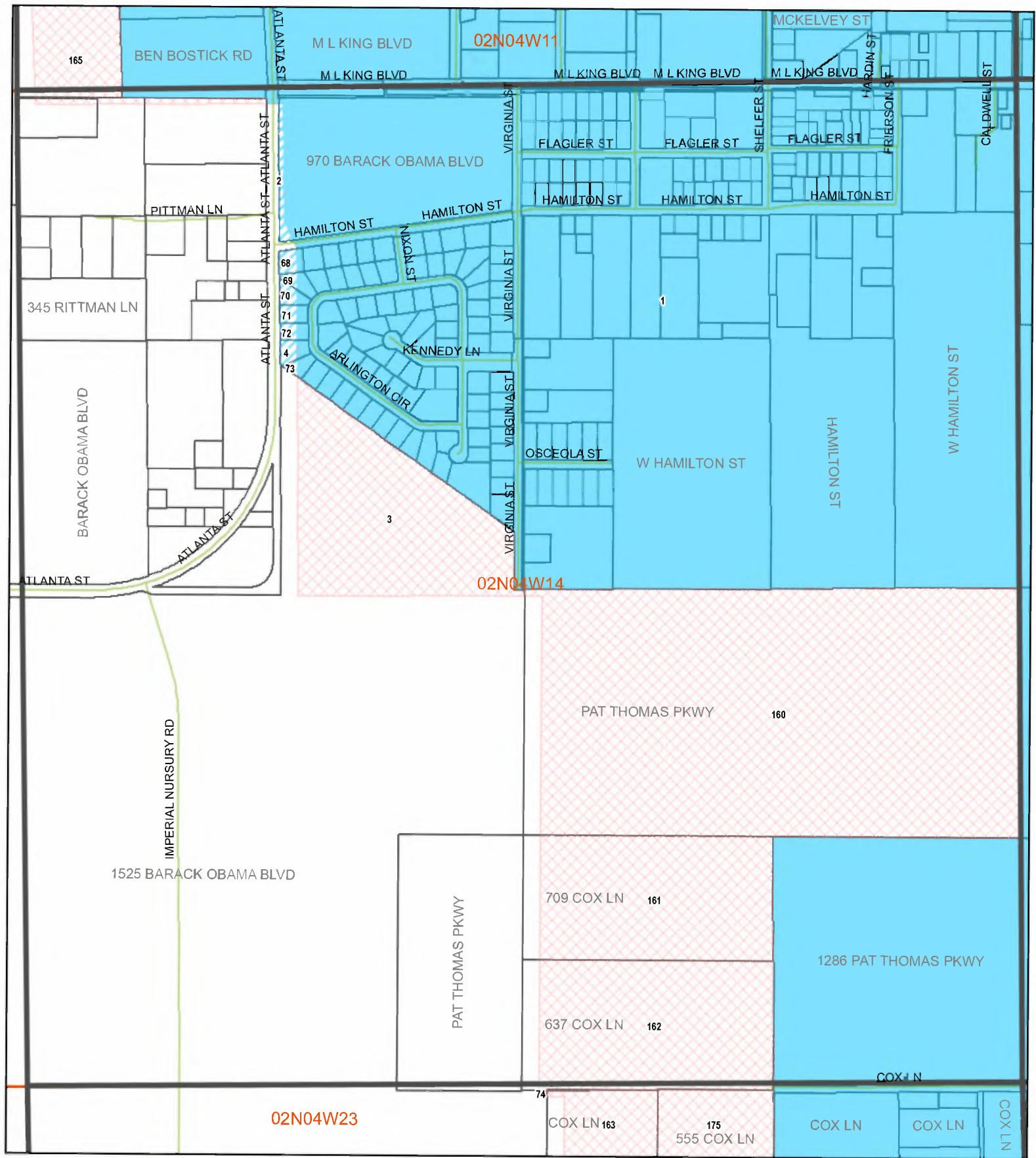




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 13

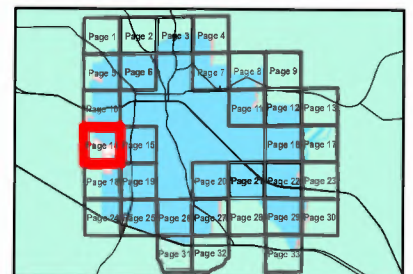
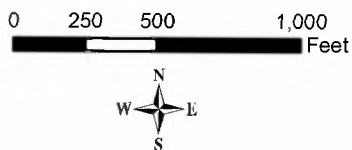
- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

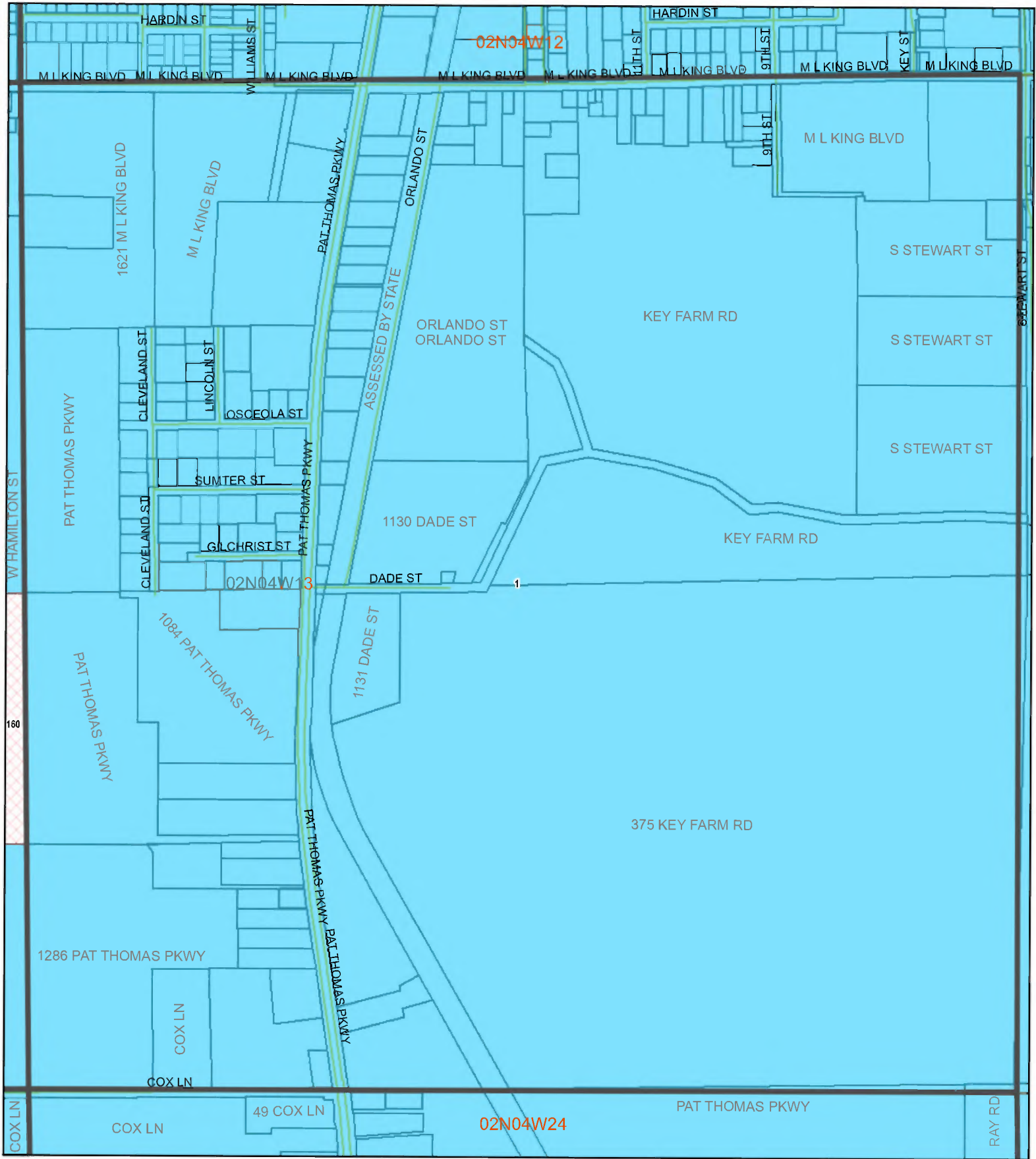




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 14

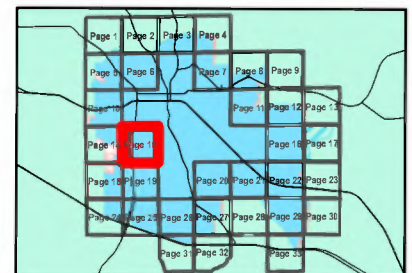
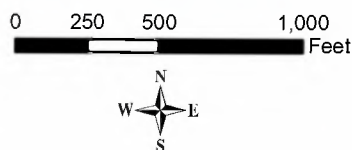
- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page





Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 15

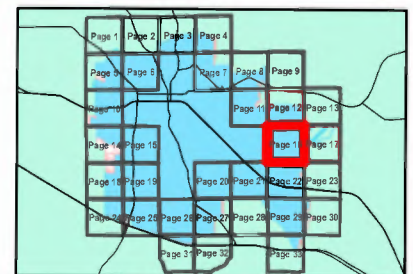
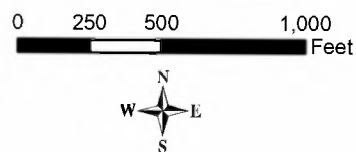
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- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
- Map Page

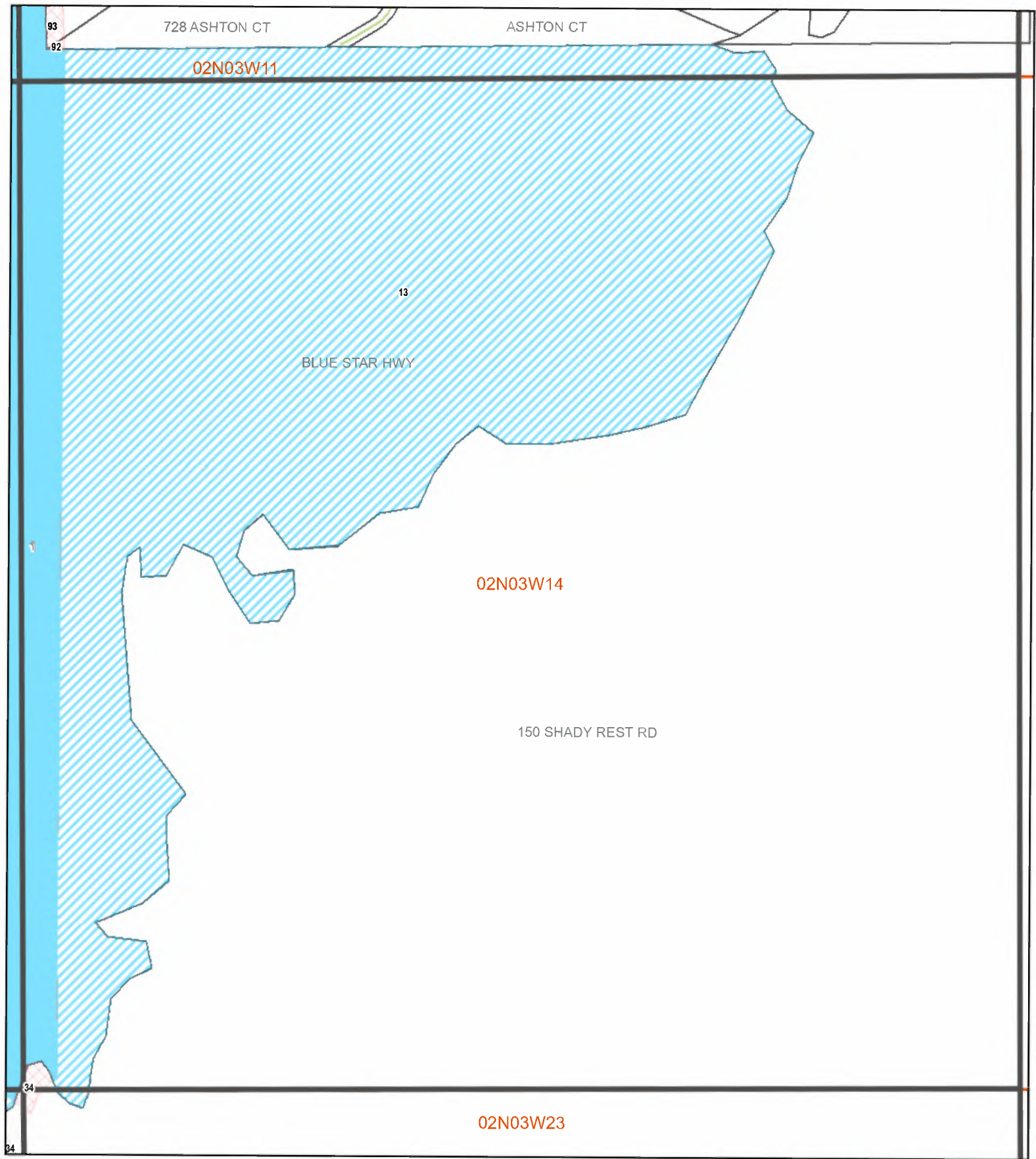




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 16

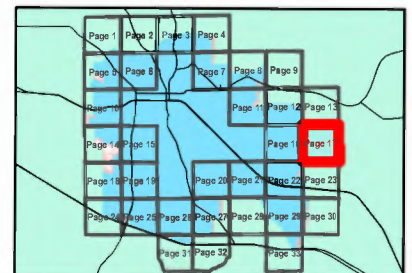
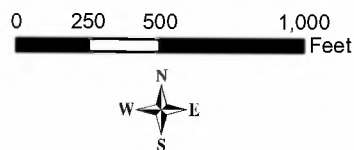
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|--|----------------------------------|---|------------------|
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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

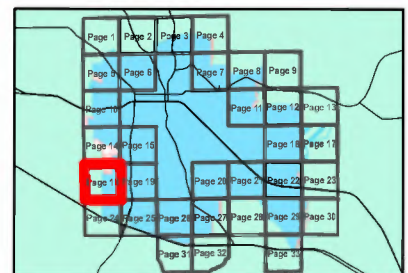


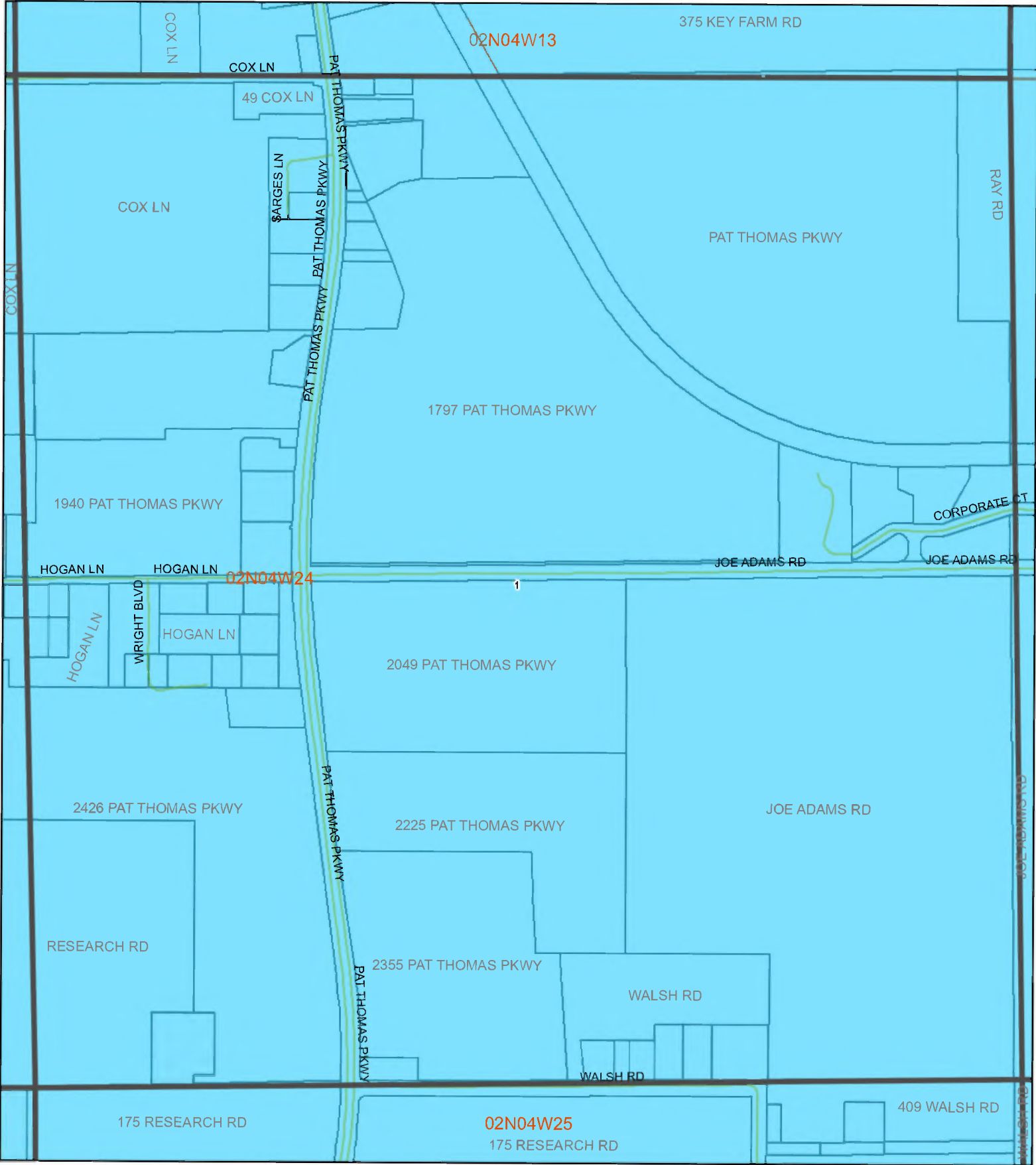


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 17

- | | | | |
|--|----------------------------------|---|------------------|
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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
| | |  | Map Page |

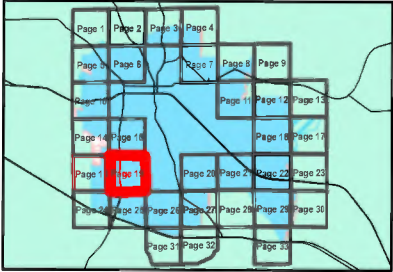
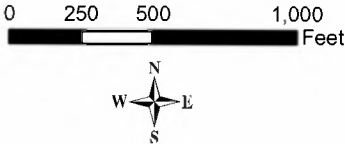


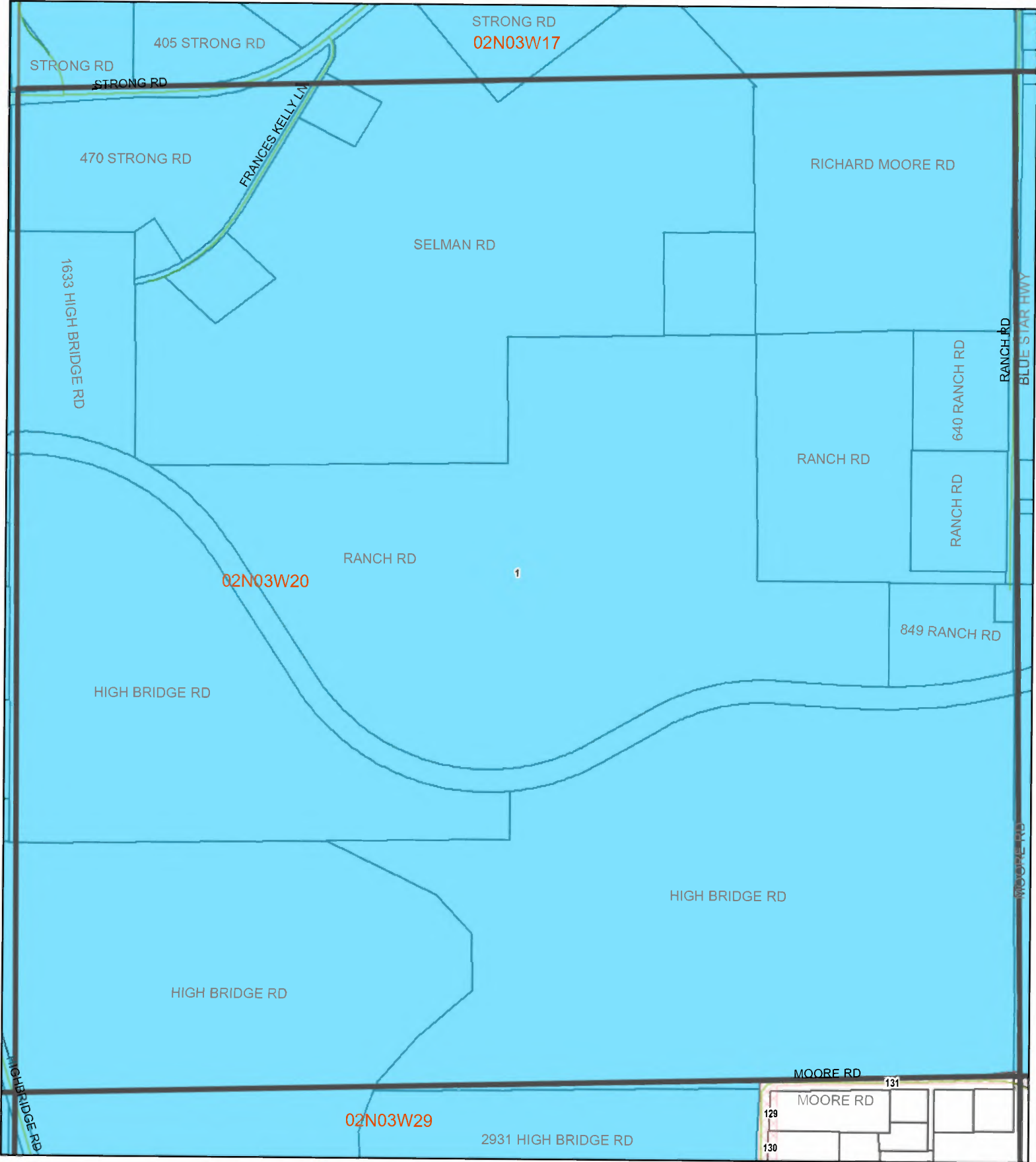




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 19

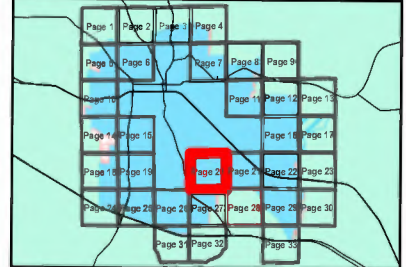
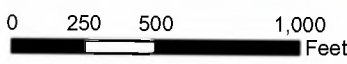
-  City of Quincy Service Territory
-  Road
-  Section Boundary
-  To TEC
-  Parcels
-  To COQ
- Map Page

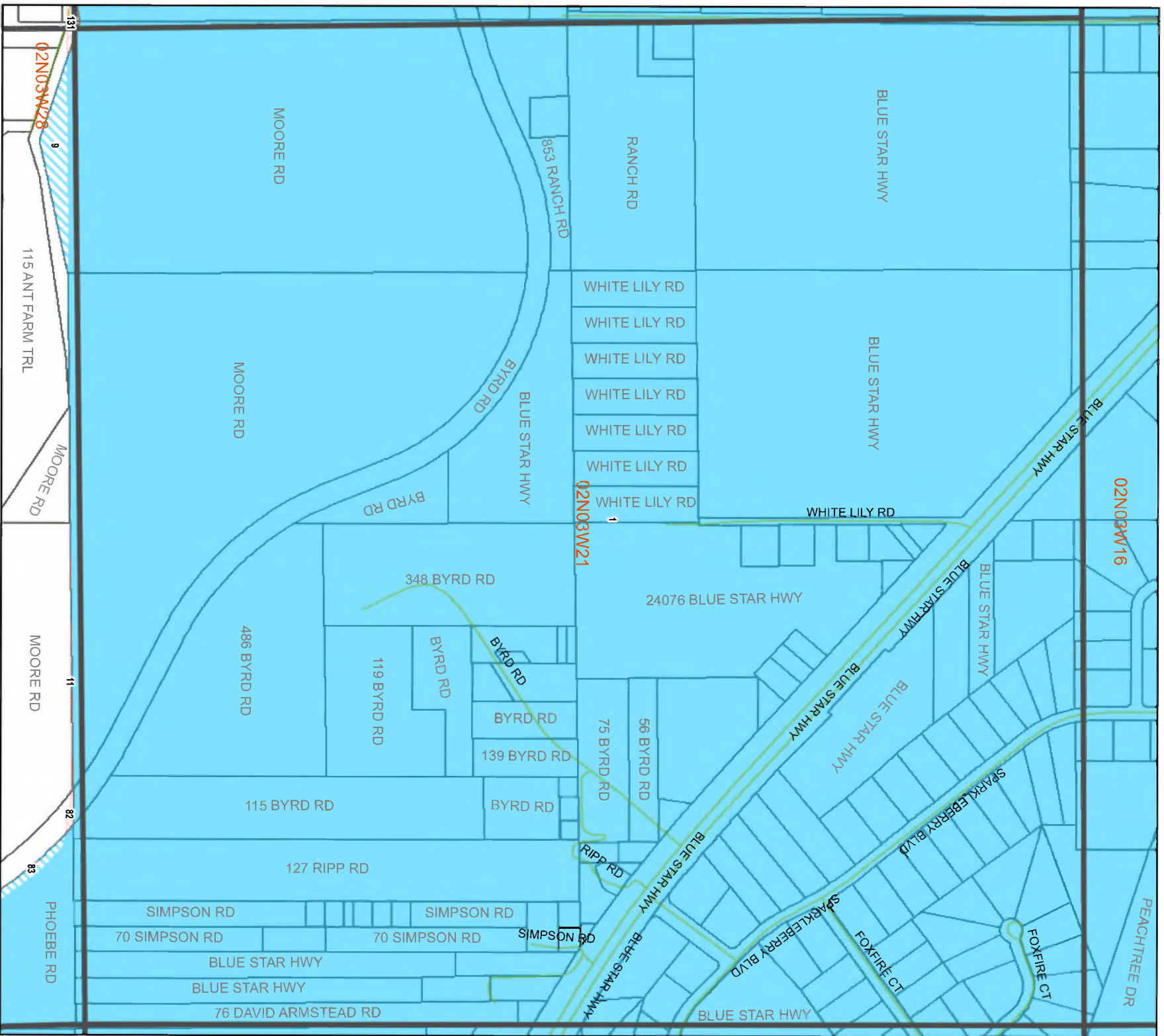




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 20

-  City of Quincy Service Territory
-  To TEC
-  To COQ
-  Road
-  Section Boundary
-  Parcels
-  Map Page

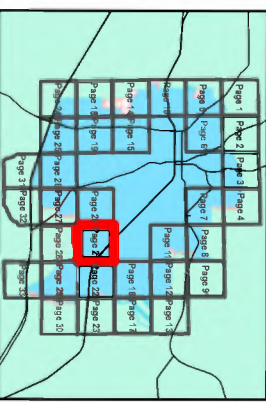


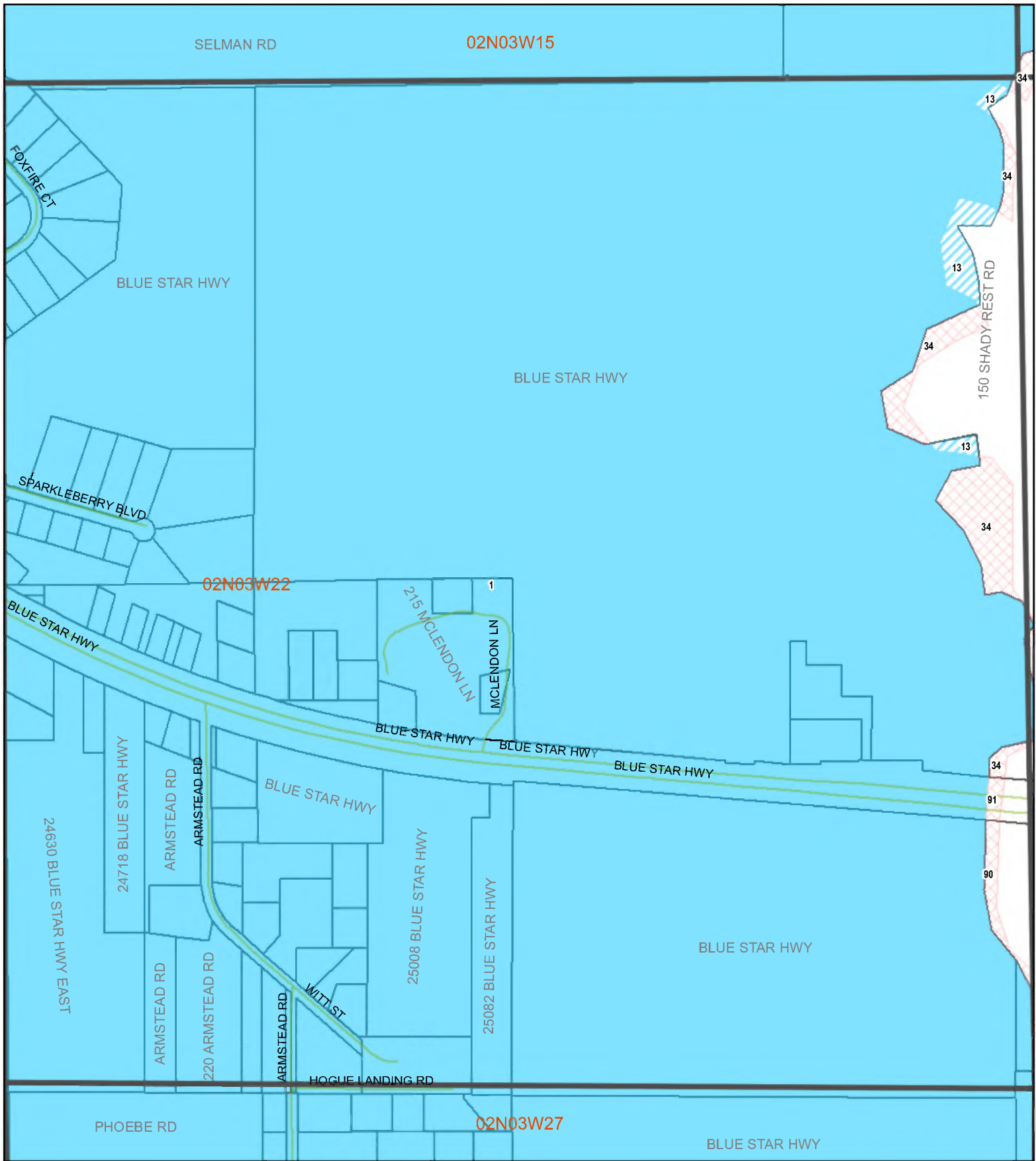


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 21

-  City of Quincy Service Territory
-  To TEC
-  To COQ

-  Road
-  Section Boundary
-  Parcels
-  Map Page

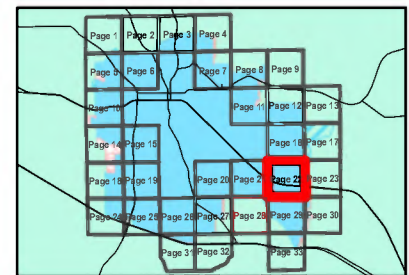




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 22

- | | | | |
|--|----------------------------------|---|------------------|
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|  | To COQ |  | Parcels |
| | |  | Map Page |

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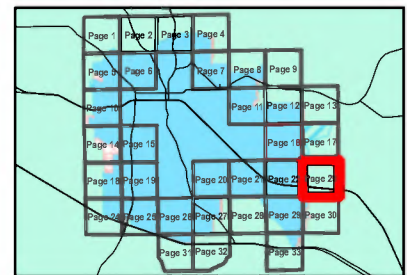




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 23

- City of Quincy Service Territory
- Road
- To TEC
- Section Boundary
- To COQ
- Parcels
- Map Page

0 250 500 1,000 Feet

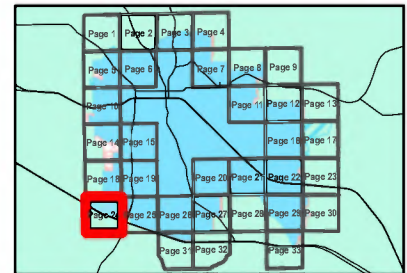


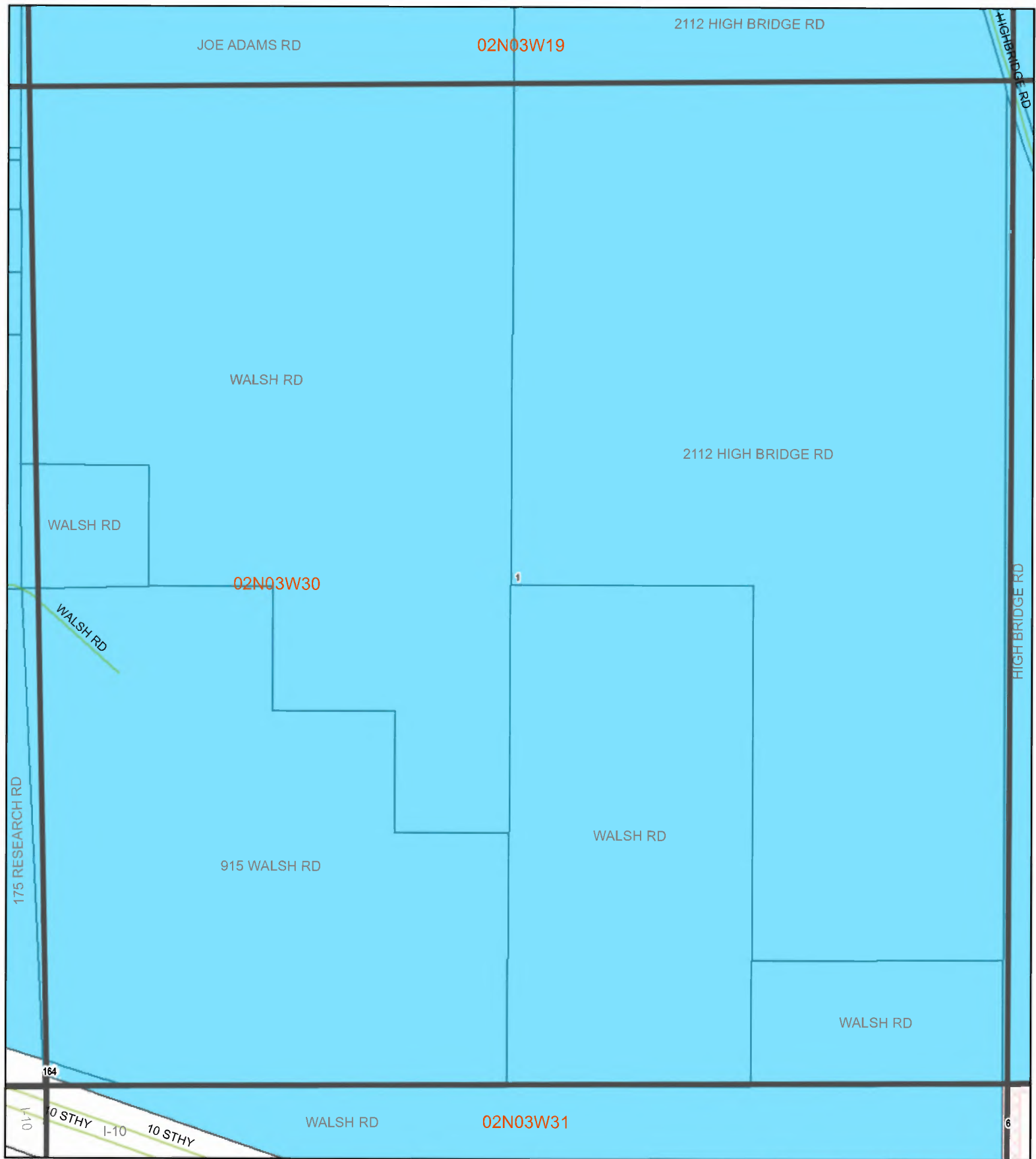


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 24

- City of Quincy Service Territory
- Road
- Section Boundary
- Parcels
- To COQ
- Map Page

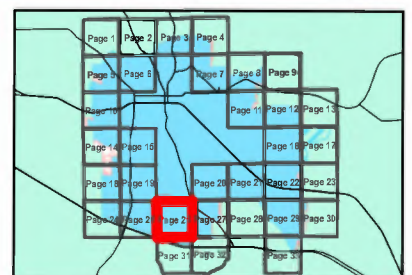
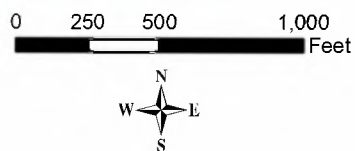
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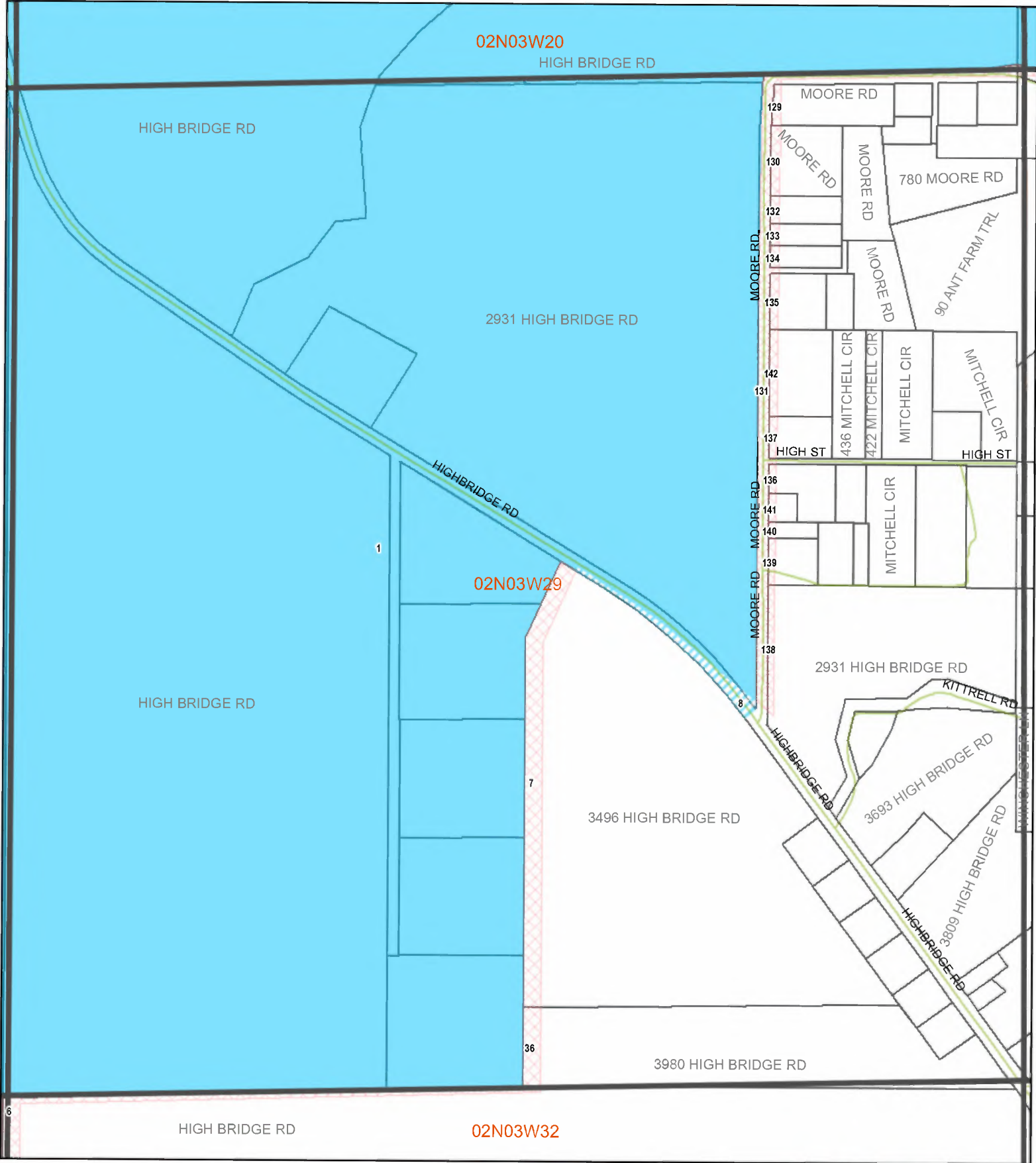




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 26

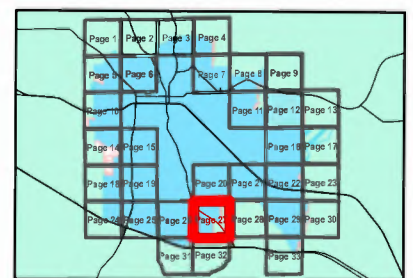
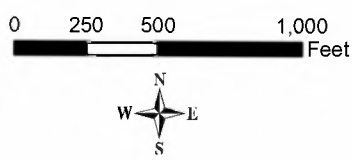
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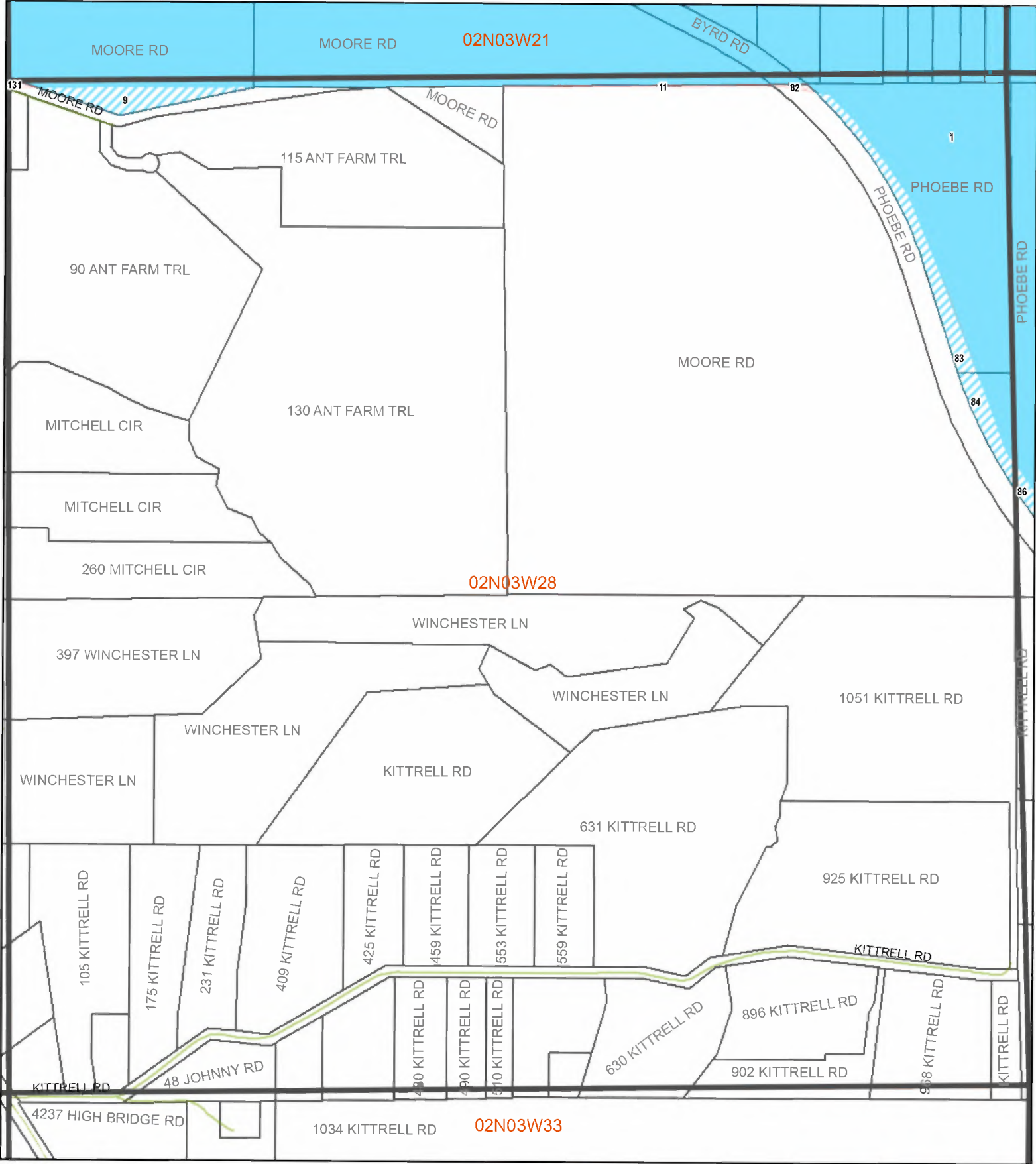




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 27

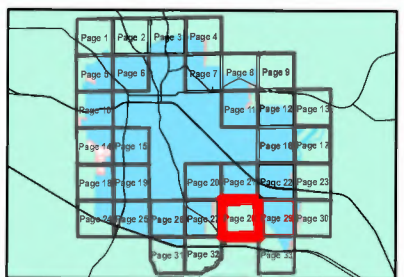
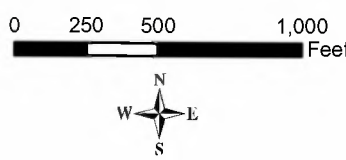
-  City of Quincy Service Territory
-  Road
-  To TEC
-  Section Boundary
-  Parcels
- Map Page
- To COQ

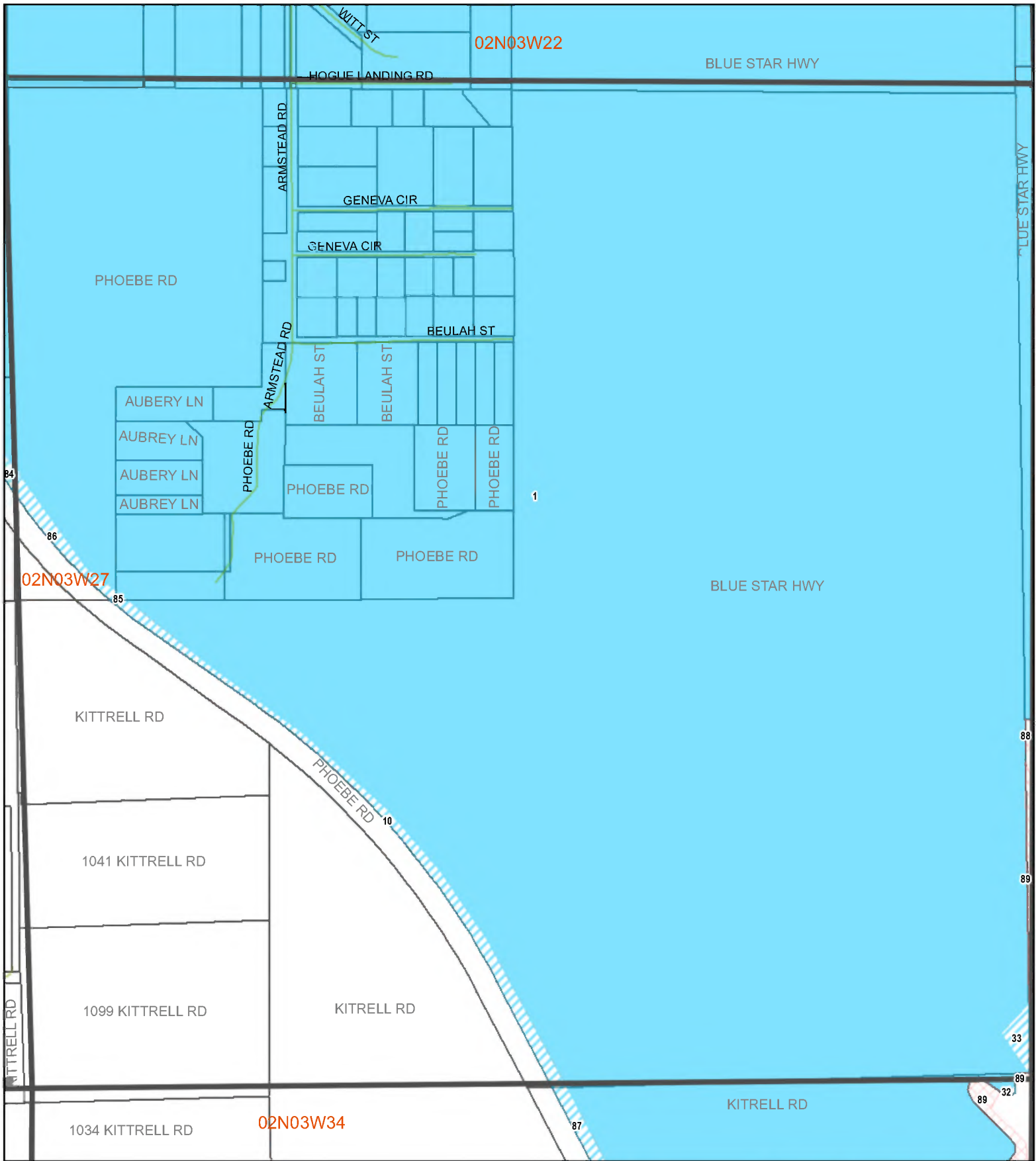




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 28

-  City of Quincy Service Territory
-  Road
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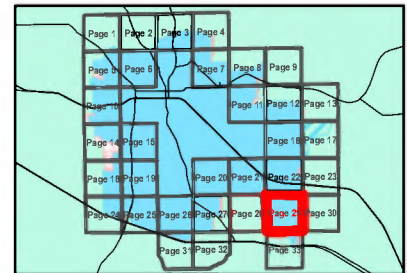




Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 29

- City of Quincy Service Territory
- To TEC
- To COQ
- Road
- Section Boundary
- Parcels
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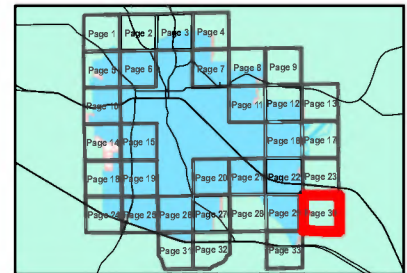


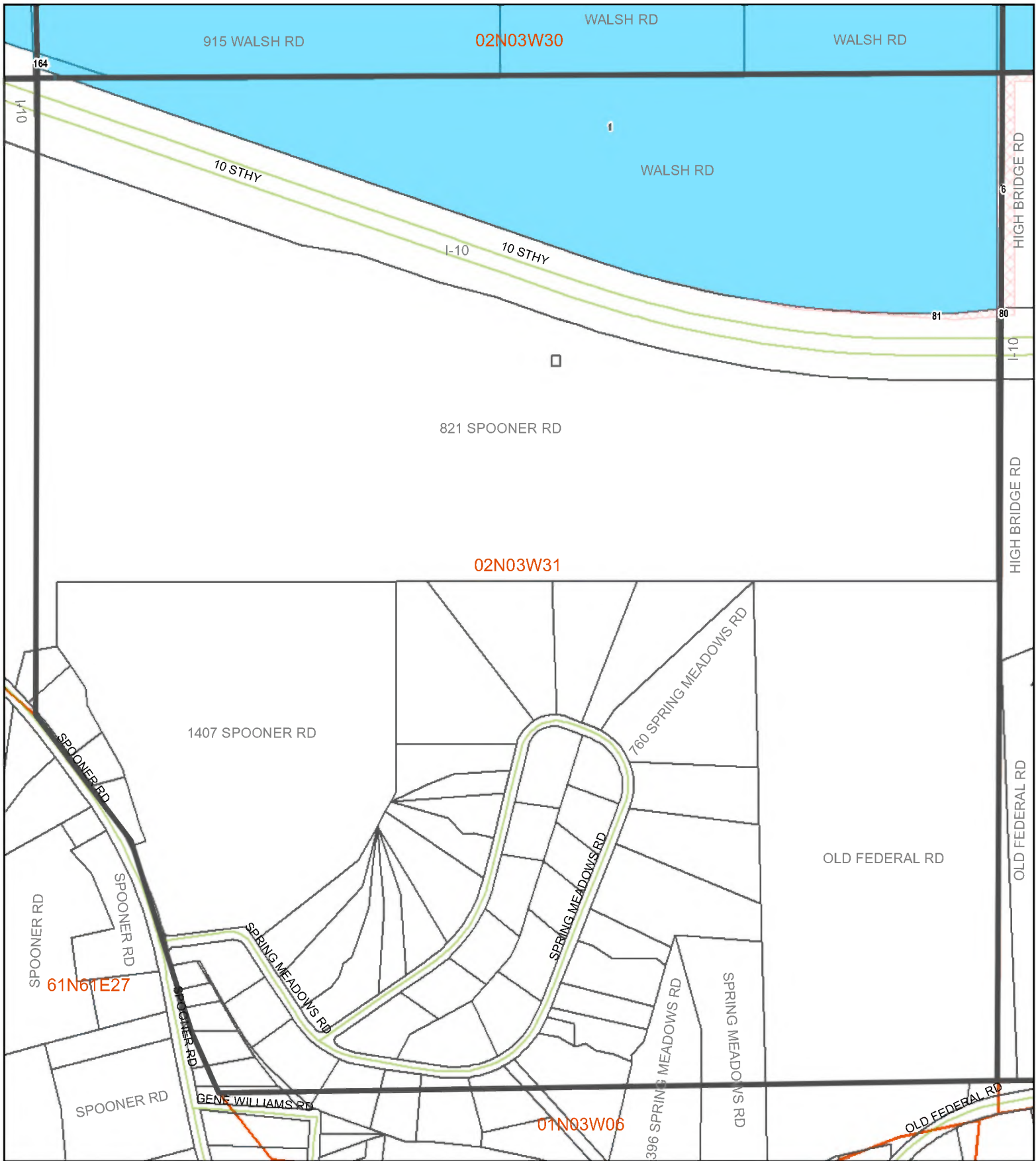


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 30

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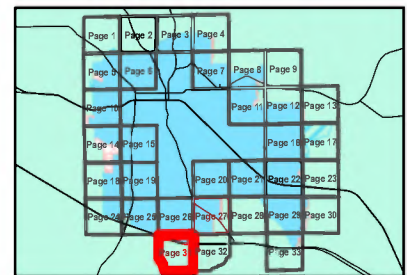


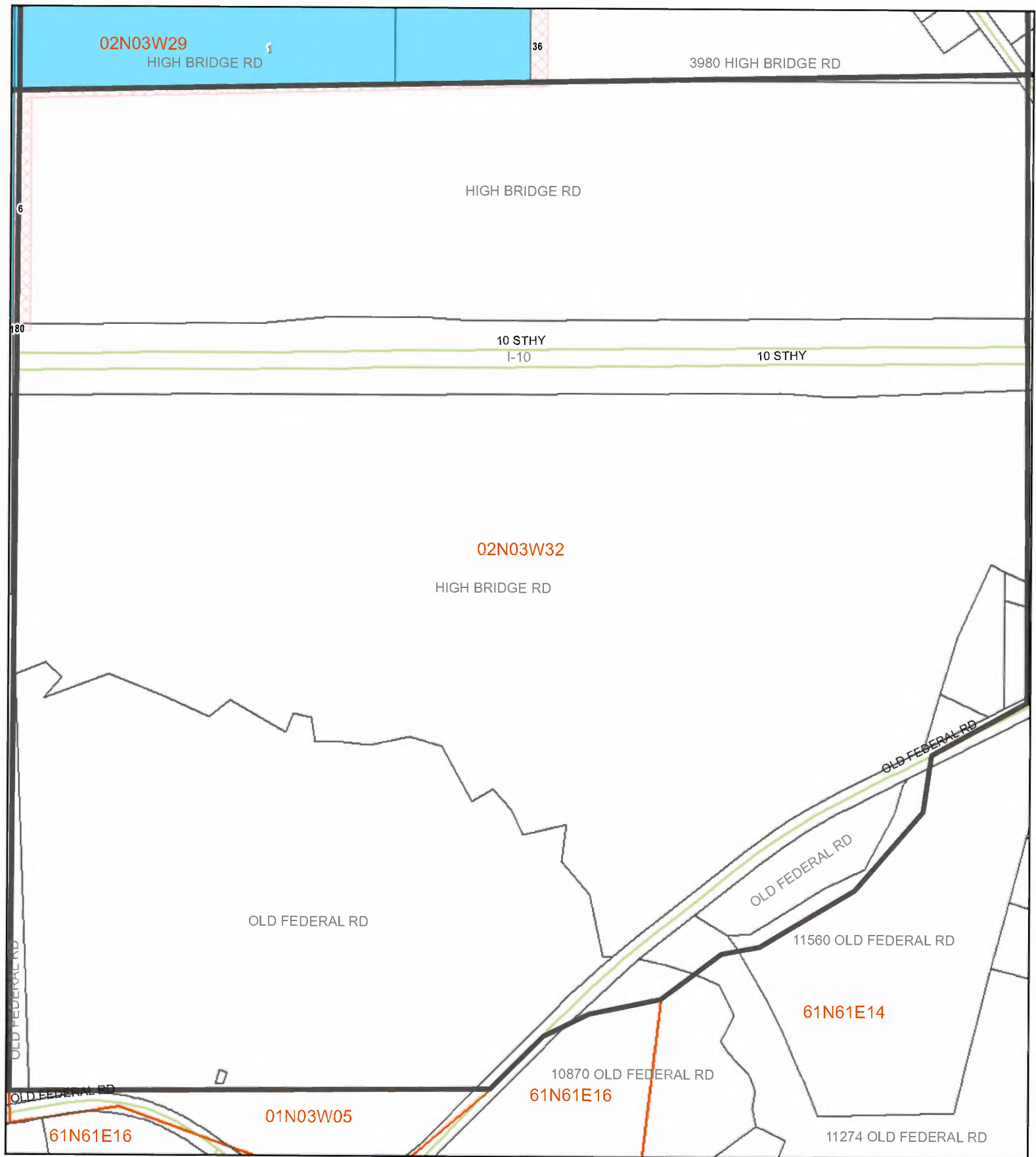


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 31

- City of Quincy Service Territory
- Road
- Section Boundary
- Parcels
- To COQ
- Map Page

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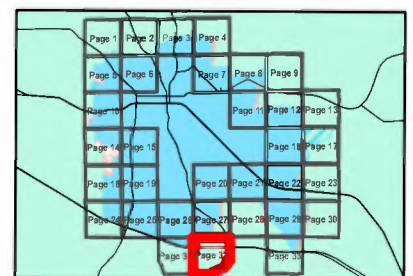


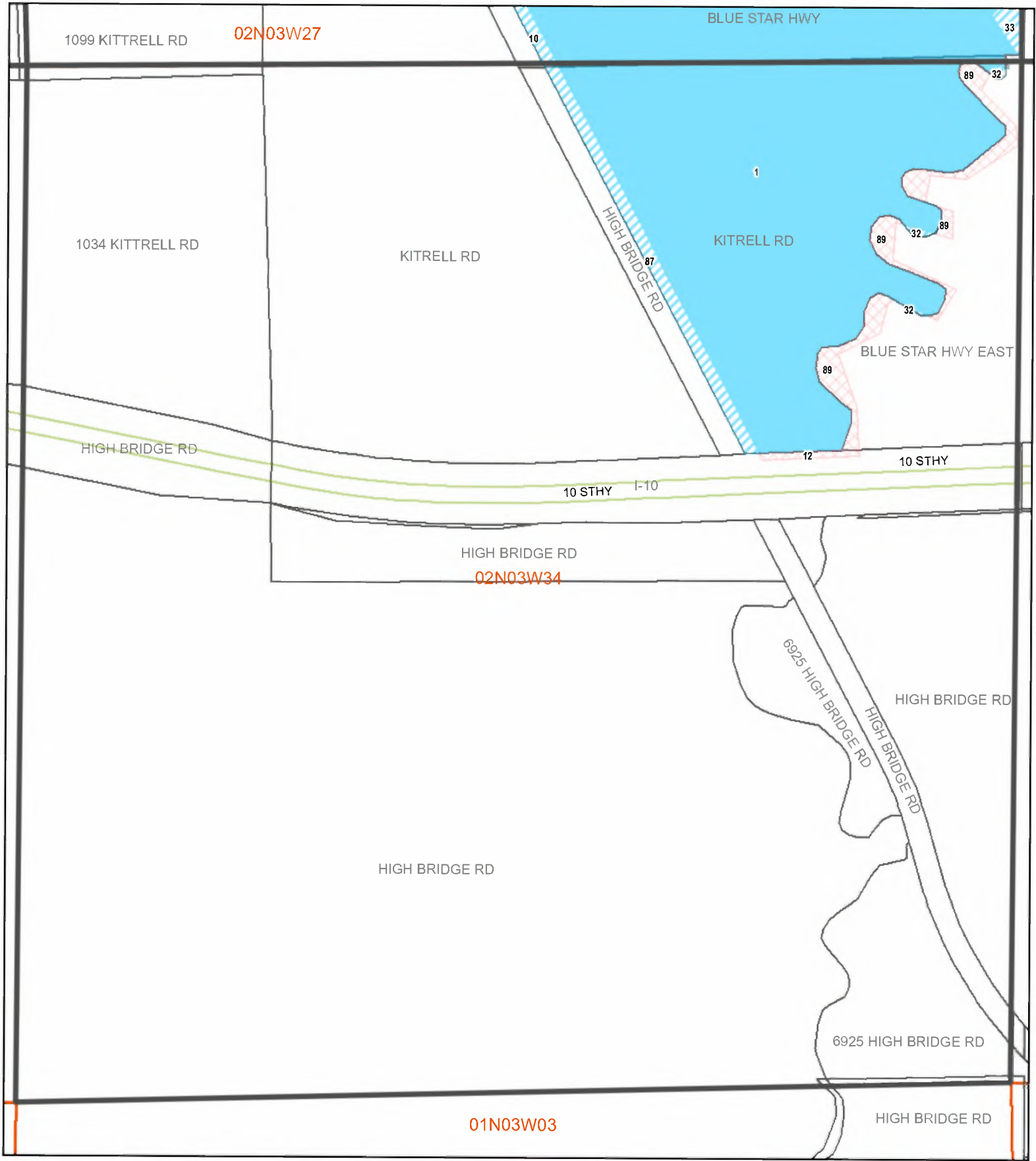


Talquin Electric - City of Quincy
Territorial Boundary Map - Proposed Changes
Map Page 32

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|  | To TEC |  | Section Boundary |
|  | To COQ |  | Parcels |
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Territorial Boundary Map - Proposed Changes
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- City of Quincy Service Territory
- Road
- Section Boundary
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- To TEC
- To COQ

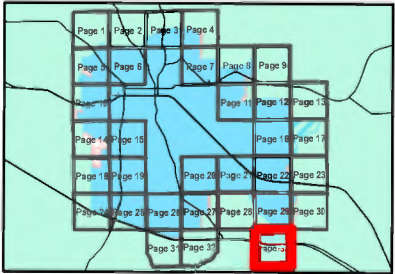
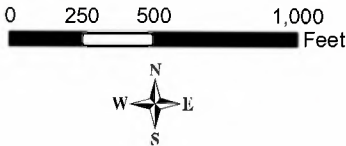


EXHIBIT B
EXTRA-TERRITORIAL CUSTOMERS CURRENTLY
SERVED BY COOPERATIVE AND SUBJECT TO TRANSFER TO CITY

No.	Service Address	Customer Type	County	Parcel ID No.	Detail Map No.
1	1042 Attapulugus Hwy	Residential	Gadsden	2-31-3N-3W-0000-00422-0200	Page 3
2	1042 Attapulugus Hwy	Commercial	Gadsden	Right of Way	Page 3
3	656 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Page 8
4	656 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Page 8
5	95 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-0300	Page 8
6	46 Ball Farm Rd	Residential	Gadsden	3-04-2N-3W-0000-00311-0700	Page 8
7	143 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-1100	Page 8
8	272 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
9	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
10	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
11	52 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0360	Page 8
12	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0390	Page 8
13	1286 Pat Thomas Pkwy	Residential	Gadsden	3-13-2N-4W-0000-00331-0200	Page 15
14	1286 Pat Thomas Pkwy	Residential	Gadsden	3-13-2N-4W-0000-00331-0210	Page 15
15	279 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00433-0200	Page 19
16	239 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00433-0300	Page 19
17	347 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0100	Page 19
18	303 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Page 19
19	331 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Page 19
20	383 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0300	Page 19
21	481 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Page 25
22	481-B Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Page 25
23	425 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00112-0200	Page 25
24	110 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Page 25
25	120 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Page 25
26	92 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0600	Page 25
27	815 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
28	881 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
29	881 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
30	881 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
31	915 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
32	51 Shiloh Church Rd	Commercial	Gadsden	3-25-2N-4W-0000-00321-0100	Page 25
33	155 Research Rd	Commercial	Gadsden	3-25-2N-4W-0000-00400-0000	Page 25
34	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Page 26
35	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Page 26

EXHIBIT C
SAMPLE LETTER TO EXTRA-TERRITORIAL CUSTOMERS REGARDING TRANSFER

September 2, 2025

[Member Name]
[Address]
[City, State, Zip Code]

Re: Talquin Electric Cooperative Account No. _____

Dear Member:

To ensure that electric utilities in Florida, such as Talquin Electric Cooperative, Inc. ("Talquin"), are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing the geographical areas in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid the unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities to serve their customers. Approval of the Florida Public Service Commission is required to ensure these objectives are met.

Talquin and the City of Quincy last entered into a territorial agreement in 1995. Pursuant to the parties' 1995 agreement, your service location is within the City of Quincy's historic service territory. Over the past many years, Talquin has had the pleasure of serving customers in your area on a "temporary" basis pursuant to the terms of the 1995 agreement, with the expectation that the City of Quincy would provide permanent service to your location at a later date. In an effort to efficiently serve the customers in Gadsden County, Talquin will soon enter into a new territorial agreement with the City of Quincy that will largely maintain the same service area boundaries between the utilities established in 1995 and enable each utility to serve its customers more reliably and economically. To that end, the terms of the new territorial agreement call on the City of Quincy to provide electric service in your area; therefore, your account will be transferred to the City of Quincy as soon as practicable.

To provide you with a rate comparison, in July 2025, the [residential/commercial] rate of Talquin for 1,000 KWH was \$_____ (including a Storm Cost Recovery Surcharge). For the same month, the [residential/commercial] rate of City of Quincy for 1,000 KWH was \$_____. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

The new agreement must be approved by the Florida Public Service Commission before it can become effective, and you will have the opportunity prior to that approval to provide your comments to the Commission before making its decision. Written comments regarding this proposed territorial agreement may be sent to the Commission via U.S. Mail or E-mail at the addresses provided below (please be sure to include the docket number in your correspondence):

Office of the Commission Clerk
Re: Docket No. 20250039-EU

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
contact@psc.state.fl.us

If approved by the Commission, you will not need to do anything to initiate this transfer as Talquin and the City of Quincy will handle all of the arrangements on your behalf. If you have a deposit with Talquin, your deposit will be applied to your last electric bill and any surplus will be refunded directly to you. You should not experience any significant disruption of service as a result of this transfer, and you will be notified in the event that anything more than a minimal service interruption is required.

Please contact me if you have any questions or concerns about the proposed transfer of your service to the City of Quincy, or if you would like information about contacting the Commission. You can reach me by phone at (850) 627-7651 Extension 1701 or by email at Tracy.Bensley@talquinelectric.com.

Sincerely,

Tracy Bensley, General Manager
Talquin Electric Cooperative, Inc.

EXHIBIT 2

Redlined Comparison of the Terms of the Original 2025 Agreement

vs. the Amended 2025 Agreement

AMENDED TERRITORIAL AGREEMENT

Section 0.1 THIS TERRITORIAL AGREEMENT (“AGREEMENT”), is made and entered into this ~~26th~~14th day of ~~August~~November, 2025, by and between TALQUIN ELECTRIC COOPERATIVE, INC., an electric cooperative corporation organized and existing under the laws of the State of Florida (herein called the “COOPERATIVE”), and CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida (herein called the “CITY”).

W I T N E S S E T H:

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its Members, governmental agencies, political subdivisions, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to Members in areas of Leon, Liberty, Wakulla, and Gadsden County, Florida; and

Section 0.3 WHEREAS, the CITY, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations, both within and without its corporate limits, and presently furnishes electricity and power to customers in areas of Gadsden County, Florida; and

Section 0.4 WHEREAS, the COOPERATIVE and the CITY were parties to a territorial agreement delineating their respective service territories in Gadsden County, Florida dated March 22, 1995, which was subsequently approved by the Commission in an Order Approving Territorial Agreement Between Talquin Electric Cooperative, Inc., and the City of Quincy (Order No. PSC-95-1522-FOF-EU issued on December 11, 1995 in Docket No. 950532-EU (the “1995

Agreement”). The 1995 Agreement expired as of December 11, 2010; however, from December 2010 to the present, the parties have continued to honor the territorial area prescribed in the Territorial Agreement and the parties are unaware of any unapproved infringements upon either party’s territorial area.; and

Section 0.5 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and

Section 0.6 WHEREAS, the Florida Public Service Commission (the “Commission”) has previously recognized that any such duplication of said service facilities by the parties results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.7 WHEREAS, the parties desire to continue to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

Section 0.8 WHEREAS, the parties desire to enter into a new Agreement better to service their interests and the interests of their respective customers and Members in realizing the planning, operational and customer service benefits provided by their respective electric systems by the properly constructed, approved, and supervised territorial agreement; and

Section 0.9 WHEREAS, in order to accomplish these goals, the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as “Territorial Boundary Lines”, and said meandrous boundary lines define and delineate the retail service areas of the parties in portions of Gadsden County, Florida; and

Section 0.10 WHEREAS, subject to the provisions hereof, the herein defined

“Cooperative Territorial Area” will be allocated to the COOPERATIVE as its service area and the herein defined “City Territorial Area” will be allocated to the CITY as its service area; and

Section 0.11 WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and in the public interest; and

Section 0.12 WHEREAS, the Florida Public Service Commission is empowered by the Florida legislature to approve territorial agreements; and the Commission, as a matter of long-standing regulatory policy, has encouraged retail territorial agreements between electric utilities subject to its jurisdiction based on its findings that such agreements, when properly established and administered by the parties and actively supervised by the Commission, avoid uneconomic duplication of facilities, promote safe and efficient operations by utilities in rendering electric service provided to their customers, and therefore serve the public interest;

Section 0.13 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term “Territorial Boundary Lines” shall mean the boundary line(s) as depicted on the maps attached hereto as Exhibit A-1 which delineate and differentiate the parties’ respective Territorial Areas in Gadsden County. A written description of the territorial boundaries is included in Exhibit A-2 as required by Rule 25-6.0440(1)(a), F.A.C. Maps depicting the changes in the territorial boundaries from the 1995

Agreement to this Agreement are attached hereto as Exhibit A-3.

Section 1.2 Cooperative Territorial Area - As used herein the term “Cooperative Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled in “Cooperative Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.3 City Territorial Area - As used herein the term “City Territorial Area” shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled “City Territorial Area” and more particularly described in Composite Exhibit A.

Section 1.4 New Customers - As used herein, the term “New Customer” shall mean all retail electric consumers applying for service to either CITY or COOPERATIVE after the date of entry of the order from the Florida Public Service Commission contemplated in Section 5.1 of this Agreement.

Section 1.5 Existing Customers – As used herein, the term “Existing Customer” shall mean any person receiving retail electric service from either COOPERATIVE or CITY at the location for which the service is existent on the effective date of this Agreement. The term Existing Customer shall include the widow, widower, or divorced spouse of an Existing Customer who received retail electric service at the same location as of the effective date of this Agreement.

Section 1.6 Person – As used herein, the term “Person” shall have the same inclusive meaning given to it in Section 1.01(3), Florida Statutes (2025).

Section 1.7 Point of Use – As used herein, the term “Point of Use” shall mean the location within the Territorial Area of a party where a customer’s end-use facilities consume electricity, wherein such party shall be entitled to provide retail electric service under this Agreement, irrespective of the customer’s point of delivery where metering is located. The point of use – not

the point of connect or metering – shall be determinative as to who shall be the provider of the electric service under this Agreement.

Section 1.8 Express Distribution Lines – As used herein, the term “Express Distribution Lines” shall mean a line and related facilities, at distribution voltage, that transports power through the other party’s Territorial Area but serves no load within such territory.

Section 1.9 Temporary Service Customers. As used herein, “Temporary Service Customers” shall mean those customers who are being temporarily served under the temporary service provisions of this Agreement.

Section 1.10 Extra Territorial Customers. As used herein, the term “Extra-Territorial Customers” shall mean those customers whose point of use is located within the Territorial Area of one Party, but which are receiving electrical service from the other Party on the Effective Date of this Agreement.

ARTICLE II AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations – The Cooperative Territorial Area, as herein defined, will be exclusively allocated to the COOPERATIVE as its service area for the period of time hereinafter specified; and the City Territorial Area, as herein defined, will be exclusively allocated to the CITY as its service area for the same period; and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary for use at retail in any of the service areas, as herein defined, of the other.

Section 2.2 New Customers - Neither party shall hereafter knowingly serve or offer to serve a New Customer whose Point of Use is located in the Territorial Area of the other party, except as provided in Section 2.3 below.

The parties acknowledge that there are instances where the Territorial Boundary Line will

traverse the property of a New Customer and, in some instances, the information needed to locate the New Customer's various points of use in relation to the Territorial Boundary Line with reasonable certainty may be unavailable or difficult to determine. Therefore, the parties agree that in such event, the Party with the greater portion of the New Customer's property in its Territorial Area, including where the preponderance of the Customer's electric energy usage is expected to occur, shall be entitled to serve all of the New Customer's usage.

Notwithstanding the foregoing, the parties agree that if a distinct phase of a construction development is being constructed at a single period in time and falls on both sides of the Territorial Boundary Line, then the Territorial Boundary Line shall be altered by amendment to this Agreement so that the utility serving the predominant number of customers of that current phase of the construction development would be entitled to serve the entirety of that current phase of the construction development. Any amendment under this Section shall be submitted to the Commission for approval.

Section 2.3 Temporary Service – It shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area; however, the parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a New Customer's Point of Use either cannot or should not be immediately served by the Party in whose Territorial Area the New Customer's Point of Use is located (the "Requesting Party"). In such instances, upon written approval by Requesting Party, the other party (the "Temporary Serving Party") may, in its sole discretion, agree in writing to provide temporary service to such New Customer (the "Temporary Service Customer"), subject to the following terms:

- a) Prior to the commencement of the temporary service, the Requesting Party shall

reimburse the Temporary Serving Party the cost required (including both labor and materials) for the Temporary Serving Party to provide service to the Temporary Service Customer (the “Temporary Service Cost in Aid of Construction”).

- b) Prior to the commencement of the temporary service, the Temporary Serving Party shall inform the Temporary Service Customer of the temporary nature of its service and that the Requesting Party may ultimately serve the New Customer if service can be provided by the Requesting Party within 12-months from the date of commencement of service (the “12-month Temporary Service Period”).
- c) Within the 12-month Temporary Service Period, the Requesting Party may provide written notice of its intent and ability to permanently serve the Temporary Service Customer so long as the effective date of the commencement of service falls within the initial 12-month period. The parties shall coordinate the transfer of the service to minimize the inconvenience to the Temporary Service Customer. Within sixty (60) days of the commencement of permanent service by the Requesting Party to the former Temporary Service Customer, the Temporary Serving Party shall reimburse the Requesting Party for the salvage costs of any materials retained following removal of the facilities less the labor costs incurred to remove the facilities.
- d) The Parties agree that after the 12-month Temporary Service Period, the service is no longer considered “temporary” and the Temporary Serving Party shall be entitled to permanently serve the Temporary Service Customer.
- e) Following the 12-month Temporary Service Period, the Parties agree to jointly petition the Commission to seek approval of an amendment to this Agreement to

amend the Territorial Boundary Lines to reflect the transfer of the parcel being served to the Territorial Area of the Temporary Serving Party that provided 12-months of continuous service to the Temporary Service Customer. Upon approval of the amendment to the Territorial Boundary Lines by the Commission, the former Temporary Serving Party shall notify the former Temporary Service Customer of the permanent status of the service.

- f) Within sixty (60) days after Commission approval of the amended Territorial Boundary Lines, and the Requesting Party shall be entitled to reimbursement of the full amount paid for the Temporary Service Cost in Aid of Construction.

Under no circumstances shall the Requesting Party be entitled to compensation for any loss of revenues for the period during which such temporary service was provided by the Temporary Serving Party.

Notwithstanding the foregoing, it is understood that the COOPERATIVE must furnish its service mainly to its Members in order to preserve its tax-exempt status; therefore, if the proposed recipient of temporary service will not join the COOPERATIVE as a Member, then the COOPERATIVE may decline such request by the CITY when the COOPERATIVE determines that providing such service may jeopardize its tax-exempt status under applicable federal law. Nothing herein shall be construed as requiring either party to provide temporary service within the other parties' Territorial Area in any instance where, in its sole discretion, a party determines that providing such temporary service would be unduly burdensome or inconsistent with the utility's governing law, policies, or financial structure.

Section 2.4 Present Temporary Service Customers – This Agreement is intended to apply to New Customers, as herein defined. It is the parties' intention that, upon the Effective Date, there

will be no active Temporary Service Customers as they will have either been converted to permanent customers based on adjustments made to the parties' respective Territorial Area pursuant to this Agreement or they will be treated as Extra-Territorial Customers pursuant to Article III.

Section 2.5 Referral of Service Request – In the event that a prospective New Customer requests or applies for service from either party to be provided to a Point of Use located in the Territorial Area of the other party, the party receiving the request or application shall advise the prospective New Customer that such service is not permitted under this Agreement and shall refer the prospective New Customer to the other party.

Section 2.6 Non-Solicitation – The parties shall not solicit potential or existing electric utility customers within the other party's Territorial Area.

Section 2.7 Correction of Inadvertent Service Errors – If any situation is discovered during the term of this Agreement in which either party is inadvertently providing retail electric service to a customer's Point of Use located within the Territorial Area of the other party, service to such customer by the proper party will be established at the earliest practicable time, but in any event within twelve (12) months of the date the inadvertent service error was discovered. Until service by the proper party can be reasonably established, the inadvertent service will be deemed to be a temporary service provided and governed in accordance with Section 2.3, above, with the date the inadvertent service error was discovered serving as the commencement date of the 12-month Temporary Service Period.

Section 2.8 Annexation or De-Annexation – The Territorial Boundary Line shall not be affected by any change that may occur in the corporate limits of CITY lying within the Cooperative Territorial Area or the City Territorial Area; provided, however, that those customers with a Point

of Use annexed into the municipal boundaries of the CITY shall be subject to a franchise fee pursuant to any duly adopted franchise ordinance and agreement between the parties.

Section 2.9 Franchise – COOPERATIVE acknowledges CITY's right to require utility providers to enter into an agreement for the payment of a franchise fee to the CITY in exchange for the right of the utility to use the municipal right-of-way to provide utility services. COOPERATIVE agrees to negotiate with the CITY in good faith to enter into a franchise agreement outlining, among other things, the payment of a reasonable fee equal to a percentage of all of the COOPERATIVE's retail sales within the city's corporate limits in exchange for the right to locate the COOPERATIVE's facilities within the municipal right-of-way.

ARTICLE III TRANSFER OF CUSTOMERS AND FACILITIES

Section 3.0 General – The parties agree that all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers' Point of Use is located under this Agreement at the earliest practical time, consistent with sound utility practices and reasonable customer notices. To that end, the parties agree to complete the transfer of all Extra-Territorial Customers within six (6) months of the Effective Date and will notify the Commission in writing if circumstances require additional time to complete the transfer.

The parties have not identified any Extra-Territorial Customers currently served by the CITY and subject to transfer to COOPERATIVE pursuant to this Agreement.

The Extra-Territorial Customers currently served by COOPERATIVE and subject to transfer to CITY pursuant to this Agreement are listed by the service address and/or other identifying factor in Exhibit B, attached hereto.

In accordance with Rule 25-6.0440(1)(d), Florida Administrative Code, the affected customers subject to transfer have been sent written notification of this Agreement and the transfer

provisions described above. Sample copies of the letters providing such notification are attached hereto as Exhibit C, attached hereto.

Section 3.1 Transfer of Related Service Facilities. In conjunction with the transfer of Extra-Territorial Customers pursuant to Section 3.0 above, the receiving party may elect to purchase certain electric distribution facilities of the transferring party used exclusively for providing electric service to the transferred customers in exchange for payment of an amount to be determined in accordance with Section 4.3 below. COOPERATIVE affirms that it is willing to sell certain of its electric distribution facilities used exclusively for providing electric service to the transferred customers to the CITY, subject to the COOPERATIVE's right to exclude specific equipment or facilities from the sale for retention by the COOPERATIVE.

Section 3.2 Transfer Closings. For each transfer the parties shall mutually agree on a closing date within six (6) months of the Effective Date, allowing sufficient time for the parties to notify the customers, identify any facilities to be transferred, determine the compensation for transferred facilities, and to prepare the appropriate closing statements, assignments and other instruments to transfer and convey the transferring party's interest in the electric distribution facilities to the receiving party pursuant to Section 3.1 above.

Section 3.3 Transfer Instruments. For each transfer made under this Article III, the transferring party will make, execute, and deliver to the receiving party a conveyance, deed, or other instrument of transfer, as is appropriate, in order to convey all rights, titles, and interests of the transferring party in any facilities, rights-of-way, easements, road permits, or other rights to the receiving party. Notwithstanding anything to the contrary herein, all payments related to the transfer of any electric distribution facilities shall be made at the time of closing under Section 3.2.

ARTICLE IV
OPERATION AND MAINTENANCE

Section 4.1 Facilities to Remain - All Generating Plant, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party in conjunction with their respective electric utility systems, and which are directly or indirectly used and useful in serving customers in their respective service area, shall be allowed to remain where situated and shall not be subject to removal hereunder; provided, however, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 4.2 Joint Use - The parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities, in which event such arrangements shall be made by separate instruments incorporating prudent engineering practices and providing proper clearances with respect thereto.

Section 4.3 Compensation for Transferred Facilities – This Section shall only apply in the event facilities must be transferred from one party to the other and the compensation amount for those facilities has not already been expressly determined by this Agreement. In those circumstances, the receiving party shall compensate the transferring party for the electric distribution facilities used exclusively for providing electric service to the transferred customers in an amount based upon the replacement cost (new) at the time of the proposed transfer, less (i) depreciation calculated on a 30-year straight-line basis over the life of the asset (facility) as determined from the transferring party's books and records and (ii) any costs incurred by the transferring party for the reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices.

Section 4.4 Time of Payment – All payments from the receiving party to the transferring party determined in accordance with this Section shall be made in cash within sixty (60) days of the presentation of an invoice from the transferring party.

Section 4.5 Transfer Instruments – For each transfer made under this Agreement, the transferring party will make, execute, and deliver to the receiving party a conveyance, deed or other instrument of transfer, as is appropriate, in order to convey all rights, titles and interests of the transferring party in any facilities, right-of-way, easements, road permits, or other rights to the receiving party.

Section 4.6 RUS Approval – The parties acknowledge that a property transfer from COOPERATIVE to CITY may be subject to approval and release from security documents by the United States of American Department of Agriculture and Rural Utilities Service (“RUS”) or other lenders. All property transferred from COOPERATIVE to CITY under this Agreement shall be free and clear of all liens and encumbrances. For the avoidance of any doubt, the parties acknowledge and agree that no debts or obligations of the COOPERATIVE shall transfer to the CITY as part of the transfer of any property pursuant to this Agreement.

Section 4.7 Express Distribution Lines – Nothing herein shall be construed to prevent or in any way prohibit the right of each party to maintain any existing Express Distribution Lines within the Territorial Area of the other party. The future construction of any Express Distribution Lines through the other party’s Territorial Area must be pre-approved by the party with the rights to the Territorial Area through which the proposed Express Distribution Line will traverse.

ARTICLE V PREREQUISITE APPROVAL

Section 5.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission; and appropriate

approval by that body of the provisions of this Agreement shall be an absolute condition precedent to the validity, enforceability, and applicability hereof. This Agreement shall have no effect whatsoever until that approval has been obtained and the date of the Commission's Order, if any, granting approval of this Agreement shall be deemed the effective date of this Agreement. Any proposed modification to this Agreement shall be submitted to the Commission for approval. In addition, the parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this Agreement or the parties' performance of this Agreement.

Section 5.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 5.1, is not obtained, neither party will have an action against the other arising under this Agreement.

Section 5.3 Supersedes Prior Agreements – Upon its approval by the Commission, this Agreement shall be deemed to specifically supersede all prior agreements between the parties defining the boundaries of their respective Territorial Areas within Gadsden County, Florida.

ARTICLE VI DURATION

Section 6.1 Term – This Agreement shall continue and remain in effect for a period of thirty (30) years from the date of the rendering of the Florida Public Service Commission's Order approving this Agreement pursuant to Section 5.1. Upon the expiration of the initial thirty (30) year Term, this Agreement shall automatically renew for successive one-year renewal terms. Either party may terminate this Agreement, provided that such termination becomes effective after the initial thirty (30) year term by providing notice of termination to the other party no fewer than twelve (12) months prior to the effective date of the termination. The notice shall be provided in accordance with Section 8.3 and shall state the effective date of termination.

ARTICLE VII
CONSTRUCTION OF AGREEMENT

Section 7.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to further this State's policy for actively regulating and supervising the service territories of electric utilities; supervising the planning, development, and maintenance of a coordinated electric power grid throughout Florida, avoiding uneconomic duplication of generation, transmission, and distribution facilities; and encouraging the installation and maintenance of facilities necessary to fulfill the parties' respective obligations to serve.

Section 7.2 Other Electric Utilities – Nothing in this Agreement is intended to define, establish, or affect in any manner the rights of either party hereto relative to any other electric utility not a party to this Agreement with respect to furnishing of retail electric service, including, but not limited to, the service territory of either party hereto relative to the service territory of any other electric utility not a party to this Agreement.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Negotiations - Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only ones agreed upon are those set forth herein; and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing signed by both parties and attached hereto.

Section 8.2 Successors and Assigns - Nothing in this Agreement expressed or implied is

intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions herein contained which shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 8.3 Notices - Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid, to: General Manager, Talquin Electric Cooperative, Inc., P.O. Box 1679, Quincy, Florida 32353; and to the CITY if mailed by certified mail, postage prepaid, to: City Manager, City of Quincy, 404 West Jefferson Street, Quincy, Florida 32351.

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

Section 8.4 Public Records – COOPERATIVE is not a public agency nor is it acting on behalf of a public agency under this Agreement. COOPERATIVE, however, acknowledges and agrees that CITY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of any public records created under this Agreement.

Section 8.5 Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to be one and same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other means shall have the same effect as the delivery of manually signed documents in person.

IN WITNESS WHEREOF, as of the day and year first above written, this Agreement has been executed in duplicate by the COOPERATIVE in its name by its President, and its corporate seal hereto affixed by the Secretary of the COOPERATIVE, ~~and~~ with the authorization and approval of the COOPERATIVE's Board at a meeting held on November 14, 2025, and by the

CITY in its name by its City Manager, ~~duly authorized thereto by a resolution of the City Commission adopted on the ____ day of ____ 2025, and~~ and its corporate seal hereto affixed and attested by the City Clerk, with the authorization and approval of the CITY's Commission at a meeting held on the 13th day ~~and year first above written;~~ of November 2025.; and one of said duplicate copies has been delivered to each of the parties hereto.

(Corporate Seal)

ATTEST:

By: _____
William VanLandingham
Secretary

(Corporate Seal)

ATTEST:

By _____
~~Janice Shackelford~~
City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By _____
Gary Roberts
City Attorney

TALQUIN ELECTRIC COOPERATIVE,
INC. CITY OF QUINCY

By _____ By _____
Joseph Alexander Dr. Beverly Nash
President Mayor

EXHIBIT A-1
BOUNDARY LINE MAP

Approved By:

Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
~~Interim City Manager~~Utilities Director, City of Quincy, Florida

EXHIBIT A-2
BOUNDARY LINE WRITTEN DESCRIPTION

Approved By:

Tracy Bensley
General Manager, Talquin Electric Cooperative, Inc.

Richard Ash
~~Interim City Manager~~Utilities Director, City of Quincy, Florida

EXHIBIT A-3

MAPS DEPICTING CHANGES IN TERRITORIAL BOUNDARY LINES FROM 1995
TERRITORIAL AGREEMENT TO 2025 TERRITORIAL AGREEMENT

EXHIBIT B
EXTRA-TERRITORIAL CUSTOMERS CURRENTLY
SERVED BY COOPERATIVE AND SUBJECT TO TRANSFER TO CITY

No.	Service Address	Customer Type	County	Parcel ID No.	Detail Map No.
1	1042 Attapulugus Hwy	Residential	Gadsden	2-31-3N-3W-0000-00422-0200	Page 3
2	1042 Attapulugus Hwy	Commercial	Gadsden	Right of Way	Page 3
3	656 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Page 8
4	656 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0000-00144-0500	Page 8
5	95 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-0300	Page 8
6	46 Ball Farm Rd	Residential	Gadsden	3-04-2N-3W-0000-00311-0700	Page 8
7	143 Alford St	Residential	Gadsden	3-04-2N-3W-0000-00311-1100	Page 8
8	272 Pt Milligan Rd	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
9	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
10	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0590-00000-0100	Page 8
11	52 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0360	Page 8
12	28 Hillside Dr	Residential	Gadsden	3-04-2N-3W-0600-00000-0390	Page 8
13	709 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Page 14
14	755 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Page 14
15	783 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00432-0000	Page 14
16	637 Cox Ln	Residential	Gadsden	3-14-2N-4W-0000-00433-0000	Page 14
17 <u>13</u>	1286 Pat Thomas Pkwy	Residential	Gadsden	3-13-2N-4W-0000-00331-0200	Page 15
18 <u>14</u>	1286 Pat Thomas Pkwy	Residential	Gadsden	3-13-2N-4W-0000-00331-0210	Page 15
19	555 Cox Ln	Residential	Gadsden	3-23-2N-4W-0000-00120-0500	Page 18
20	555 Cox Ln	Residential	Gadsden	3-23-2N-4W-0000-00120-3400	Page 18
21 <u>15</u>	279 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00433-0200	Page 19
22 <u>16</u>	239 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00433-0300	Page 19
23 <u>17</u>	347 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0100	Page 19
24 <u>18</u>	303 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Page 19
25 <u>19</u>	331 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0200	Page 19
26 <u>20</u>	383 Walsh Rd	Residential	Gadsden	3-24-2N-4W-0000-00434-0300	Page 19
27 <u>21</u>	481 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Page 25
28 <u>22</u>	481-B Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00111-0100	Page 25
29 <u>23</u>	425 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00112-0200	Page 25
30 <u>24</u>	110 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Page 25
31 <u>25</u>	120 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0500	Page 25
32 <u>26</u>	92 Richlander Ln	Residential	Gadsden	3-25-2N-4W-0000-00112-0600	Page 25
33 <u>27</u>	815 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
34 <u>28</u>	881 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
35 <u>29</u>	881 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
36 <u>30</u>	881 Walsh Rd	Residential	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
37 <u>31</u>	915 Walsh Rd	Commercial	Gadsden	3-25-2N-4W-0000-00141-0100	Page 25
38 <u>32</u>	51 Shiloh Church Rd	Commercial	Gadsden	3-25-2N-4W-0000-00321-0100	Page 25
39 <u>33</u>	155 Research Rd	Commercial	Gadsden	3-25-2N-4W-0000-00400-0000	Page 25
40 <u>34</u>	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Page 26
41 <u>35</u>	Walsh Rd	Commercial	Gadsden	3-30-2N-3W-0000-00320-0000	Page 26

EXHIBIT C
SAMPLE LETTER TO EXTRA-TERRITORIAL CUSTOMERS REGARDING TRANSFER

[Date]

[Member Name]

[Address]

[City, State, Zip Code]

Re: Talquin Electric Cooperative Account No. _____

Dear Member:

To ensure that electric utilities in Florida, such as Talquin Electric Cooperative, Inc. ("Talquin"), are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing the geographical areas in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid the unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities to serve their customers. Approval of the Florida Public Service Commission is required to ensure these objectives are met.

Talquin and the City of Quincy last entered into a territorial agreement in 1995. Pursuant to the parties' 1995 agreement, your service location is within the City of Quincy's historic service territory. Over the past many years, Talquin has had the pleasure of serving customers in your area on a "temporary" basis pursuant to the terms of the 1995 agreement, with the expectation that the City of Quincy would provide permanent service to your location at a later date. In an effort to efficiently serve the customers in Gadsden County, Talquin will soon enter into a new territorial agreement with the City of Quincy that will largely maintain the same service area boundaries between the utilities established in 1995 and enable each utility to serve its customers more reliably and economically. To that end, the terms of the new territorial agreement call on the City of Quincy to provide electric service in your area; therefore, your account will be transferred to the City of Quincy as soon as practicable.

To provide you with a rate comparison, in July 2025, the [residential/commercial] rate of Talquin for 1,000 KWH was \$_____ (including a Storm Cost Recovery Surcharge). For the same month, the [residential/commercial] rate of City of Quincy for 1,000 KWH was \$_____. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

The new agreement must be approved by the Florida Public Service Commission before it can become effective, and you will have the opportunity prior to that approval to provide your comments to the Commission before making its decision. Written comments regarding this proposed territorial agreement may be sent to the Commission via U.S. Mail or E-mail at the addresses provided below (please be sure to include the docket number in your correspondence):

Office of the Commission Clerk
Re: Docket No. 20250039-EU

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
contact@psc.state.fl.us

If approved by the Commission, you will not need to do anything to initiate this transfer as Talquin and the City of Quincy will handle all of the arrangements on your behalf. If you have a deposit with Talquin, your deposit will be applied to your last electric bill and any surplus will be refunded directly to you. You should not experience any significant disruption of service as a result of this transfer, and you will be notified in the event that anything more than a minimal service interruption is required.

Please contact me if you have any questions or concerns about the proposed transfer of your service to the City of Quincy, or if you would like information about contacting the Commission. You can reach me by phone at (850) 627-7651 Extension 1701 or by email at Tracy.Bensley@talquinelectric.com.

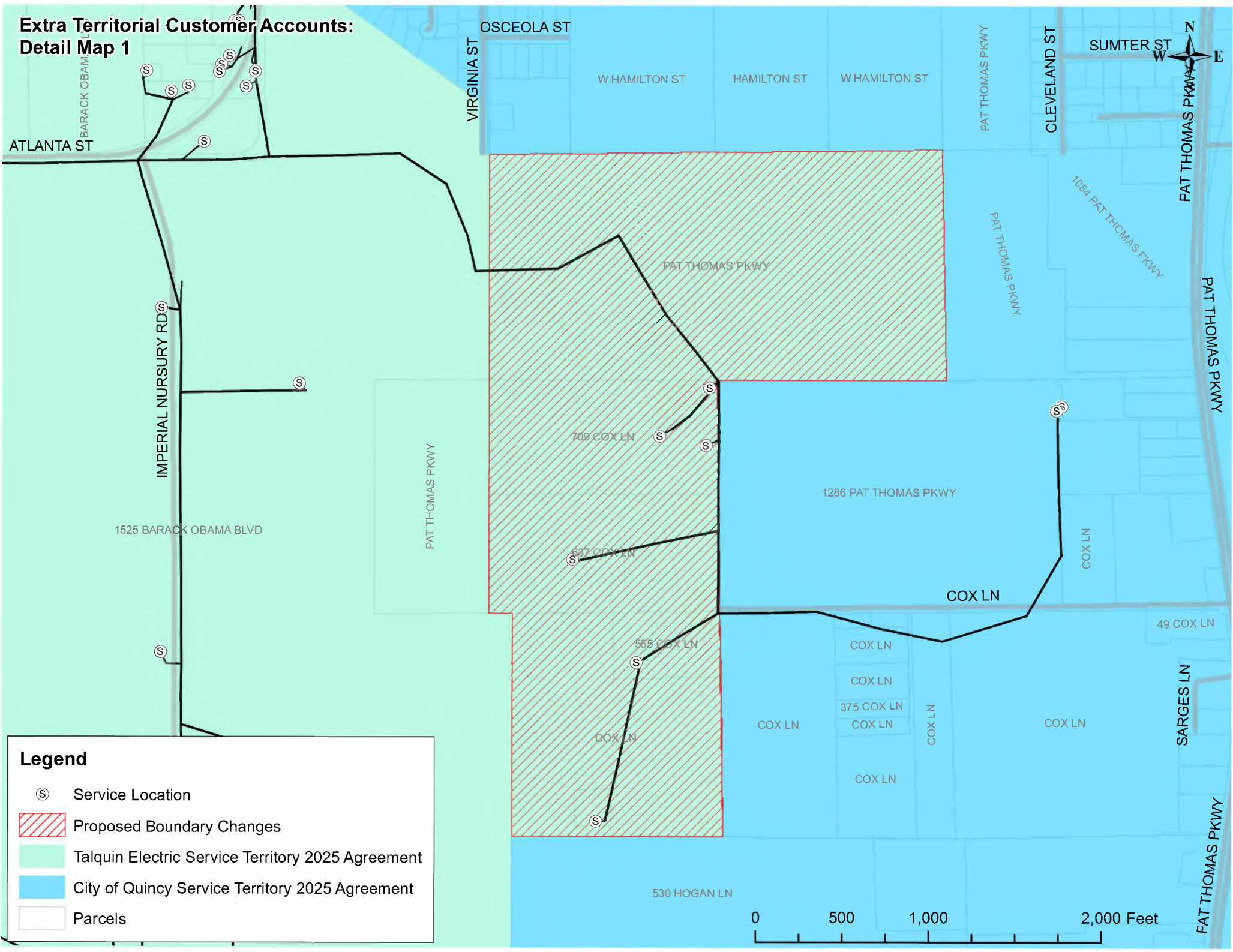
Sincerely,

Tracy Bensley, General Manager
Talquin Electric Cooperative, Inc.

EXHIBIT 3

Detailed Map Identifying the Parties' Agreed Upon Changes to the Proposed Territorial Boundaries in the Original 2025 Agreement Compared to the Amended 2025 Agreement

Extra Territorial Customer Accounts: Detail Map 1



0 500 1,000 2,000 Feet