



ORIGINAL

JAMES A. MCGEE
ASSOCIATE GENERAL COUNSEL
PROGRESS ENERGY SERVICE COMPANY, LLC

04 DEC 20 AM 10:03

December 17, 2004

COMMISSION
CLERK

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

041413-EU

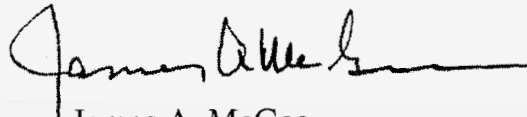
Re: Joint Petition of Central Florida Electric Cooperative and
Progress Energy Florida for approval of an amended territorial
agreement in Levy and Marion Counties.

Dear Ms. Bayó:

Enclosed for filing are an original and seven copies of the subject Joint
Petition.

Please acknowledge your receipt of the above filing on the enclosed copy of
this letter and return to the undersigned. A 3½ inch diskette containing the above-
referenced document in Word format is also enclosed. Thank you for your assistance
in this matter.

Very truly yours,


James A. McGee

JAM/scc
Enclosures

cc: Gregory V. Beauchamp, Esquire

Maps forwarded to ECR + GCL.

04 DEC 20 AM 9:30
DISTRIBUTION CENTER

DOCUMENT NUMBER-D

13301 DEC 20

FPSC-COMMISSION CL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of Central Florida Electric Cooperative and Progress Energy Florida for approval of an amended territorial agreement in Levy and Marion Counties.

Docket No. 041413-21

Submitted for filing:
December 17, 2004

JOINT PETITION

Joint Petitioners, Central Florida Electric Cooperative, Inc., ("Central Florida") and Progress Energy Florida, Inc., ("Progress Energy") pursuant to Section 366.04(2)(d), Florida Statutes, and Rule 25-6.0440, Florida Administrative Code, hereby jointly petition the Florida Public Service Commission (the "Commission") for approval of an amended and restated territorial agreement between the parties in Levy and Marion Counties, Florida.

In support hereof, Joint Petitioners state as follows:

1. All notices and pleadings in this matter should be served on the following:

For Central Florida:

General Manager,
Central Florida Electric Cooperative, Inc.
1124 N. Young Boulevard
Chiefland, Florida 32644
Facsimile 352-493-4499

For Progress Energy:

President,
Progress Energy Florida, Inc.
100 Central Avenue (33701)
P.O. Box 14042 (33733)
St. Petersburg, Florida
Facsimile 727-820-5940

2. Joint Petitioners are electric utilities as defined in Section 366.02(2), Florida Statutes, and are subject to jurisdiction of the Commission with respect to territorial agreements and territorial disputes pursuant to Section 366.04(2)(d) and (e), Florida Statutes. Central Florida's principal offices are located at 1124 N.

DOCUMENT NUMBER- 041413-21
13301 DEC 20 2004

FPSC-COMMISSION CLERK

Young Boulevard, Chiefland, Florida 32644. Progress Energy's principal offices are located at 100 Central Avenue, St. Petersburg, Florida 33701.

3. Central Florida and Progress Energy are parties to a currently effective territorial agreement dated December 20, 1993, and approved by the Commission in Order No. PSC-94-0799-AS-EU, issued June 28, 1994 in Docket No. 920659-EU (the Current Agreement), which delineates the Parties respective service territories in Levy and Marion Counties, and allocates the former service territory of Central Florida in Citrus County to Progress Energy. On December 16, 2004, Central Florida and Progress Energy entered into an amended territorial agreement (the "Amended Agreement") that restates and replaces the Current Agreement and re-establishes their service territories in Levy and Marion Counties. The effectiveness of the Amended Agreement is expressly conditioned upon approval by the Commission in its entirety. A copy of the Amended Agreement, including detailed maps depicting the territorial boundary line, is appended as Attachment 1 to this joint petition.

4. The Amended Agreement retains the same term as the Current Agreement, *i.e.*, 20 years from the date of that Agreement's approval by the Commission, or June 28, 2014. The respective service territories of the parties are largely the same as under the Current Agreement, with the exception of several modifications to the territorial boundary line intended to provide the parties further operational efficiencies and customer service improvements in their respective service territories. In addition to the detailed maps included as

Exhibit A to the Amended Agreement, official General Highway County maps for Levy and Marion Counties depicting the Territorial Boundary Line are appended hereto as Attachment 2.

5. The Amended Agreement provides for the transfer of all Extra-Territorial Customers to the party in whose service territory such customers are located. The parties expect that all such transfers and related service facilities will be completed within 36 months of the Commission's order approving the Amended Agreement. The parties are agreeable to submitting annual reports on the status of these customer and related facilities transfers if that is the Commission's desire, and will provide the Commission advance notification if extenuating circumstances require additional time to complete the transfers. The names and service addresses of the Extra-Territorial Customers subject to transfer are listed in Exhibit B to the Amended Agreement, which includes 7 customers to be transferred from Central Florida to Progress Energy and 190 customers to be transferred from Progress Energy to Central Florida.

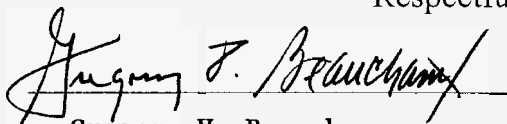
6. Prior to the filing of this Joint Petition, all Extra-Territorial Customers subject to transfer have been sent written notification of the Amended Agreement between Central Florida and Progress Energy, the transfer provisions described above, the necessity of Commission approval, and their opportunity to be heard in this regard. A sample copy of the letter providing such notification to the affected Extra-Territorial Customers is appended hereto as Attachment 3. As of the time of filing, no responses to the notification letter have been received. A summary

of the responses ultimately received, if any, will be provided by supplemental filing.

7. The parties represent that approval of the Amended Agreement will not cause a decrease in the reliability of electrical service to the existing or future customers of either utility. To the contrary, the parties believe that approval of the Amended Agreement and the transfer of Extra-Territorial Customers to the utility in whose service area they are located, thereby enabling the utilities to plan and operate their systems more efficiently, will serve to improve reliability, further the objective of eliminating unnecessary duplication of facilities, and promote the Commission's long-standing policy of encouraging territorial agreements between and among Florida's electric utilities.

WHEREFORE, Central Florida and Progress Energy jointly request that the Commission grant this Joint Petition and approve the Territorial Agreement between the parties, as set forth in Attachment 1 hereto.

Respectfully submitted,



Gregory V. Beauchamp

Cooperative Attorney

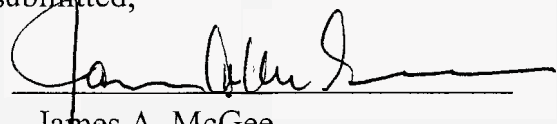
P.O. Box 1129

Chiefland, FL 32644

Telephone: 352-493-1458

Facsimile: 352-493-1378

Attorney for
CENTRAL FLORIDA ELECTRIC
COOPERATIVE, INC.



James A. McGee

Associate General Counsel

Progress Energy Service Co., LLC

Post Office Box 14042

St. Petersburg, Florida 33733-4042

Telephone: 727-820-5184

Facsimile: 727-820-5519

Attorney for
PROGRESS ENERGY FLORIDA, INC.

ATTACHMENT 1

**AMENDED TERRITORIAL AGREEMENT
between
Central Florida Electric Cooperative
and Progress Energy Florida**

AMENDED TERRITORIAL AGREEMENT

Section 0.1: CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC. (the "COOPERATIVE"), and PROGRESS ENERGY FLORIDA, INC., formerly Florida Power Corporation, (the "COMPANY") (collectively, the "Parties") enter into this Amended Territorial Agreement (the "Amended Agreement") on this 16th day of December, 2004.

WITNESSETH:

Section 0.2: WHEREAS, the COOPERATIVE and the COMPANY are each authorized, empowered and obligated by their corporate charter and laws of the State of Florida to furnish retail electric service to persons upon request within their respective service areas: and

Section 0.3: WHEREAS, the COOPERATIVE and the COMPANY are parties to a currently effective territorial agreement dated December 20, 1993, and approved by the Commission in Order No. PSC-94-0799-AS-EU, issued June 28, 1994 in Docket No. 920659-EU (the Current Agreement), which delineates the Parties respective service territories in Levy and Marion Counties, Florida, and allocates the former service territory of the COOPERATIVE in Citrus County, Florida, to the COMPANY; and

Section 0.4: WHEREAS, the Parties desire to amend and restate the Current Agreement in its entirety through this Amended Agreement in order to gain further operational efficiencies and customer service improvements in their respective retail service territories in Levy and Marion Counties, while continuing to eliminate the circumstances giving rise to the uneconomic duplication of service facilities and hazardous situations that the Current Agreement was intended to avoid.

Section 0.5: NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereby agree to amend and restate the Current Agreement as follows:

ARTICLE I DEFINITIONS

Section 1.1: Territorial Boundary Line(s). As used herein, the term "Territorial Boundary Line(s)" shall mean the boundary line(s) depicted on the maps attached hereto as Composite Exhibit A which delineate and differentiate the Parties' respective Territorial Areas in Levy and Marion Counties.

Section 1.2 Cooperative Territorial Area. As used herein, the term "Cooperative Territorial Area" shall mean the geographic areas in Levy and Marion Counties allocated to the COOPERATIVE as its retail service territory and labeled as "CFEC Territorial Area" or "CFEC" on the maps contained in Composite Exhibit A. The COOPERATIVE will have no retail service territory in Citrus County

Section 1.3 Company Territorial Area. As used herein, the term "Company Territorial Area" shall mean the geographic areas in Citrus, Levy and Marion Counties allocated to the COMPANY as its retail service territory and labeled as "PEF Territorial Area" or "PEF" on the maps contained in Composite Exhibit A.

Section 1.4: 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, which such Party shall be entitled to provide under this Amended Agreement, irrespective of where the customer's point of connection or metering is located.

Section 1.5: New Customers. As used herein, the term "New Customers" shall mean all customers applying for retail electric service after the Effective Date of this Amended Agreement at a Point of Use in the Territorial Area of either Party.

Section 1.6: Extra-Territorial Customers. As used herein, the term "Extra-Territorial Customers" shall mean all retail electric customers with a Point of Use located in the Territorial Area of one Party but who are receiving service from the other Party on the Effective Date of this Amended Agreement.

Section 1.7: Commission. As used herein, the term "Commission" shall mean the Florida Public Service Commission.

Section 1.8: Effective Date. As used herein, the term "Effective Date" shall mean the date of the Commission's final order granting approval of this Amended Agreement in its entirety.

ARTICLE II RETAIL ELECTRIC SERVICE

Section 2.1: In General. Except as otherwise specifically provided herein, the COOPERATIVE shall have the exclusive authority to furnish retail electric service within the Cooperative Territorial Area and the COMPANY shall have the exclusive authority to furnish retail electric service in the Company Territorial Area. The Territorial Boundary Line shall not be affected by any change that may occur in the corporate limits of any municipality lying within the Cooperative Territorial Area or the Company Territorial Area.

Section 2.2: Service to New Customers. The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose Point of Use is

located within the Territorial Area of the other Party, except as specifically provided in Sections 2.3 and 4.4 below.

Section 2.3: Temporary Service. 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 such Point of Use is located. In such instances, upon written request by the Party in whose Territorial Area the New Customer's Point of Use is located, the other Party may, in its sole discretion, agree in writing to temporarily provide service to such Point of Use until such time as the requesting Party provides written notice of its intent to serve the Point of Use. The other Party shall inform the customer of the temporary nature of such service. Any such agreement for temporary service which lasts, or is anticipated to last, for more than one year shall be submitted to the Commission for approval in accordance with Section 5.1 hereof. The Party providing temporary service hereunder shall not be required to pay the other Party for any loss of revenue associated with the provision of such temporary service.

Section 2.4: 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 Amended Agreement as approved by the Commission, and shall refer the prospective New Customer to the other Party.

Section 2.5: Correction of Inadvertent Service Errors. If any situation is discovered during the term of this Amended Agreement in which either Party is

inadvertently providing retail electric service to a Point of Use located within the service area of the other Party, service to such Point of Use will be transferred to the other Party. Until such transfer can be completed, the service provided by the Party inadvertently serving the Point of Use will be deemed temporary in accordance with the provisions of Section 2.3 above, which the serving Party shall accept. The electric facilities of the transferring Party used solely to provide electric service to the Point of Use subject to such transfer may also be transferred, at the option of the other Party, in return for compensation determined in accordance with Section 3.3.2 below. Any such transfer shall be completed within 12 months of the discovery of the inadvertent error.

ARTICLE III TRANSFER OF CUSTOMERS

Section 3.1: In General. In order to achieve the operational efficiencies and other benefits contemplated by this Amended Agreement in a timely manner, all Extra-Territorial Customers shall be transferred to the Party in whose Territorial Area such customers are located at the earliest practical time, consistent with sound utility practices and reasonable customer notice. The Parties expect the transfer of Extra-Territorial Customers to be completed within 36 months from the Effective Date and will notify the Commission in writing if circumstances require additional time to complete the transfer. The Extra-Territorial Customers subject to transfer hereunder are listed by name and service address on Exhibit B hereto.

Section 3.2: Transfer of Facilities. Upon the transfer of Extra-Territorial Customers pursuant to Section 3.1 above, the receiving Party may elect to purchase the facilities of the transferring Party related exclusively to serving the Extra-Territorial Customers for an amount determined in accordance with Section 3.3.2 below.

Section 3.3: Compensation for Transferred Customers and Facilities.

Section 3.3.1: Going Concern Value. The receiving Party shall pay to the transferring Party for each customer account transferred an amount equal to two (2) multiplied by (a) the transferring Party's total revenues from the sale of electric service (including the customer, fuel and demand charges but excluding taxes and fees) to such account during the most recent 12 complete billing months available at the time of transfer, or (b) if service was provided for less than 12 complete billing months, the average monthly amount of such revenues multiplied by 12. In the case of a customer account that was not billed for any part of the preceding 12 billing months, the amount to be paid for the transfer of such account shall be the transferring Party's prevailing average annual amount of such revenues from customers of the same class (*i.e.*, residential, commercial, etc.), multiplied by 2. In addition, the same compensation methodology shall be followed for the total revenues (including pole rental and fixture maintenance charges) of each transferred street or security lighting account.

Section 3.3.2: Cost of Facilities. If service facilities are transferred pursuant to Sections 2.5 or 3.2 above, the receiving Party shall compensate the transferring Party in an amount based upon the replacement cost (new), less depreciation calculated on a straight line basis over the life of the asset (facility) as determined from the transferring Party's books and records, and the cost to the transferring Party for reintegration of its remaining system to the extent such reintegration costs are reasonably required by sound utility practices. The replacement cost shall be determined by applying a cost escalator such as the Handy Whitman Index or a common engineering cost estimation methodology.

Section 3.3.3: 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 30 days of the related transfer.

Section 3.3.4: Transfer Instruments. For each transfer, 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.

ARTICLE IV OPERATION AND MAINTENANCE

Section 4.1: Facilities to Remain. No generating plant, transmission line, substation, distribution line or related equipment, except as provided in Article III above, shall be subject to transfer or removal hereunder; provided, however, that each Party shall operate and maintain its lines and facilities in such a manner as to minimize any interference with the operations of the other Party.

Section 4.2: COOPERATIVE Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of the COOPERATIVE to serve any COOPERATIVE facility located in the Company Territorial Area which facility is used exclusively in connection with the COOPERATIVE'S business as an electric utility; provided, however, that the COOPERATIVE shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of the COMPANY in the Company Territorial Area.

Section 4.3: COMPANY Facilities to be Served. Nothing herein shall be construed to prevent or in any way inhibit the right and authority of the COMPANY to serve any COMPANY facility located in the Cooperative Territorial Area which facility is used exclusively in connection with the COMPANY'S business as an electric utility; provided, however, that the COMPANY shall construct, operate, and maintain said lines and facilities in such manner as to minimize any interference with the operation of the COOPERATIVE in the Cooperative Territorial Area.

Section 4.4: Retail Service at Facility Sites. Where either Party serves any of its facilities located in the Territorial Area of the other Party pursuant to Sections 4.2 or 4.3 above, such Party may provide limited retail service on the site of the facility to prevent potential safety hazards or unsound operating conditions that would result from the construction and maintenance of lines and related facilities by the other Party to provide retail service at the site. As used in this section, limited retail service shall mean no more than three separate retail accounts with a combined load of 25 kW or less at any such site.

**ARTICLE V
PREREQUISITE APPROVAL**

Section 5.1: Commission Approval. The provisions and the Parties' performance of this Amended Agreement are subject to the regulatory authority of the Commission, and appropriate approval by that body of this Amended Agreement in its entirety shall be an absolute condition precedent to the validity, enforceability and applicability hereof. This Amended Agreement shall have no effect whatsoever until such approval has been obtained. Any proposed modification to this Amended 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 Amended Agreement or the Parties' performance hereunder.

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 any claim against the other arising under this Amended Agreement.

Section 5.3: Supersedes Prior Agreements. Upon approval by the Commission, this Amended Agreement shall be deemed to specifically supersede all prior agreements between the Parties defining the boundaries of their respective Territorial Areas in Citrus, Levy and Marion Counties.

ARTICLE VI DURATION

Section 6.1: Term. This Amended Agreement shall continue and remain in effect through and including June 28, 2014.

ARTICLE VII CONSTRUCTION OF AGREEMENT

Section 7.1: Other Electric Utilities. Nothing in this Amended 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 Amended Agreement with respect to the 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 Amended Agreement. The Parties understand that the COOPERATIVE or the COMPANY may, from time to time and subject to Commission approval, enter into territorial agreements with other electric utilities providing retail service in Citrus, Levy or Marion Counties and that, in such event, nothing herein shall be construed to prevent

the COOPERATIVE or the COMPANY from designating any portion of its Territorial Area under this Amended Agreement as the retail service area of such other electric utility

Section 7.2: Bulk Power for Resale. Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes, regardless of where the purchaser for resale may be located. Further, no other section or provision of this Amended Agreement shall be construed as applying to a bulk power supply for resale purposes.

Section 7.3: Intent and Interpretation. It is hereby declared to be the purpose and intent of the Parties that this Amended Agreement shall be interpreted and construed, among other things, to further this State's policy of 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.

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 Amended Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Amended Agreement

shall be binding upon either of the Parties unless made in writing, signed by both Parties, and approved by the Commission.

Section 8.2: Successors and Assigns. Nothing in this Amended Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation, other than the Parties, any right, remedy or claim under or by reason of this Amended Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the Parties and their respective representatives, successors and assigns.

Section 8.3: Notices. Notices and other written communications contemplated by this Amended Agreement shall be deemed to have been given if sent by certified mail, postage prepaid, by prepaid private courier, or by confirmed facsimile transmittal, as follows:

To the COOPERATIVE:

General Manager,
Central Florida Electric Cooperative, Inc.
1124 N. Young Boulevard
Chiefland, Florida 32644
Facsimile 352-493-4499

To the COMPANY:

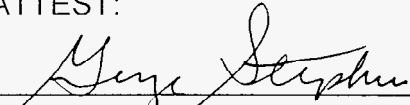
President,
Progress Energy Florida, Inc.
100 Central Avenue (33701)
P.O. Box 14042 (33733)
St. Petersburg, Florida
Facsimile 727-820-5940


Either Party may change its designated representative or address to which such notices or communications shall be sent by giving written notice thereof to the other Party in the manner herein provided.

IN WITNESS WHEREOF, the Parties have caused this Amended Agreement to be executed in triplicate in their respective corporate names and their corporate seals affixed by their duly authorized officers on the day and year first above written.

CENTRAL FLORIDA ELECTRIC
COOPERATIVE, INC.

ATTEST:


Secretary

By 
President



PROGRESS ENERGY FLORIDA, INC.

ATTEST:


Assistant Secretary

By 
Vice President

(SEAL)

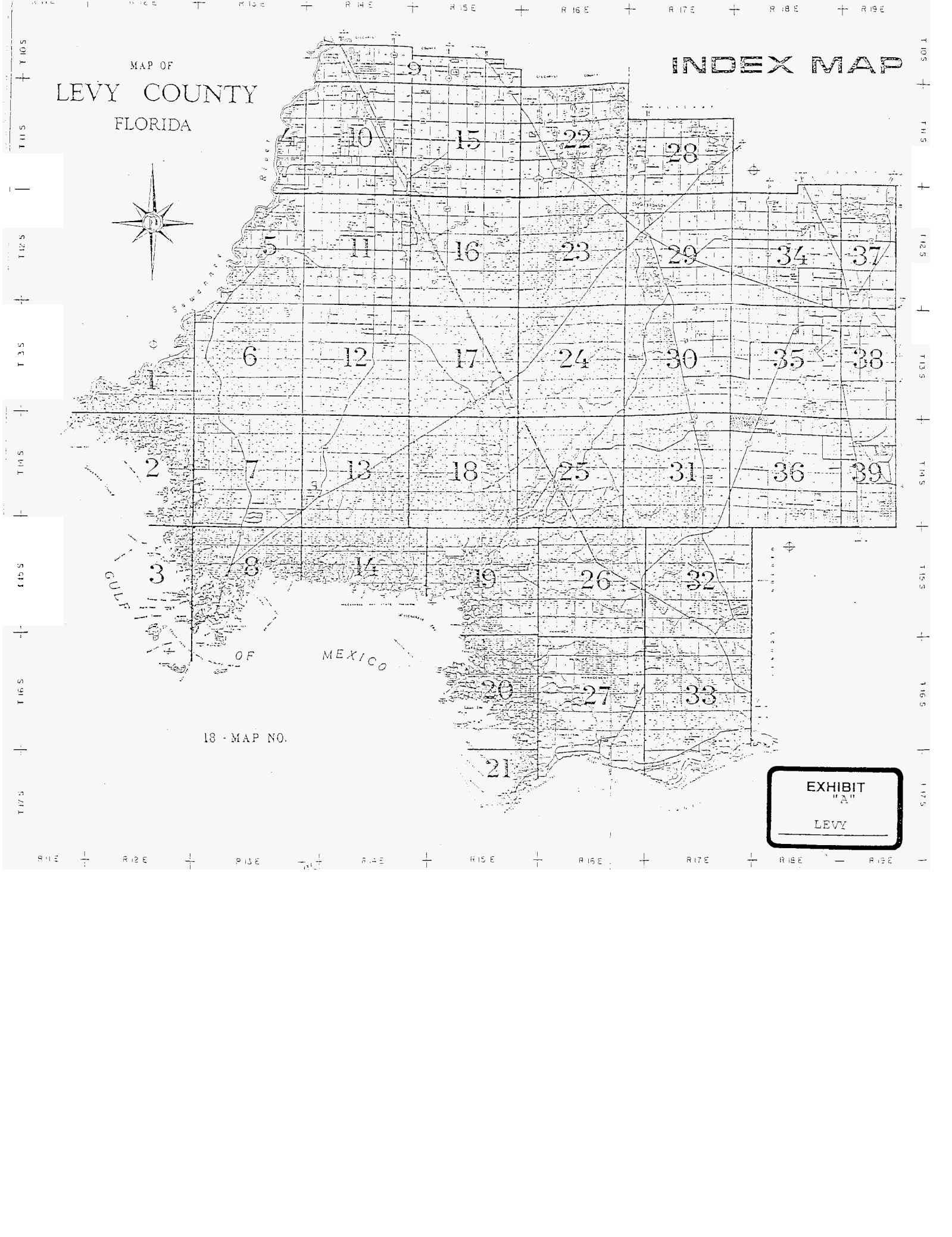
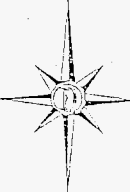


EXHIBIT A

**Maps of Territorial Boundary Line
and Territorial Areas in Citrus,
Levy and Marion Counties**

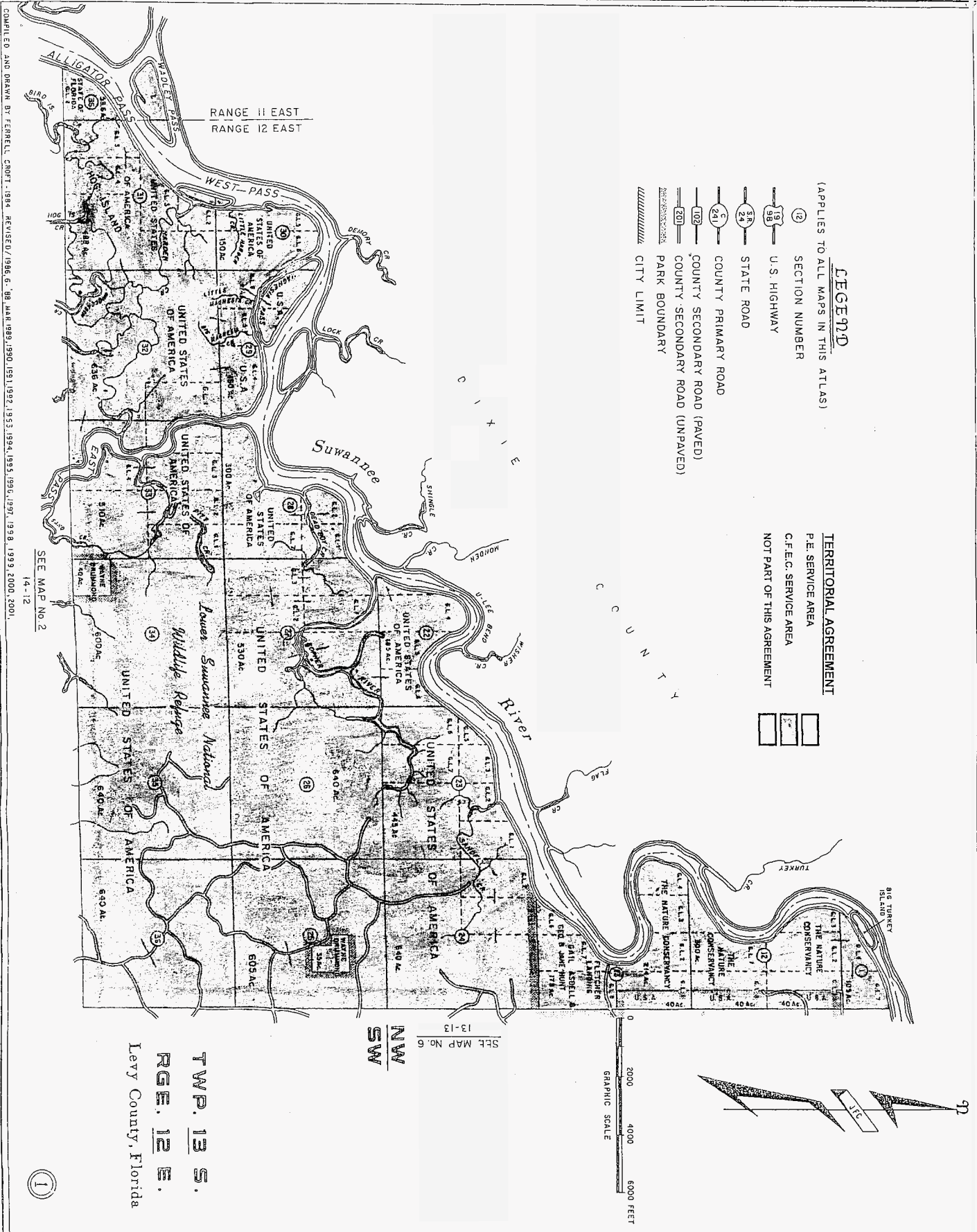
INDEX MAP

MAP OF
LEVY COUNTY
FLORIDA



18 - MAP NO.

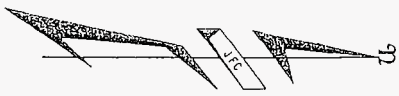
EXHIBIT
"A"
LEVY



LEGEND
 (APPLIES TO ALL MAPS IN THIS ATLAS)

- 12 SECTION NUMBER
- 99 U.S. HIGHWAY
- 24 STATE ROAD
- 261 COUNTY PRIMARY ROAD
- 102 COUNTY SECONDARY ROAD (PAVED)
- 200 COUNTY SECONDARY ROAD (UNPAVED)
- PARK BOUNDARY
- CITY LIMIT

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



0 2000 4000 6000 FEET
 GRAPHIC SCALE

SEE MAP No. 5
 13-13
 NW
 SW

TWP. 13 S.
 RGE. 12 E.
 Levy County, Florida

1

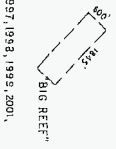
COMPILED AND DRAWN BY FERRELL, CNRFT, 1984. REVISED/1986, G. '88, MAR 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001.

SEE MAP No. 2
 14-12

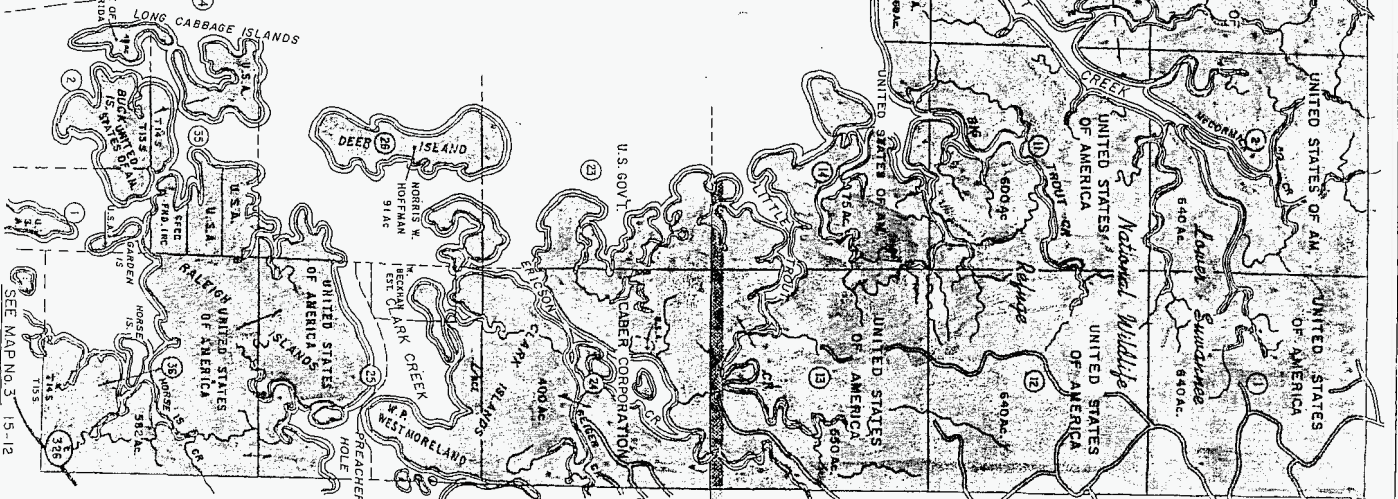
SEE MAP NO. 1
15-12

GULF OF MEXICO

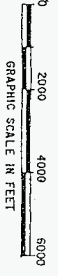
TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



"BERRICKS"
LEASE SITE



SEE MAP NO. 7
14-13



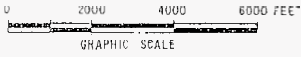
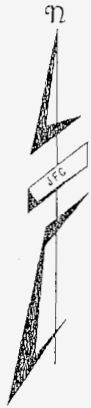
TWP. 14 S.
RGE. 12 E.
 Levy County, Florida

TERRITORIAL AGREEMENT

P.E. SERVICE AREA

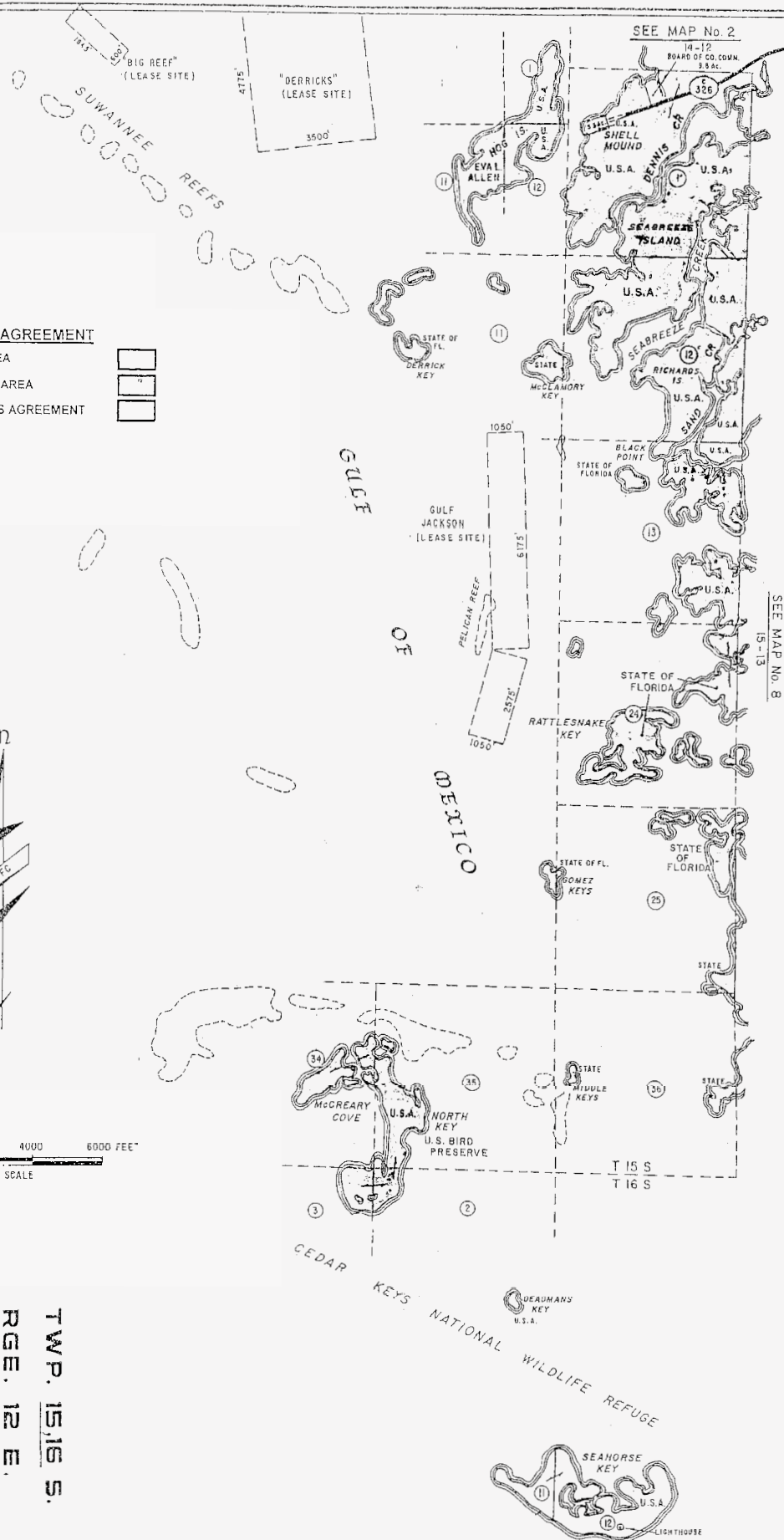
C.F.E.C. SERVICE AREA

NOT PART OF THIS AGREEMENT



TWP. 15, 16 S.
RGE. 12 E.
Levy County, Florida

3



SEE MAP No. 2

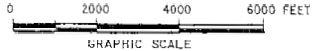
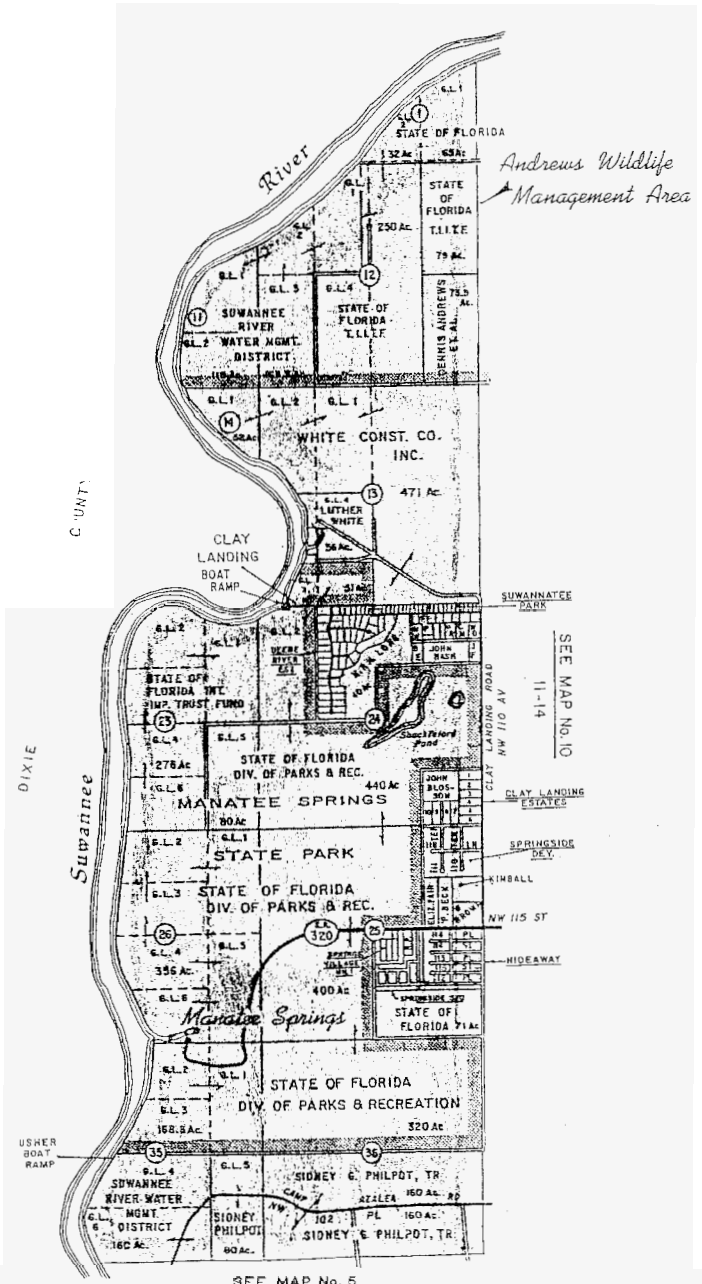
14-12
BOARD OF CO. COMM.
3 & 4c

SEE MAP No. 8
15-13

GULF OF MEXICO

CEDAR KEYS NATIONAL WILDLIFE REFUGE





TERRITORIAL AGREEMENT

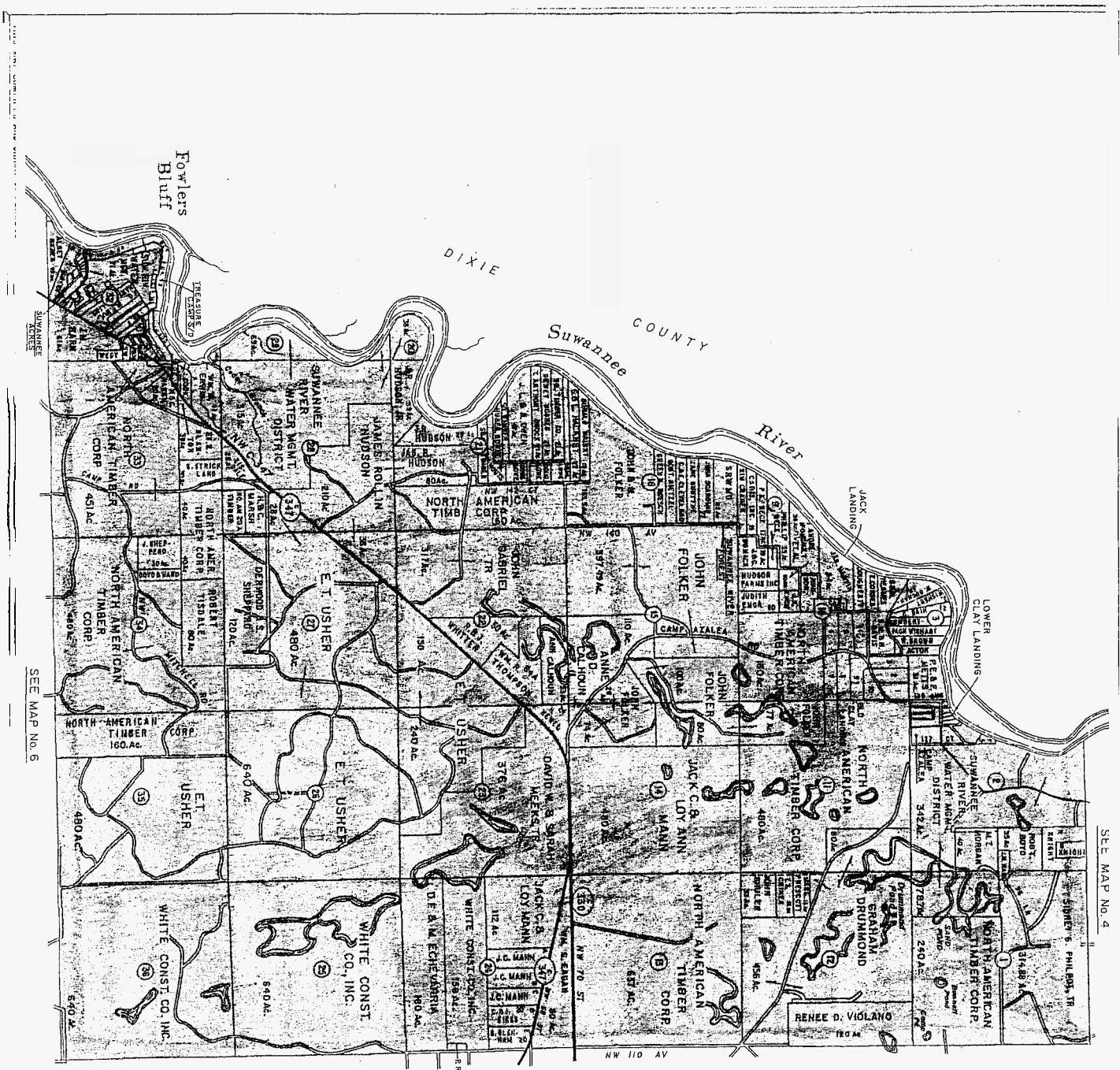
P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

NOT PART OF THIS AGREEMENT

TWP. 11 S.
 RGE. 13 E.
 Levy County, Florida

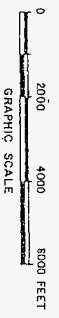
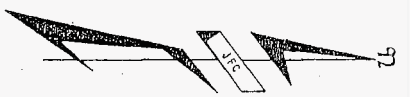
SEE MAP No. 5
 12 - 13



SEE MAP No. 6

SEE MAP No. 11

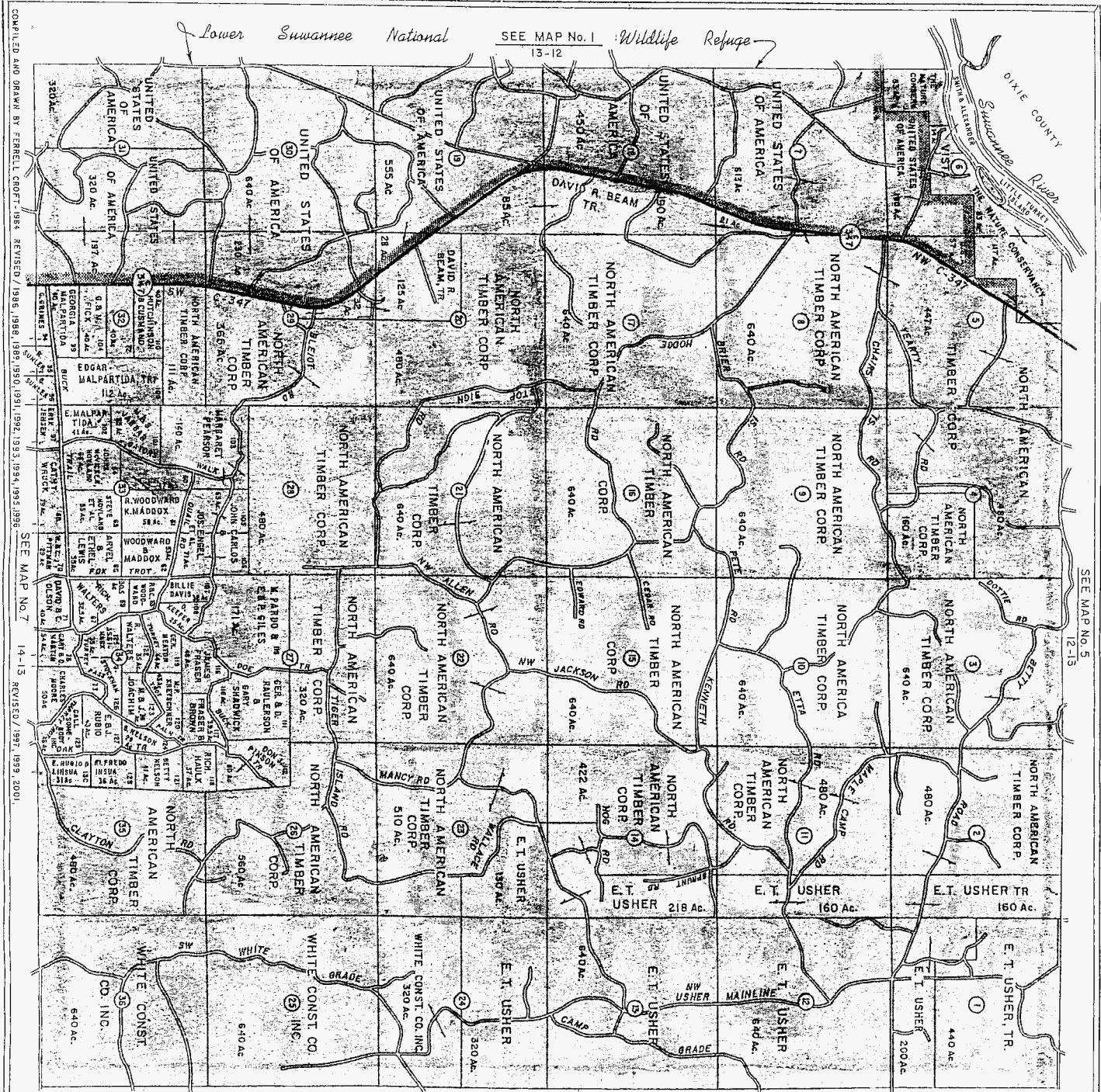
SEE MAP No. 4



TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



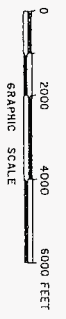
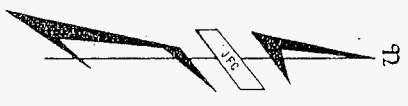
TWP. 12 S.
RGE. 13 E.
 Levy County, Florida



SEE MAP No. 1 Wildlife Refuge
13-12

SEE MAP No. 5
12-13

SEE MAP No. 12
13-14



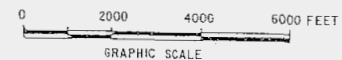
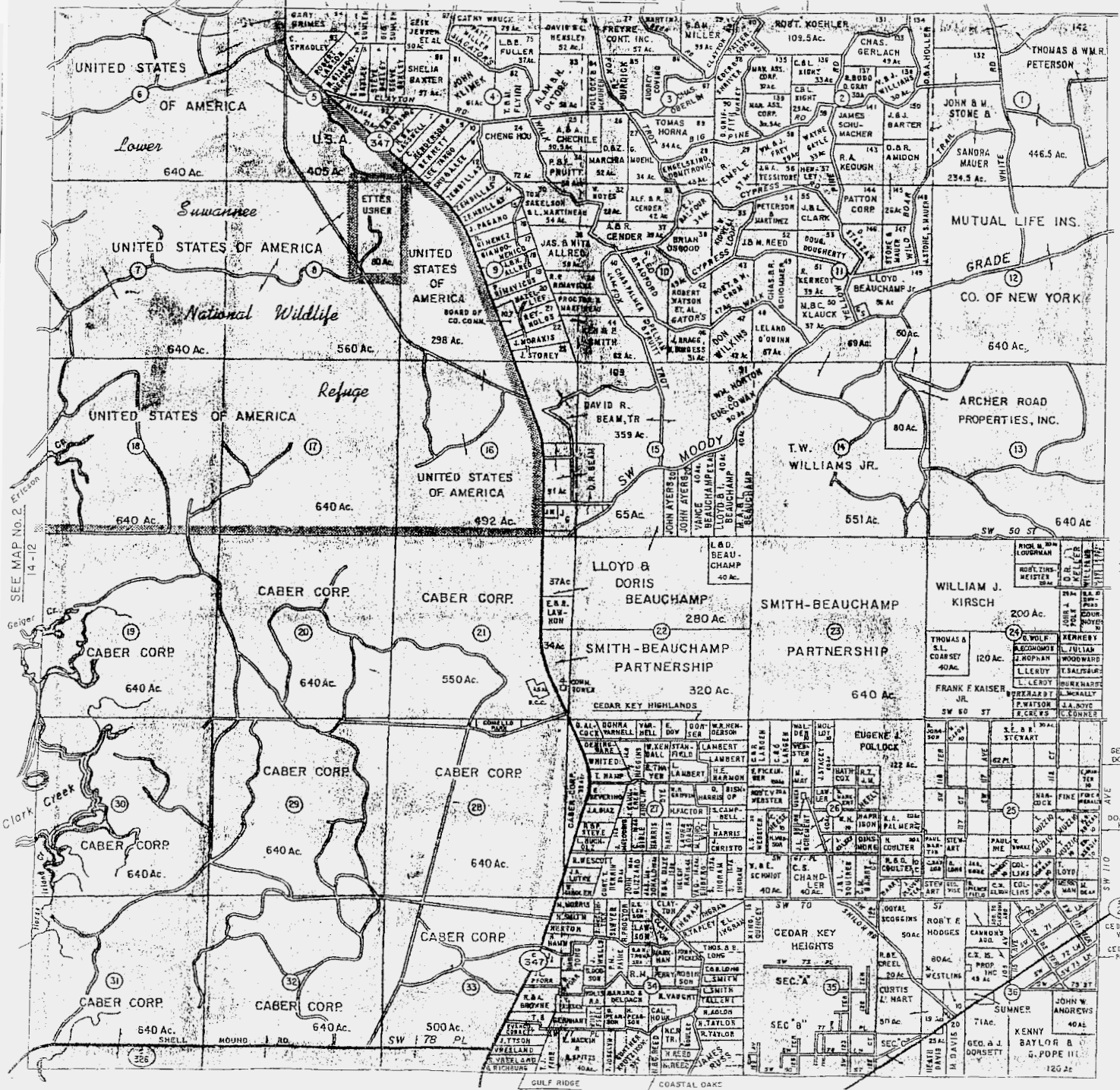
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TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT



TWP. 13 S.
RGE. 13 E.
Levy County, Florida

COMPILED AND DRAWN BY FERRELL CROFT-1984 REVISED / 1986, 1988, 1989, 1991, 1992, 1993, 1994, 1995, 1998
SEE MAP No. 7 14-13 REVISED / 1971, 1979, 2001.



SEE MAP No. 13
14-14

TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT



TWP. 14 S.
RGE. 13 E.
Levy County, Florida



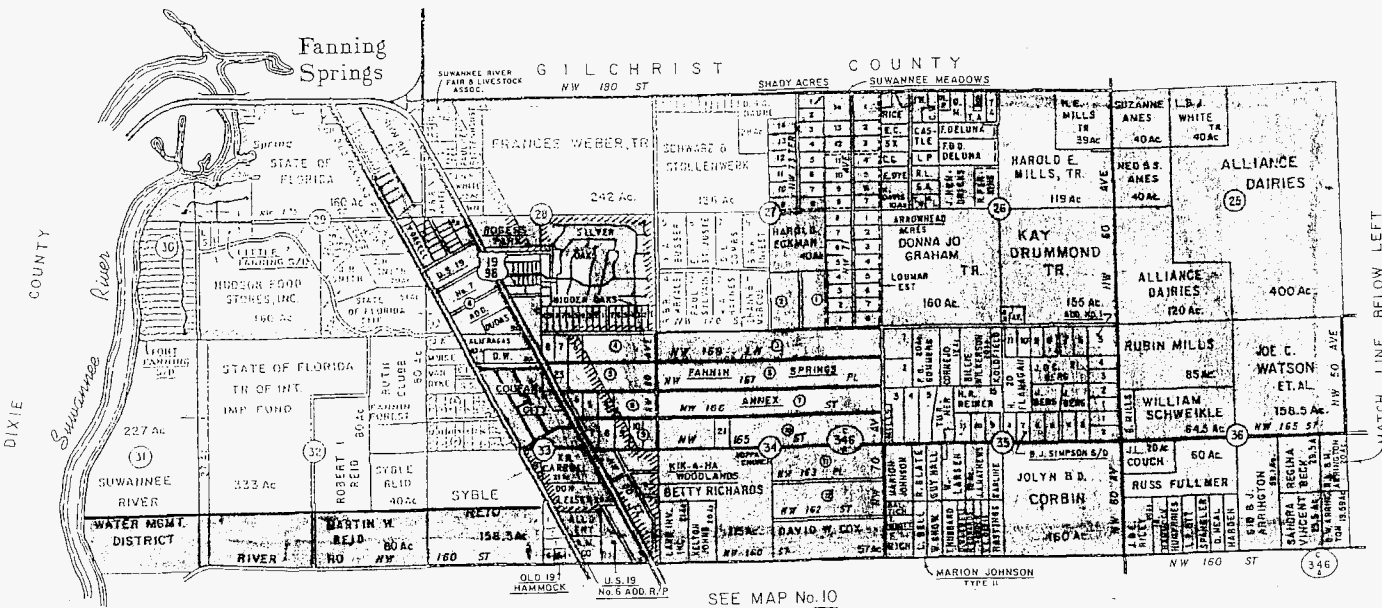
SEE MAP No. 7

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



TWP. 15 S.
 RGE. 13 E.
 Levy County, Florida





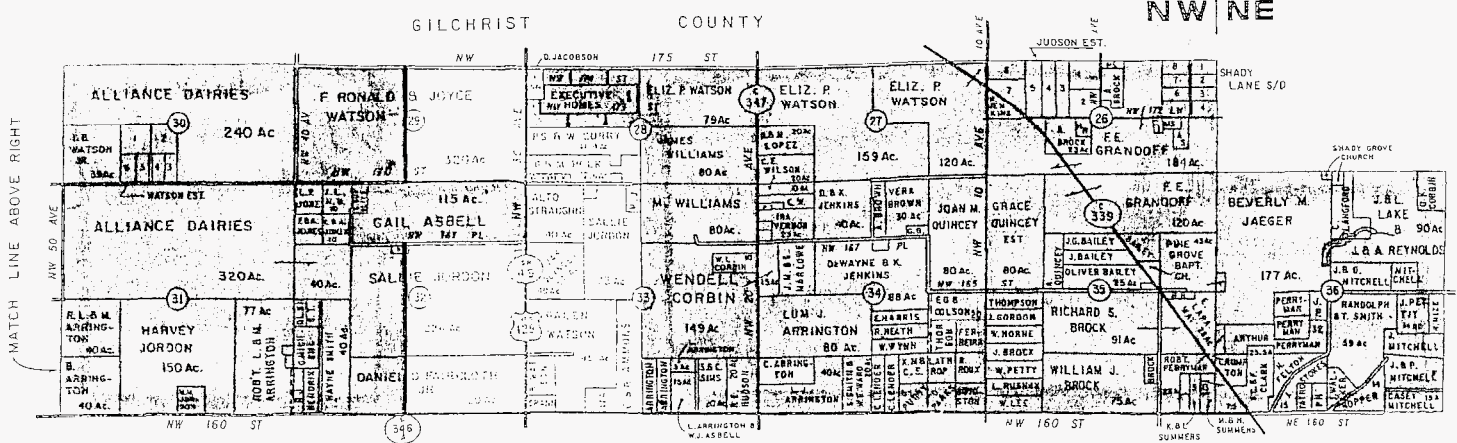
TWP. 10 S.
RGE. 14 E.
Levy County, Florida

MATCH LINE BELOW LEFT

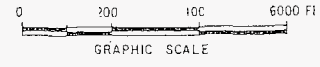


SEE MAP No. 10

- TERRITORIAL AGREEMENT
- P.E. SERVICE AREA
- C.F.E.C. SERVICE AREA
- NOT PART OF THIS AGREEMENT



TWP. 10 S.
RGE. 15 E.
Levy County, Florida



SEE MAP No. 15

NW NE

COMPILED AND DRAWN BY FERRILL, CHOFF, 1986. REVISED/1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998

SEE MAP No. 11

12-14

2001

TWP. 11 S.
RGE. 14 E.
 Levy County, Florida

CREEFLAND

TERRITORIAL AGREEMENT

PE. SERVICE AREA

C.F.E. C. SERVICE AREA

NOT PART OF THIS AGREEMENT

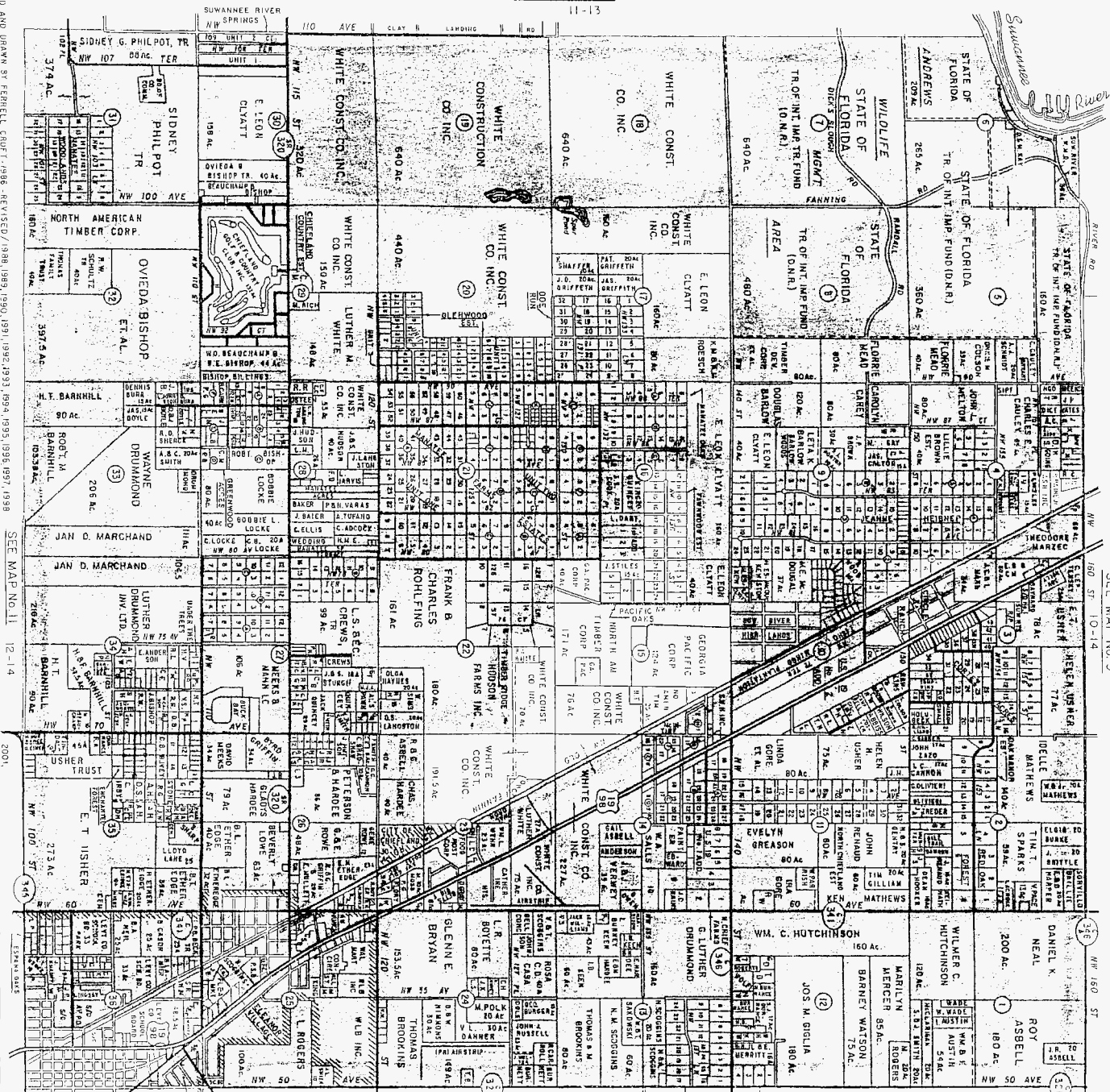
SEE MAP No. 15

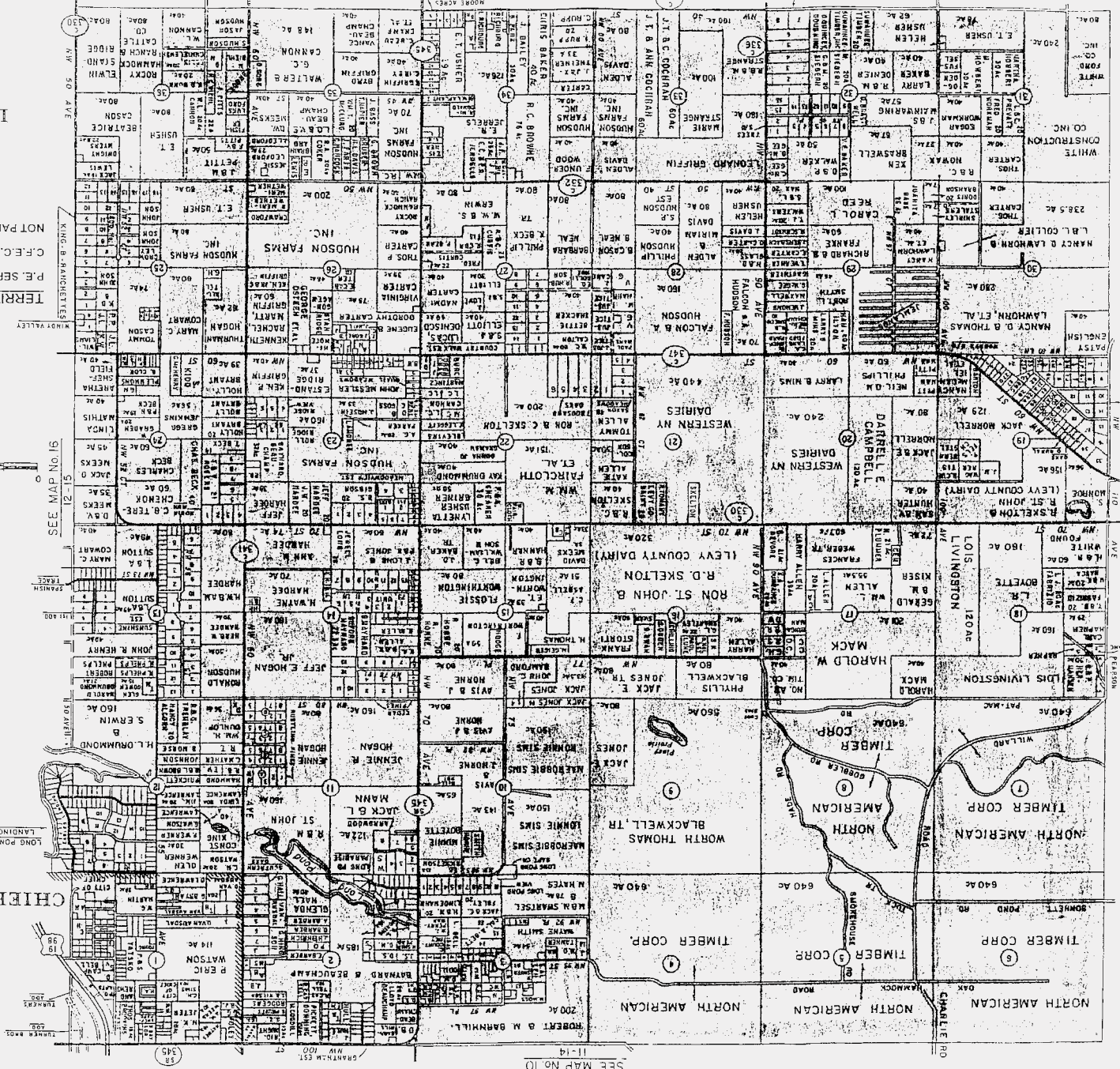
11-15

COUNTYSIDE ESTIMATES

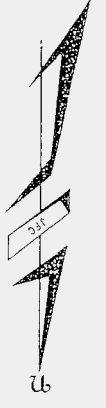
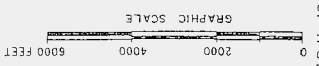
GRAPHIC SCALE

0 2000 4000 6000 FEET





TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT



TWP. 12 S.
RGE. 14 E.
Levy County, Florida

11

SEE MAP No. 5
12-13

SEE MAP No. 10

CHEFFLAND

LONG POND LANDING

SEE MAP No. 19
12-15

KING VALLEY

YING B. BRIDGE

BEATRICE

50 AVE

AVENUE

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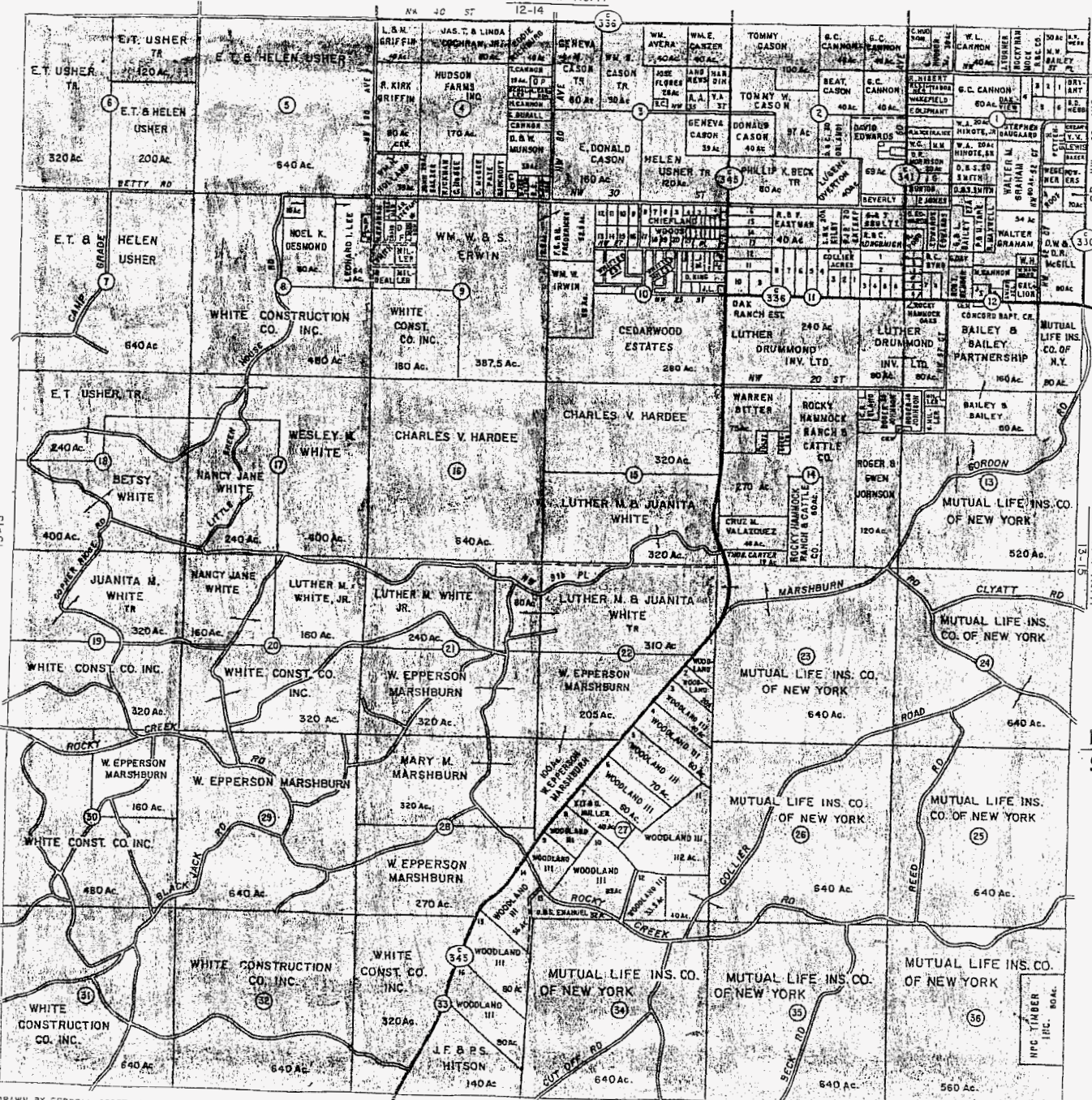
ROAD

ROAD

ROAD

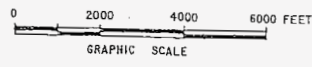
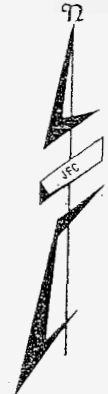
ROAD

SEE MAP No. 11
12-14



SEE MAP No. 6
13-13

SEE MAP No. 17
13-15



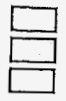
NW
SW

TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

NOT PART OF THIS AGREEMENT



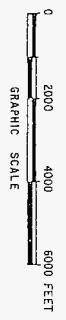
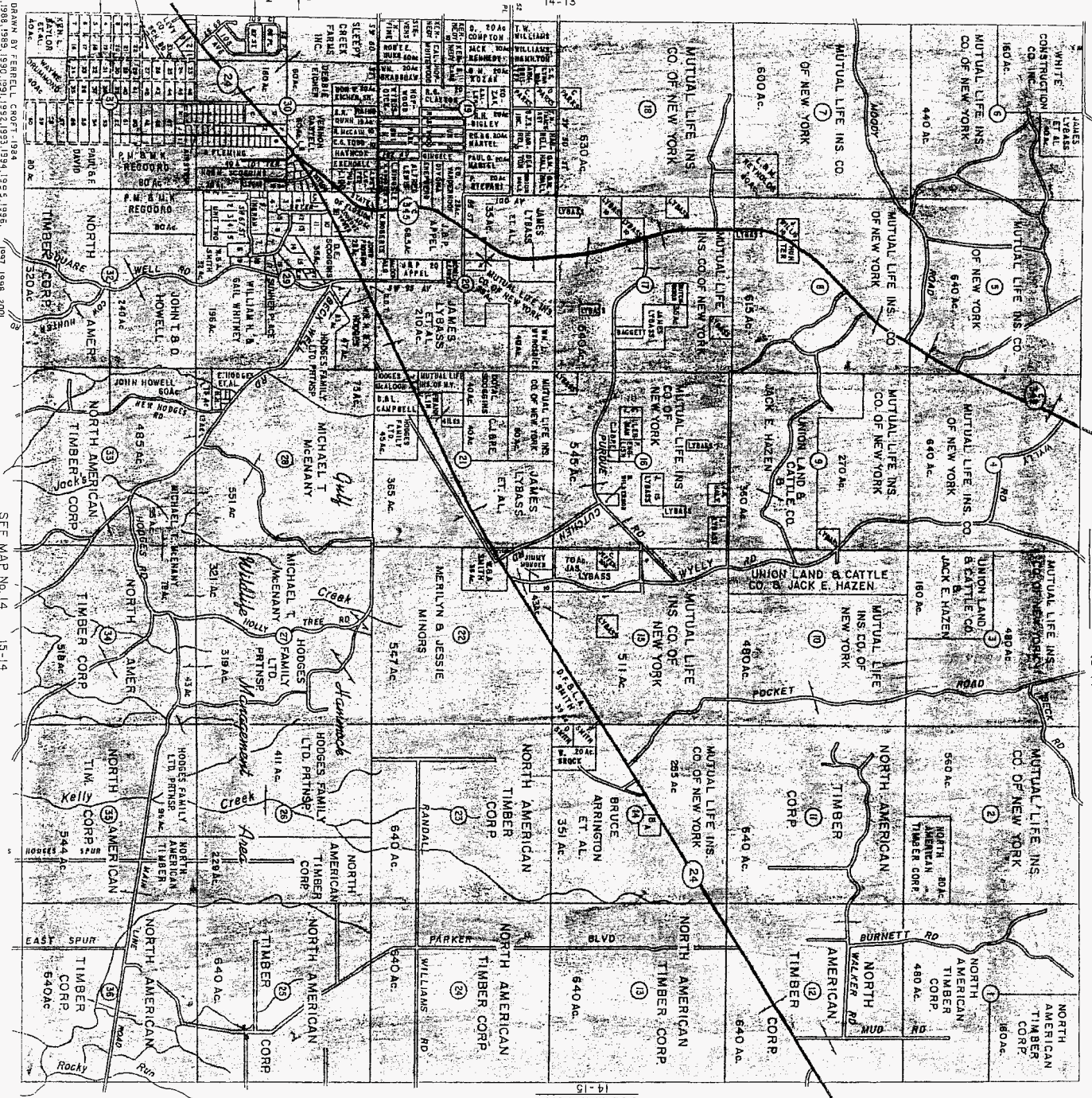
TWP. 13 S.
RGE. 14 E.
Levy County, Florida

COMPILED AND DRAWN BY FERRELL CROFT - 1984
REVISED / 1986, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001.

SEE MAP No. 13 14-14

COMPILED AND DRAWN BY FERRELL, CROFT-1984
REVISED/1988, 1989, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 2000

SEE MAP No. 14
15-14



TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

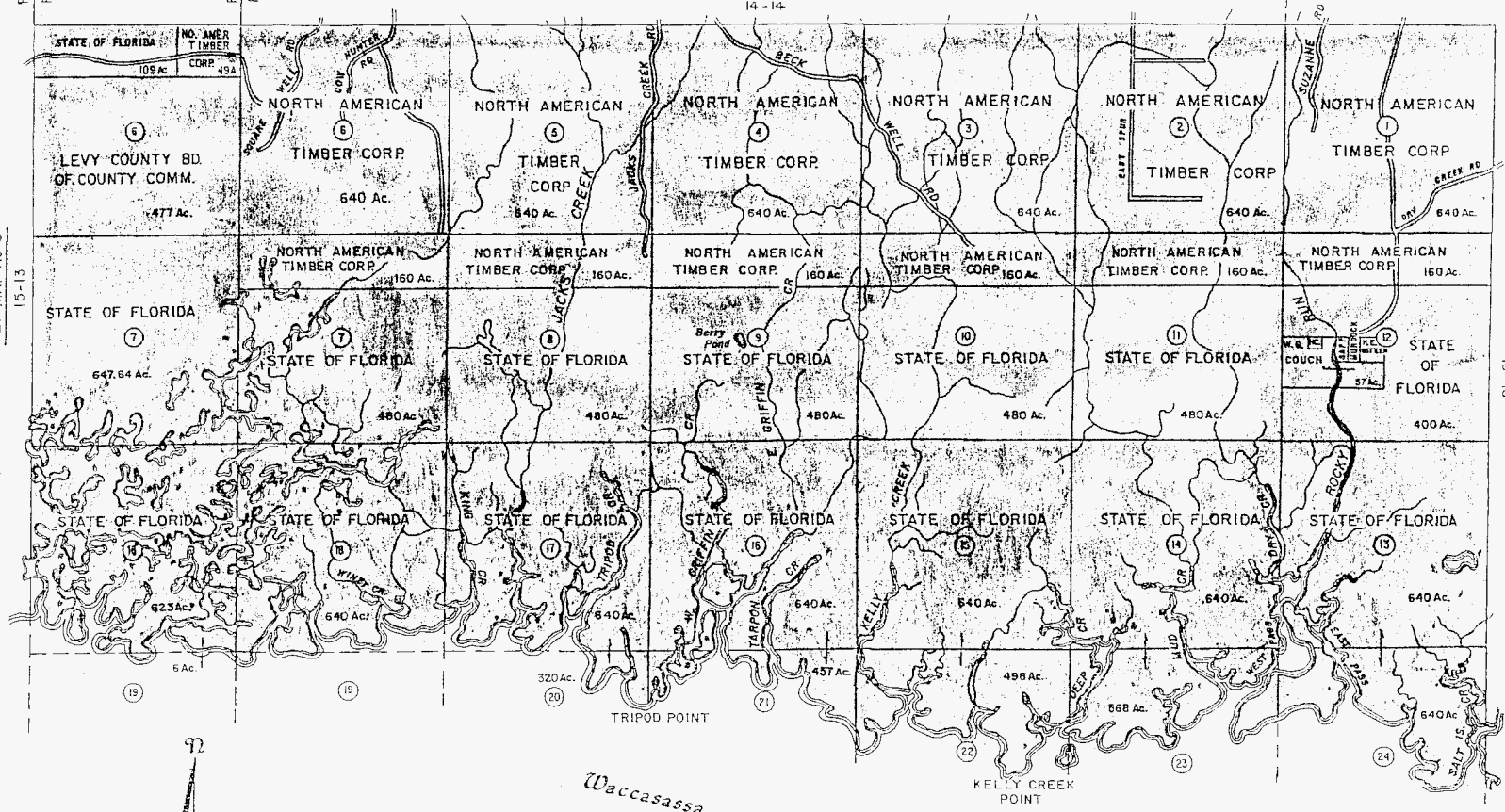
TWP. 14 S.
 RGE. 14 E.
 Levy County, Florida

R 13 E
R 13 1/2 E
R 14 E

EL MAP No. 8
15-13

SEE MAP No. 13
14-14

SEE MAP No. 19
15-15



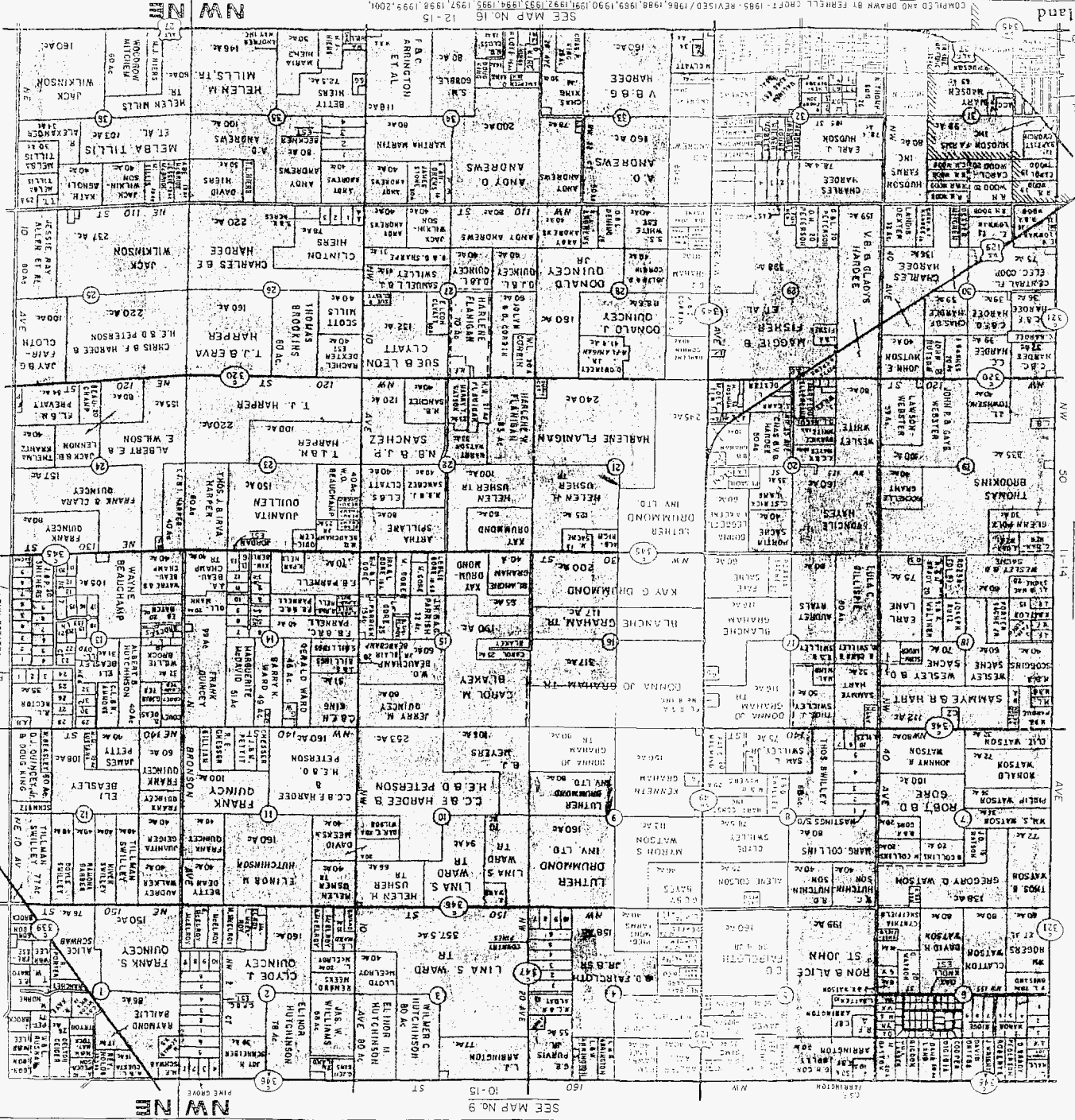
TERRITORIAL AGREEMENT

- P.E. SERVICE AREA
- C.F.E.C. SERVICE AREA
- NOT PART OF THIS AGREEMENT



TWP. 15 S.
RGE. 14 E.
Levy County, Florida

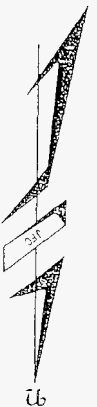
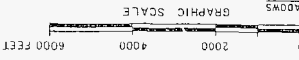
COMPILED AND DRAWN BY FERRELL CROFT - 1984 - REVISED / 1985, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001.



TWP. 11 S.
RGM. 15 W.
Levy County Florida

TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT

SEE MAP No. 22
11-16
LEVY ESTATES



SEE MAP NO. 10
11-14

SEE MAP NO. 9
10-15

Chiefland

TURKEYTOWN

11-15

SEE MAP NO 15 LEVYVILLE

NW NE

NE 100 ST

12-16

SEE MAP NO 23

12-15

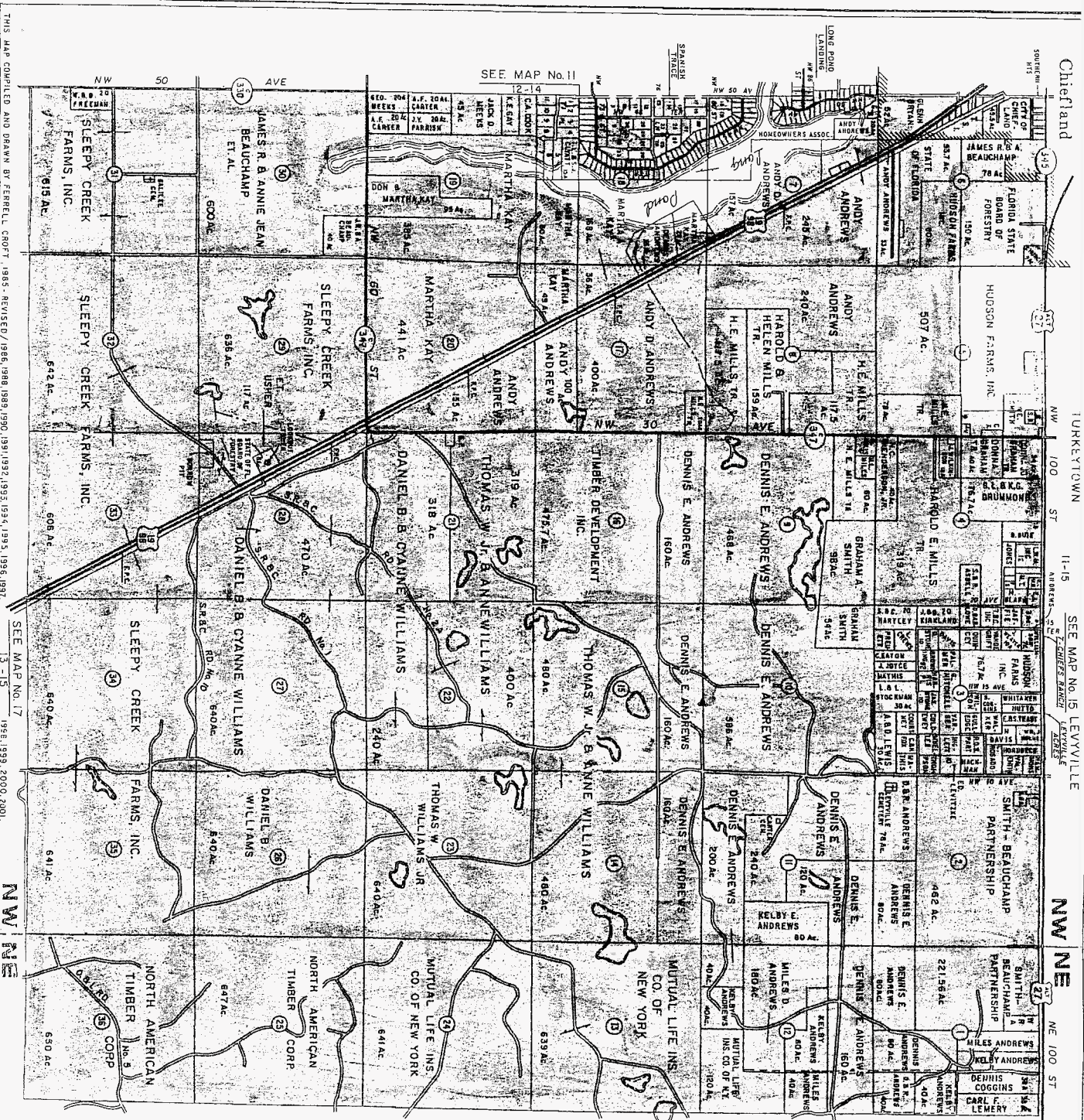
13-15

13-16

14-16

15-16

16-16



THIS MAP COMPILED AND DRAWN BY FERRELL SCROFT 1985. REVISED/1986, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997.
 SEE MAP NO. 17 13-15 1988, 1999, 2000, 2001.

16

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

TWP. 12 S.
RGE. 15 E.
 Levy County, Florida



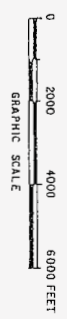
SEE MAP No. 12
13-14

SEE MAP No. 16
12-15

SEE MAP No. 24
13-16

COMPILED AND DRAWN BY FERRRELL CROFT - 1995
REVISED / 1986, 1988, 1990, 1991, 1992, 1993, 1994, 1995, 1997, 1998, 1999, 2000, 2001.

SEE MAP No. 18
14-15



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TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT

TWP. 13 S.
RGE. 15 E.

Levy County, Florida

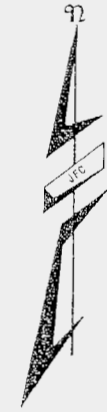
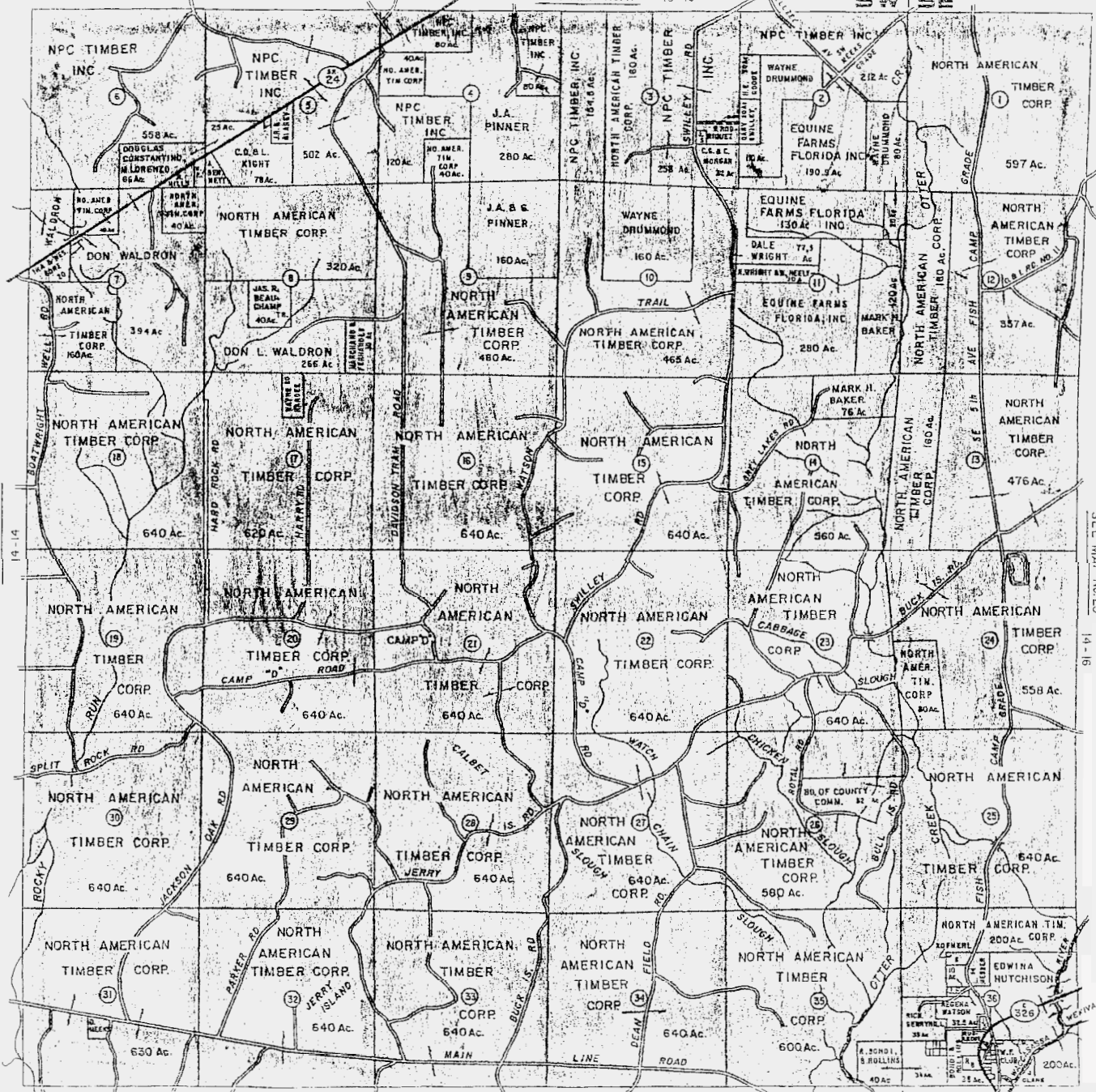
17

SEE MAP No. 17 13-15

SW 11E

SEE MAP No. 13 14-14

SEE MAP No. 25 14-16



TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

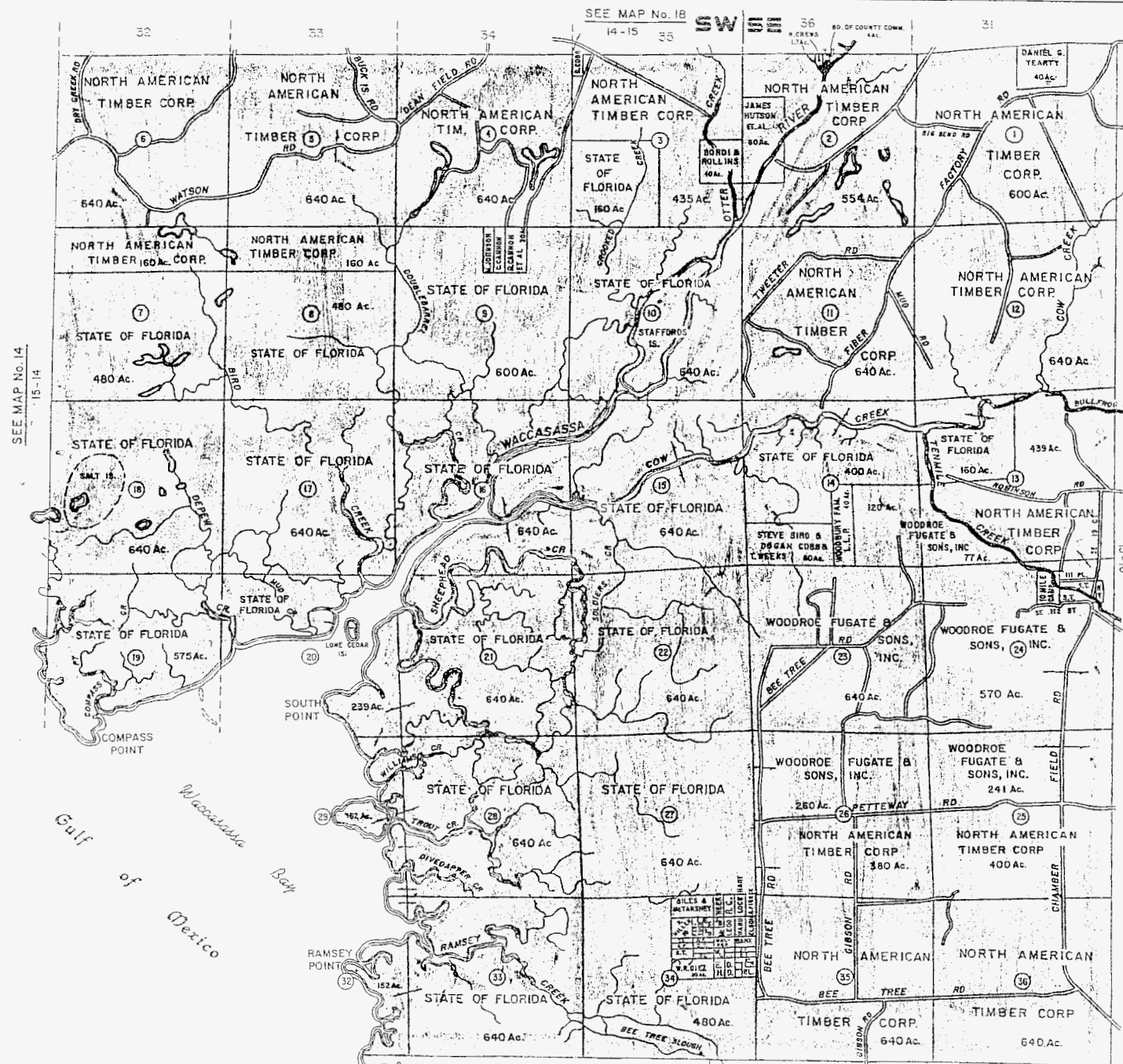
NOT PART OF THIS AGREEMENT

TWP. 14 S.
RGE. 15 E.
 Levy County, Florida

18

SW 11E

WACCASSA MARINA 2000, 2001.



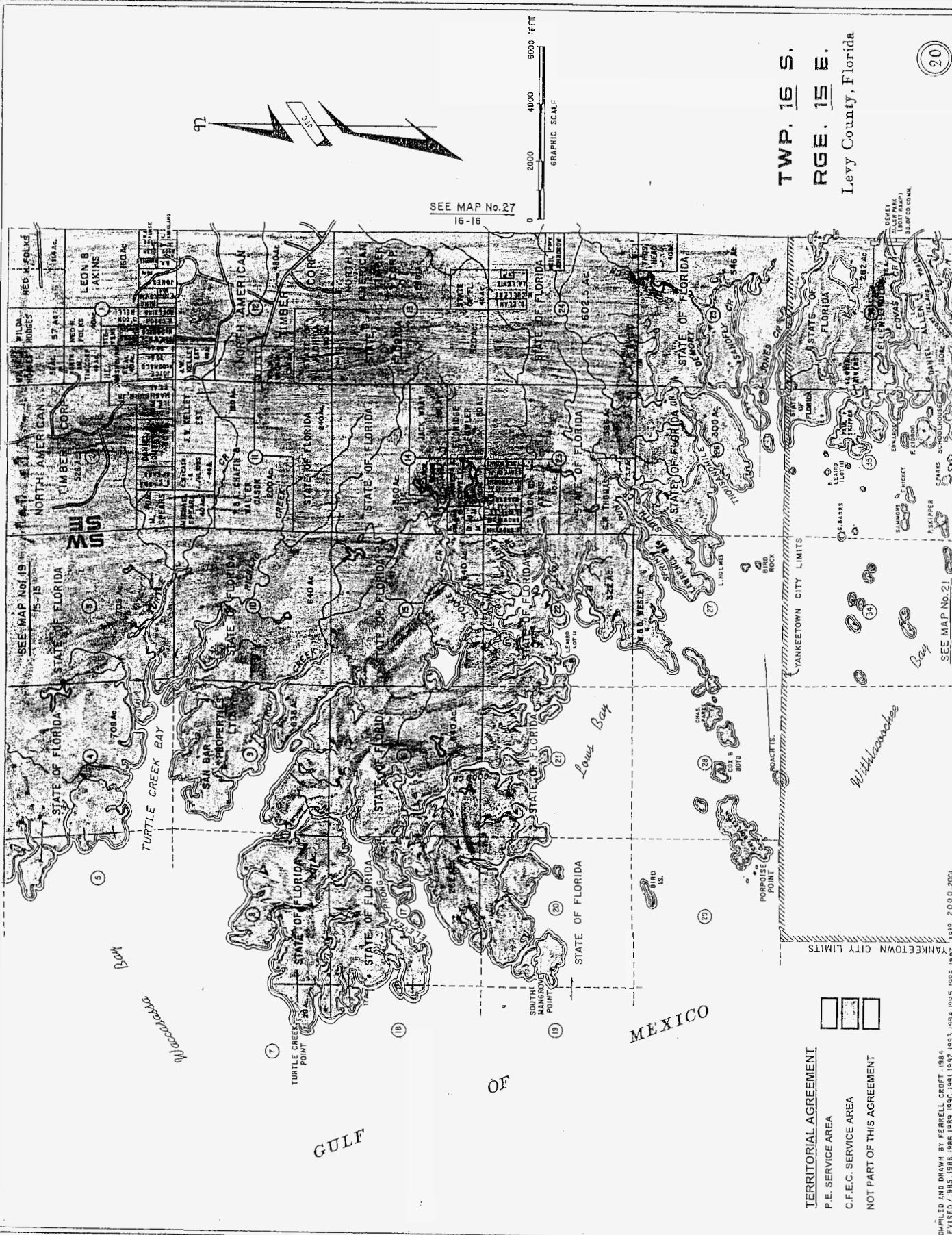
TERRITORIAL AGREEMENT

P.E. SERVICE AREA

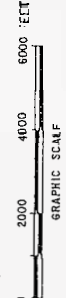
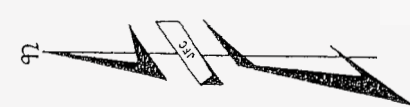
C.F.E.C. SERVICE AREA

NOT PART OF THIS AGREEMENT

TWP. 15 S.
RGE. 15 E.
 Levy County, Florida



SEE MAP No. 27
16-16



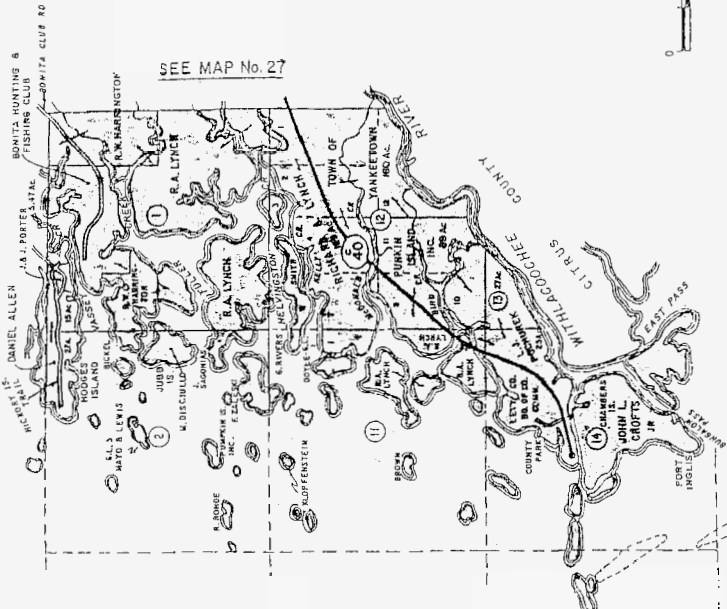
TWP. 16 S.
RGE. 15 E.
Levy County, Florida

20

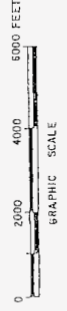
TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

COMPILED AND DRAWN BY FZARBELL CROFT - 1984
 REVISED / 1985, 1986, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025

SEE MAP No. 20



SEE MAP No. 27



TERRITORIAL AGREEMENT

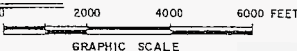
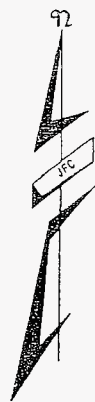
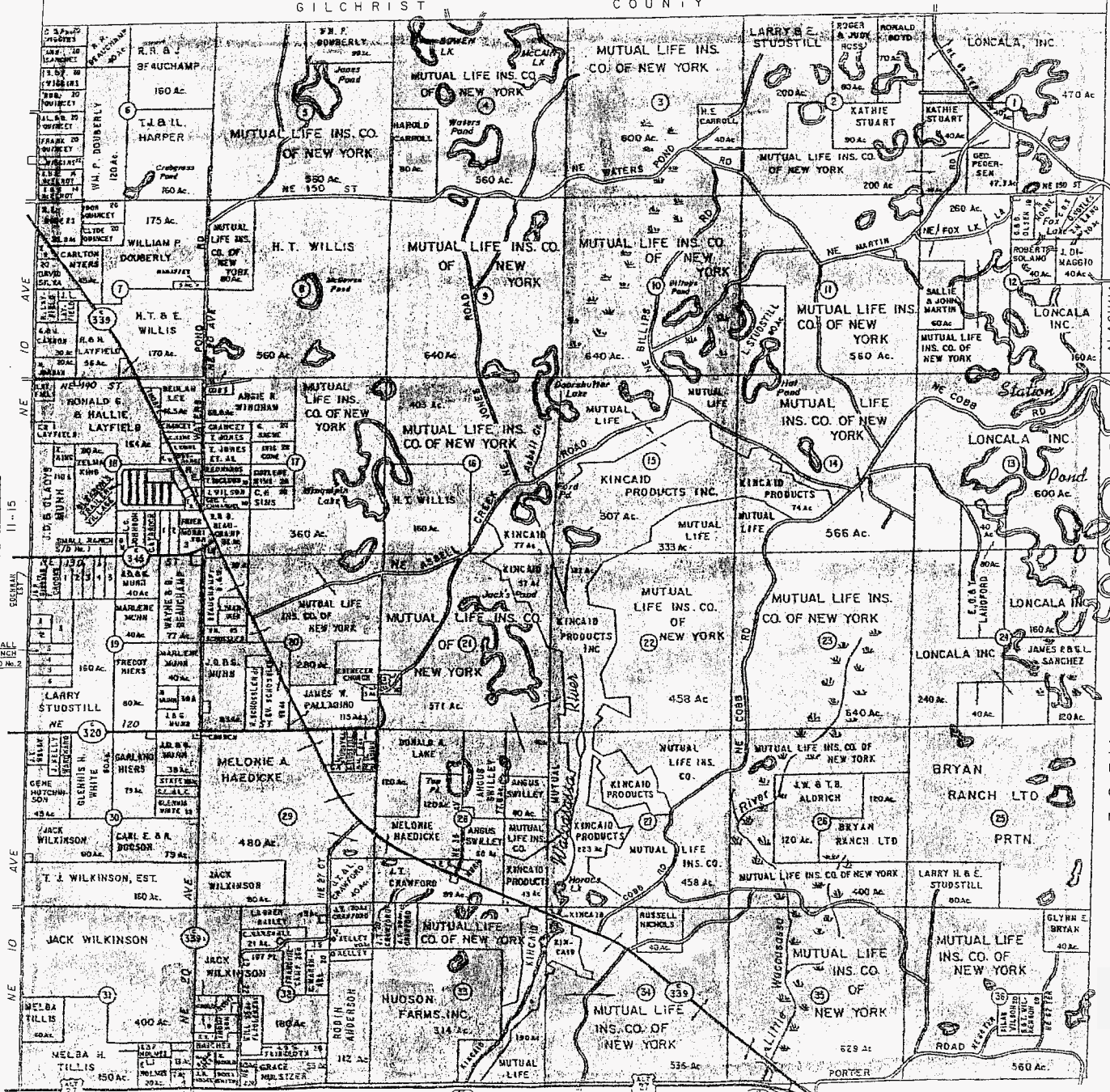
-  P.E. SERVICE AREA
-  C.F.E.C. SERVICE AREA
-  NOT PART OF THIS AGREEMENT

TWP. 17 S.

RGE. 15 E.

Levy County, Florida

GILCHRIST COUNTY



SEE MAP No. 15
11-15

SMALL RANCH
S/D No. 2

SEE MAP No. 28
11-17

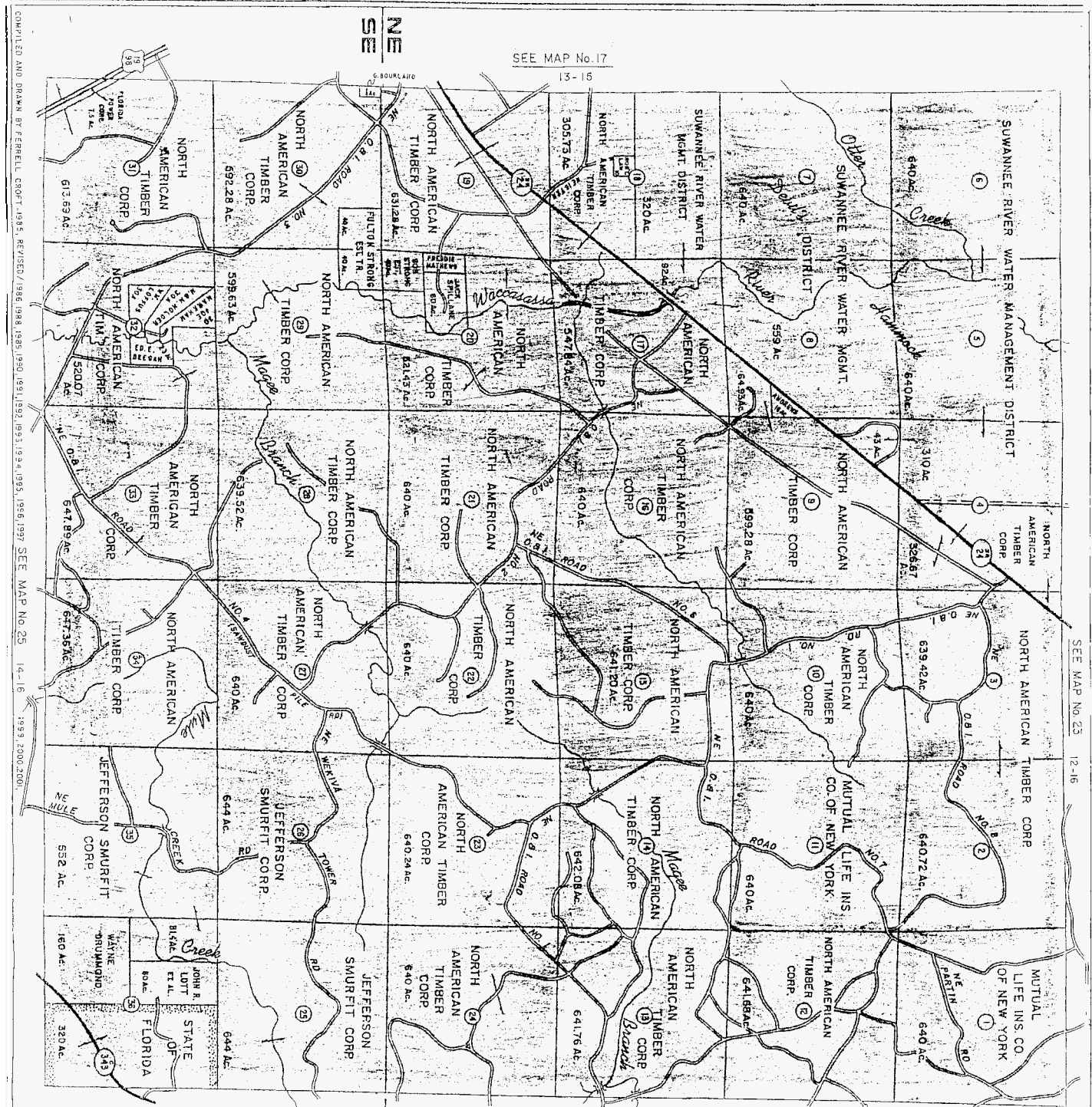
TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

TWP. 11 S.
RGE. 16 E.
 Levy County, Florida

SEE MAP No. 17
13-15

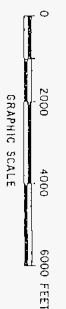
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SE

SEE MAP No. 23
12-16



SEE MAP No. 20

NE
SE



TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



TWP. 13 S.
RGE. 16 E.
 Levy County, Florida

COMPILED AND DRAWN BY FERRILL, COFF, 1985. REVISED / 1986, 1988, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997. SEE MAP No. 25 14-16 1989, 2000, 2001.

SEE MAP No. 18

SEE MAP No. 19

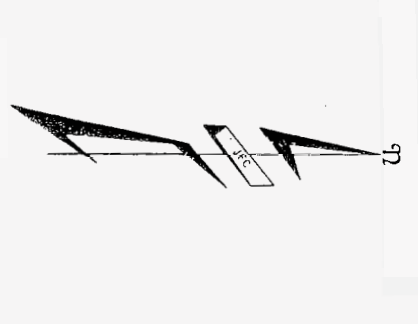
THIS MAP COMPILED AND DRAWN BY FERRELL CROFT, 1985, REVISED/ 1986, 1988, 1989, 1990, 1991, 1992, 1993.

SEE MAP No. 26

1994, 1995, 1996, 1997, 1998

SEE MAP No. 24

SEE MAP No. 31

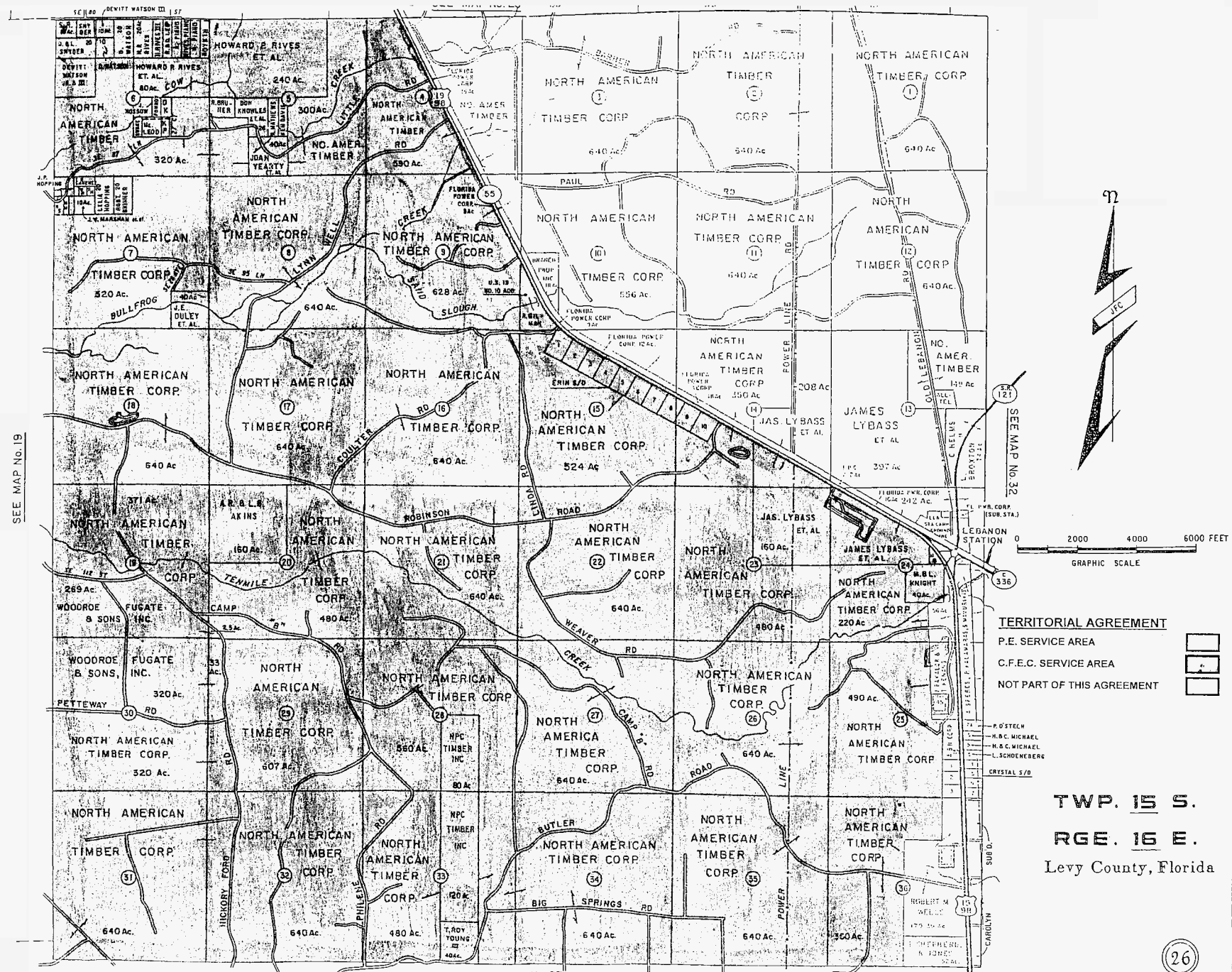


TERRITORIAL AGREEMENT
 P. E. SERVICE AREA
 C. F. E. C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



TWP. 14 S.
 RGE. 16 E.
 Levy County, Florida

25



SEE MAP No. 19

SEE MAP No. 27

TWP. 15 S.
RGE. 16 E.
Levy County, Florida

SEE MAP No. 26



SEE MAP No. 20

SEE MAP No. 33

TWP. 16, 17 S.
 RGE. 16 E.
 Levy County, Florida

TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

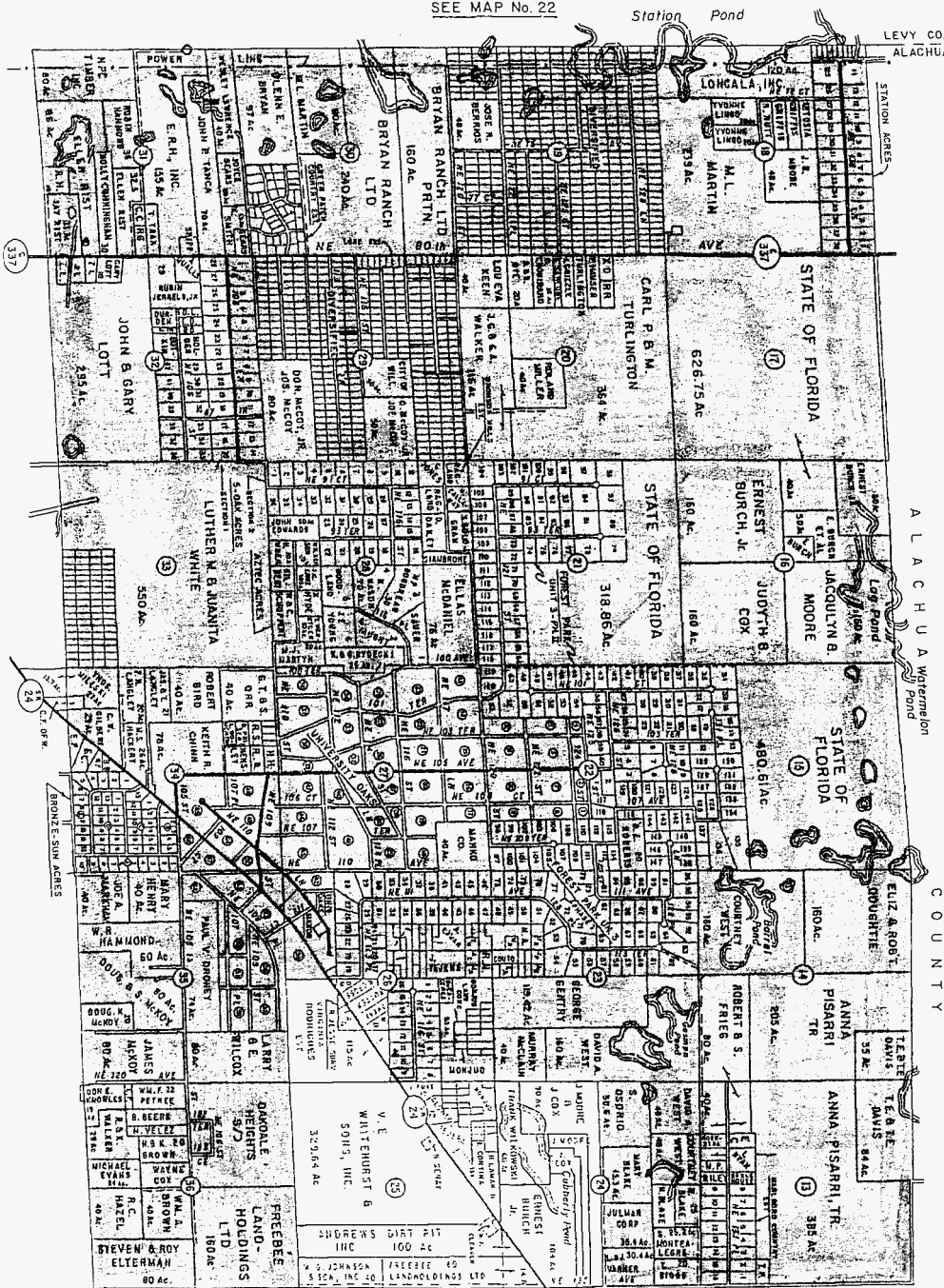
NOT PART OF THIS AGREEMENT



SEE MAP No. 22

Station Pond

LEVY CO.
ALACHUA CO.



SEE MAP No. 23

TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

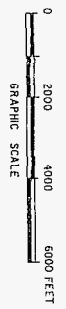
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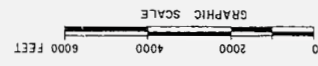
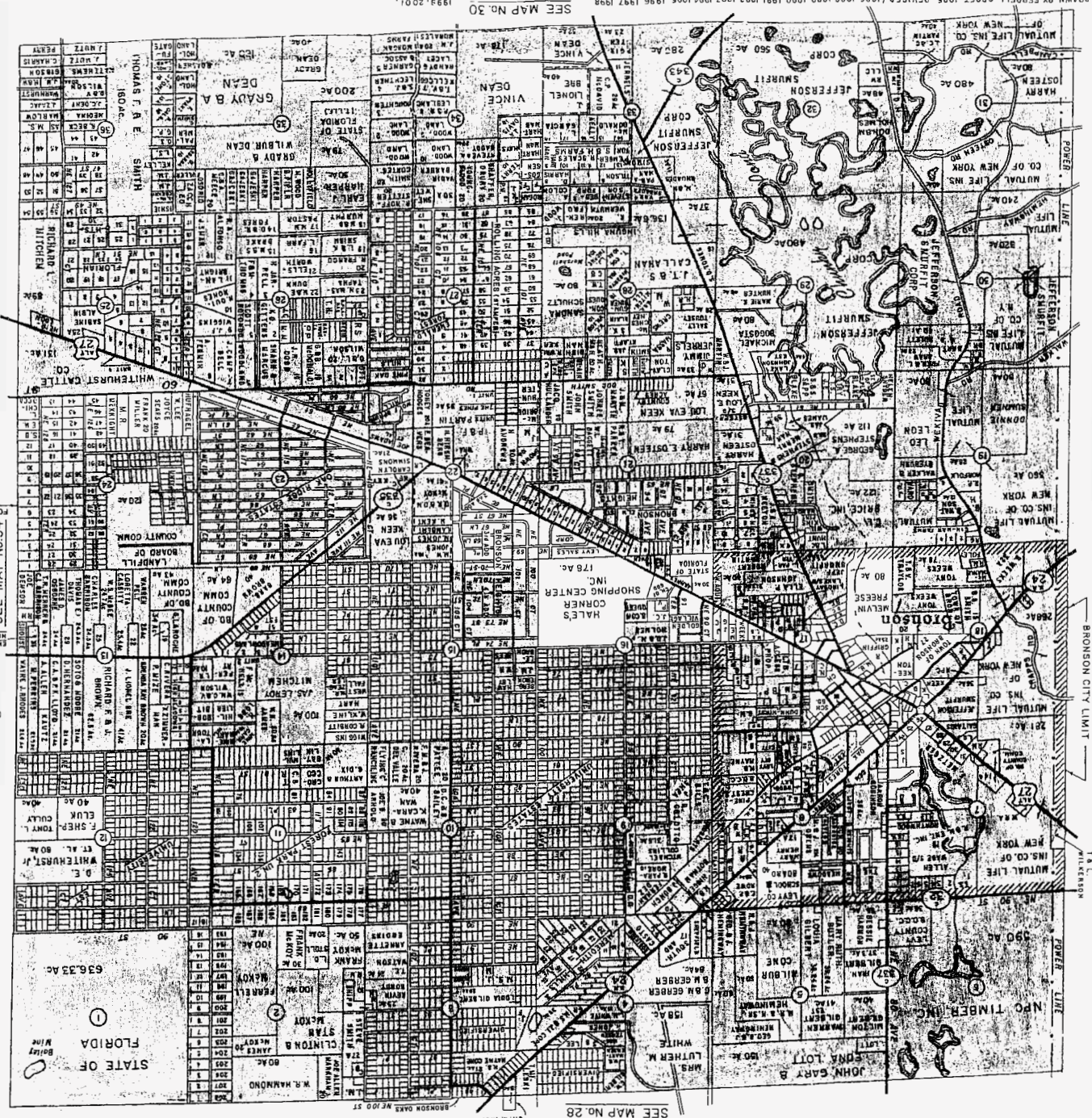
TWP. 11 S

RGE. 17 E.

Levy County, Florida



SEE MAP No. 22
BRONSON CITY LIMIT



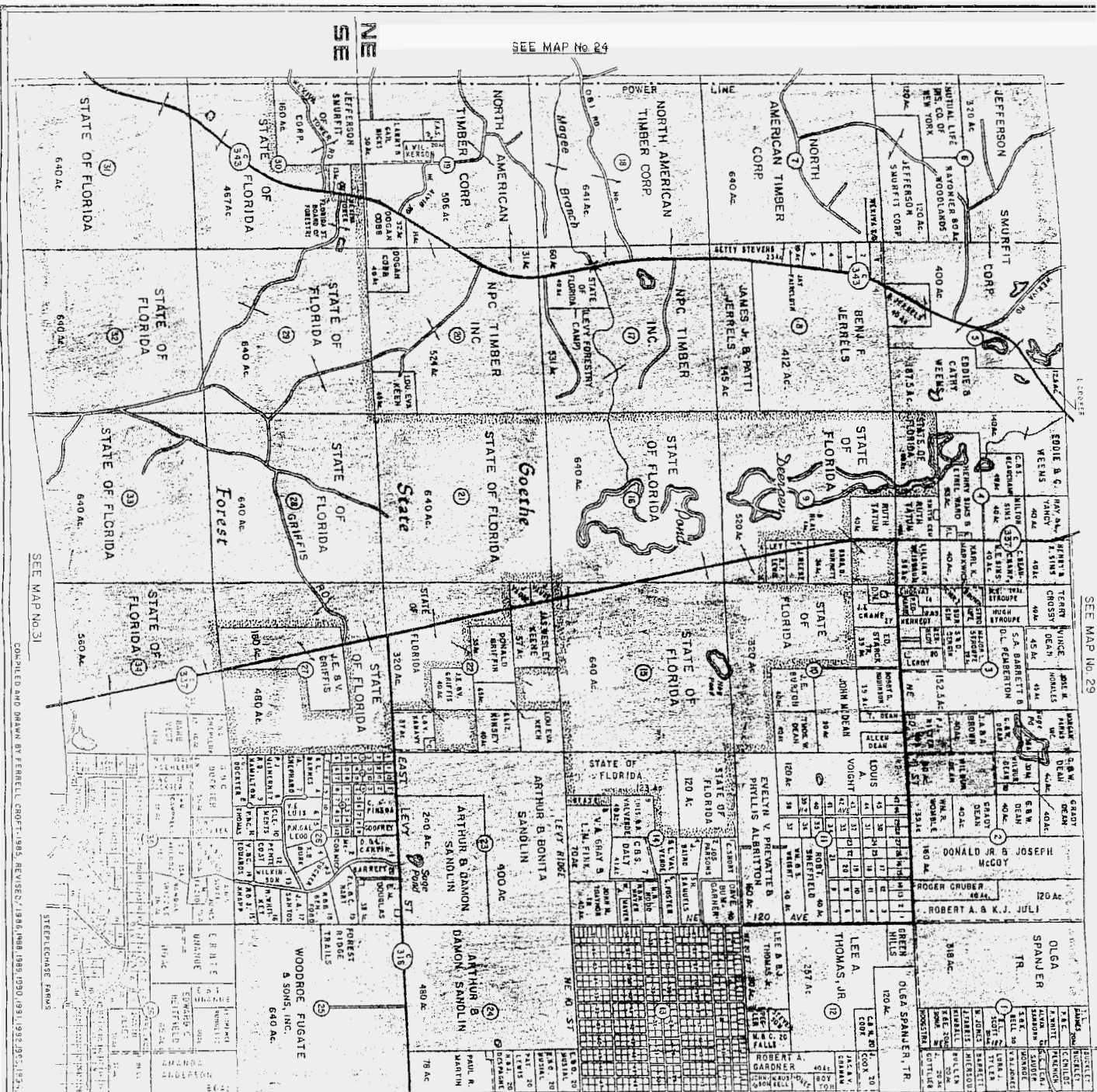
SEE MAP No. 34
FOREST PARK UNL.
TERRITORIAL AGREEMENT
P. E. SERVICE AREA
C. F. E. C. SERVICE AREA
NOT PART OF THIS AGREEMENT

TWP. 12 S.
RGE. 17 E.
Levy County, Florida

SEE MAP No 24

1 CROSS

SEE MAP No 29



SEE MAP No 31

COMPILED AND DRAWN BY FERRELL COFFEE, 1985. REVISED/1986, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1997, 1998, 1999, 2001.



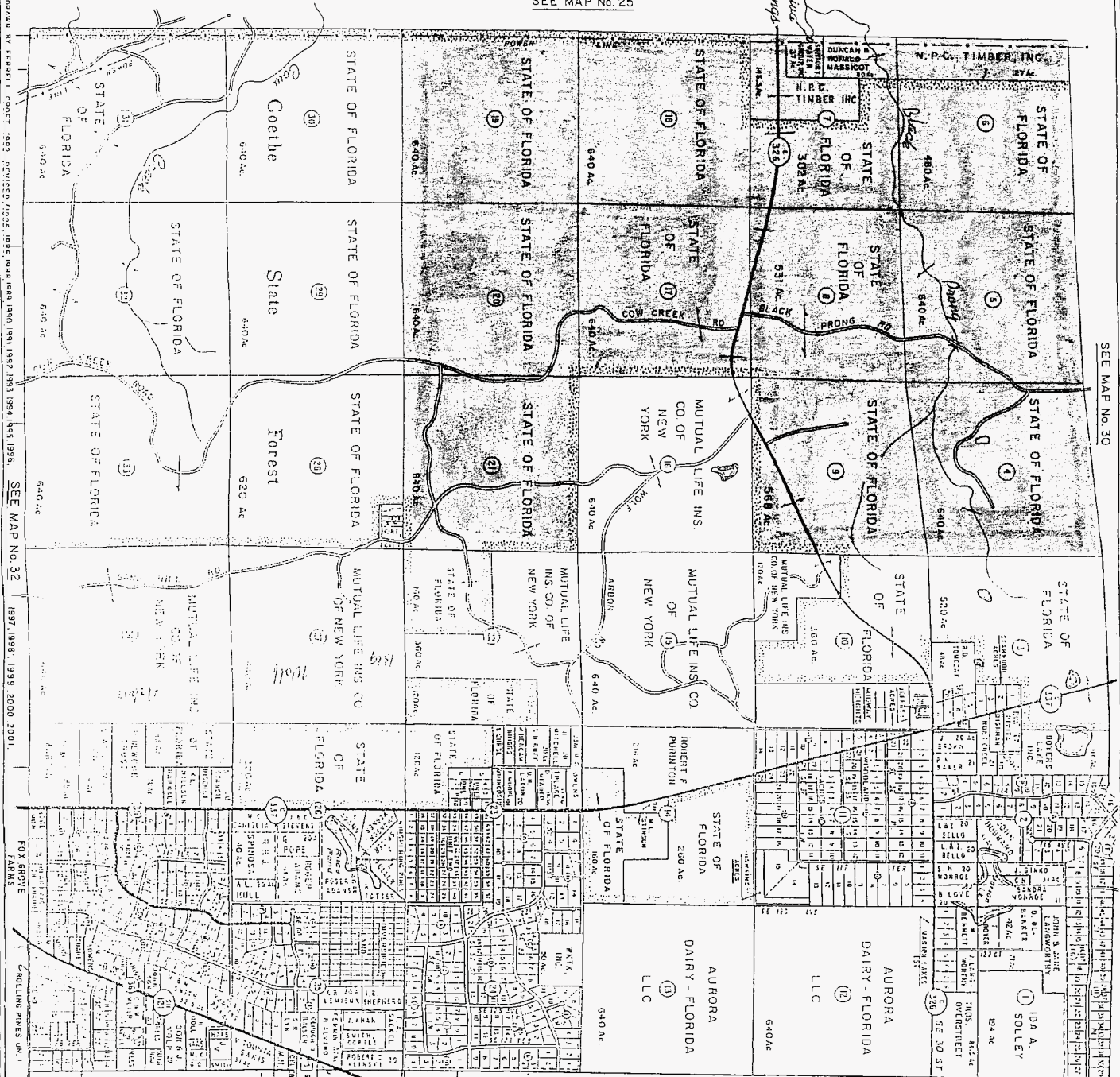
TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

TWP. 13 S.
RGE. 17 E.

Levy County, Florida

SEE MAP No. 25

SEE MAP No. 30



A. GRAYSON BY RESOLUTION, 1922. REVISED, 1922, 1925, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001.

SEE MAP No. 25

SEE MAP No. 30

STEELCHASE FARMS

0 2000 4000 6000 FEET

GRAPHIC SCALE

72

MORGAN FARMS

AURORA DAIRY - FLORIDA LLC

AURORA DAIRY - FLORIDA LLC

IDA A. SOLLEY

SEE MAP No. 32

1997, 1998, 1999, 2000, 2001.

SEE MAP No. 31

UNITED

TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

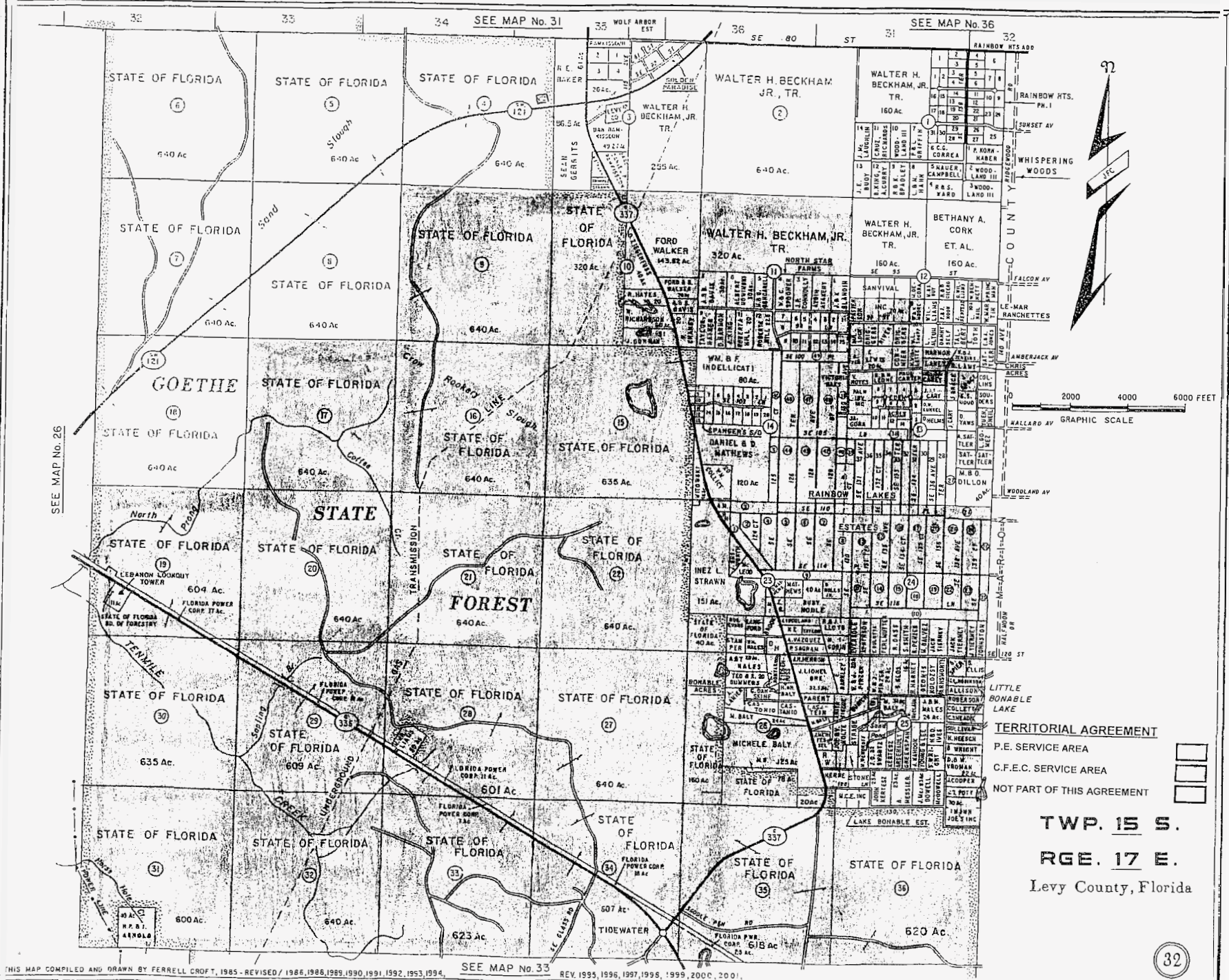
NOT PART OF THIS AGREEMENT

TWP. 14 S.

RGE. 17 E.

Levy County, Florida

31



SEE MAP No. 26

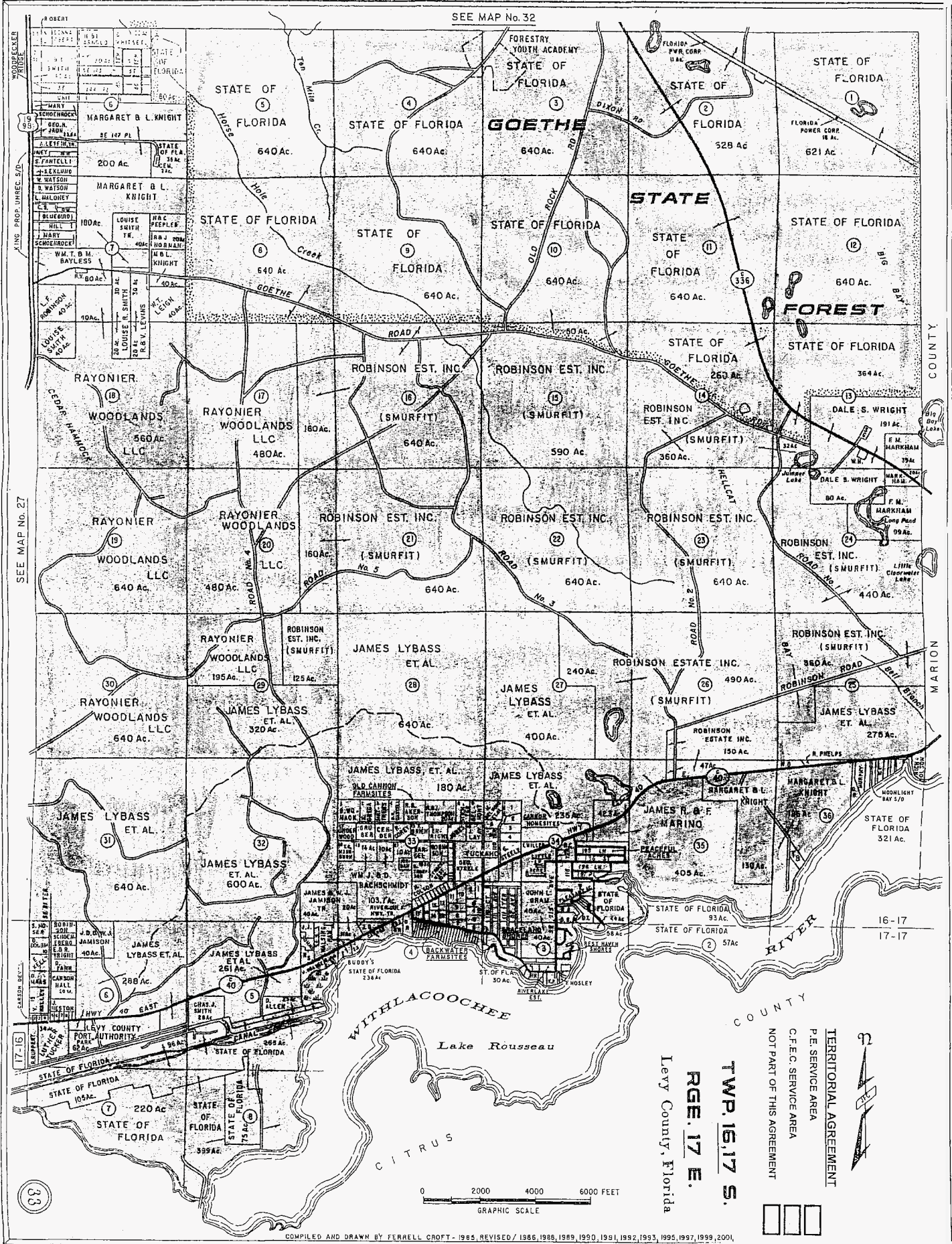
SEE MAP No. 31

SEE MAP No. 36

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

TWP. 15 S.
RGE. 17 E.
 Levy County, Florida

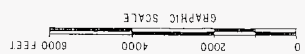
SEE MAP No. 32



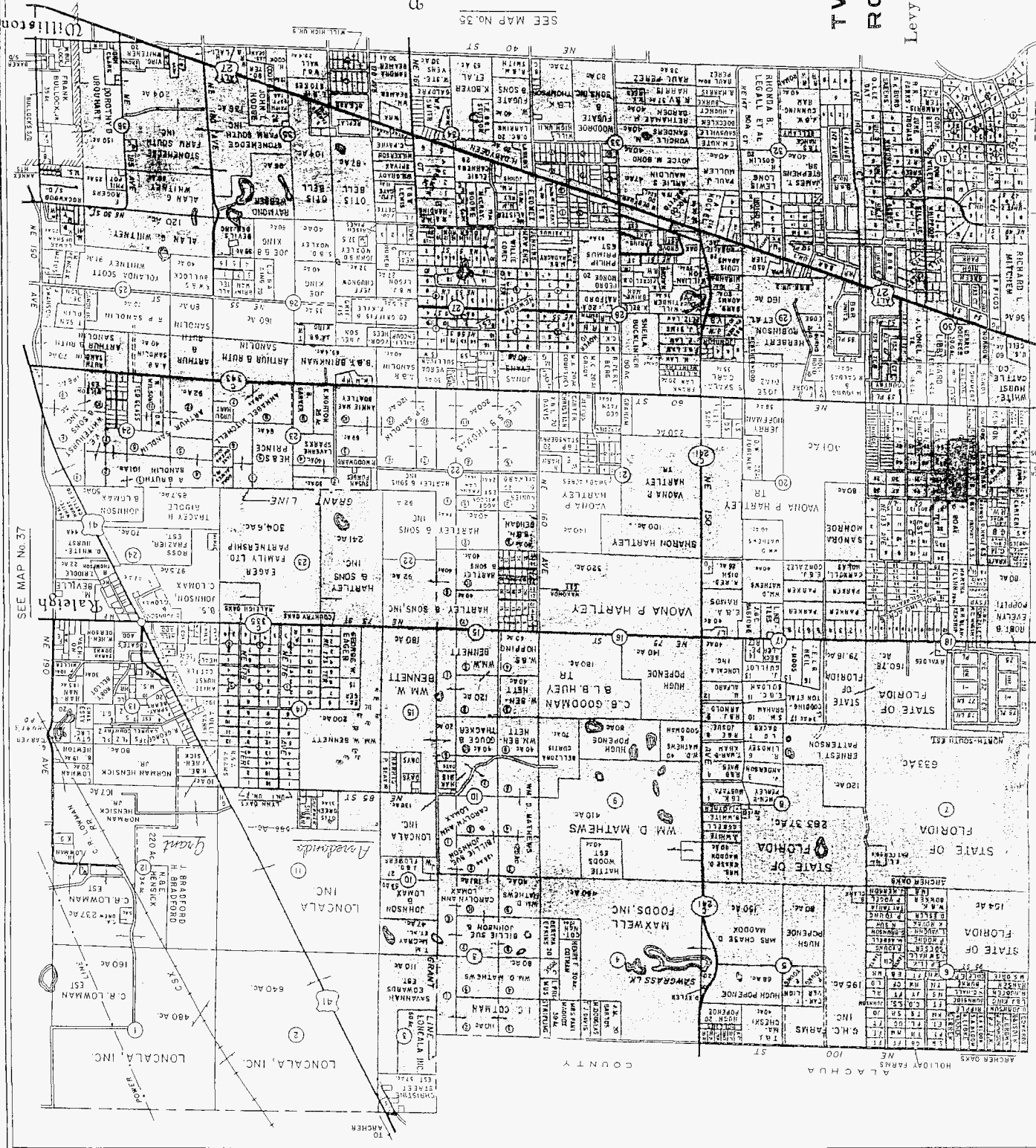
Levy County, Florida

TWP. 12 S.
RGE. 18 E.

TERRITORIAL AGREEMENT
P.E. SERVICE AREA
C.F.E.C. SERVICE AREA
NOT PART OF THIS AGREEMENT



SEE MAP NO. 35



SEE MAP NO. 29
TO BRUNSON
FLORIAN NIS
THE TOWNS AT

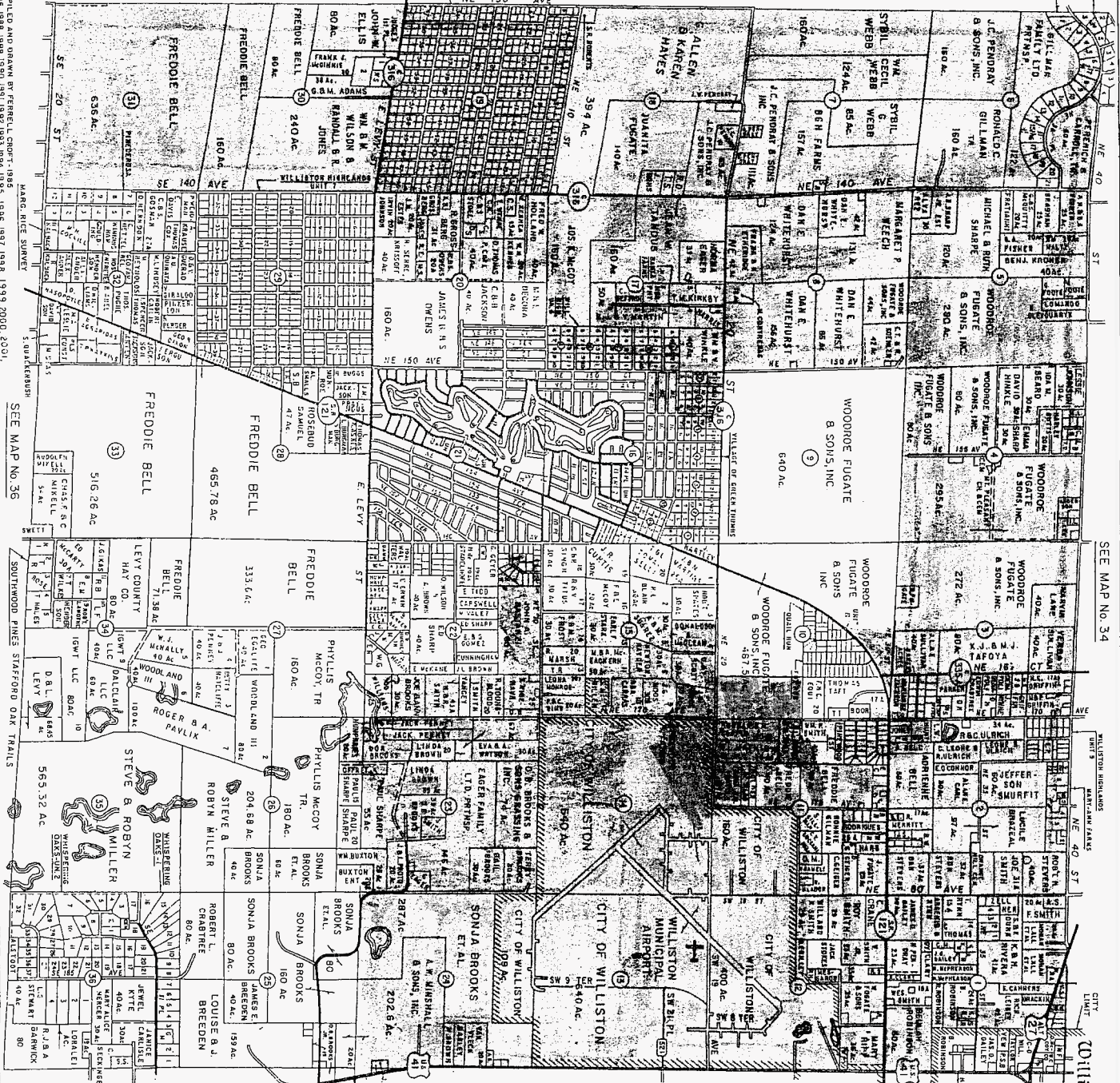
SEE MAP NO. 37
Raleigh
COLUMBIA

SEE MAP No. 30

NE SE

WILLISTON HIGHLANDS UN.12
NE 130 AVE

THE FARMS
AT WILLISTON



SEE MAP No. 34

SEE MAP No. 36

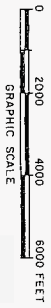
SEE MAP No. 38

CITY OF Williston

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



NE SE



TWP. 13 S.
 RGE. 18 E.

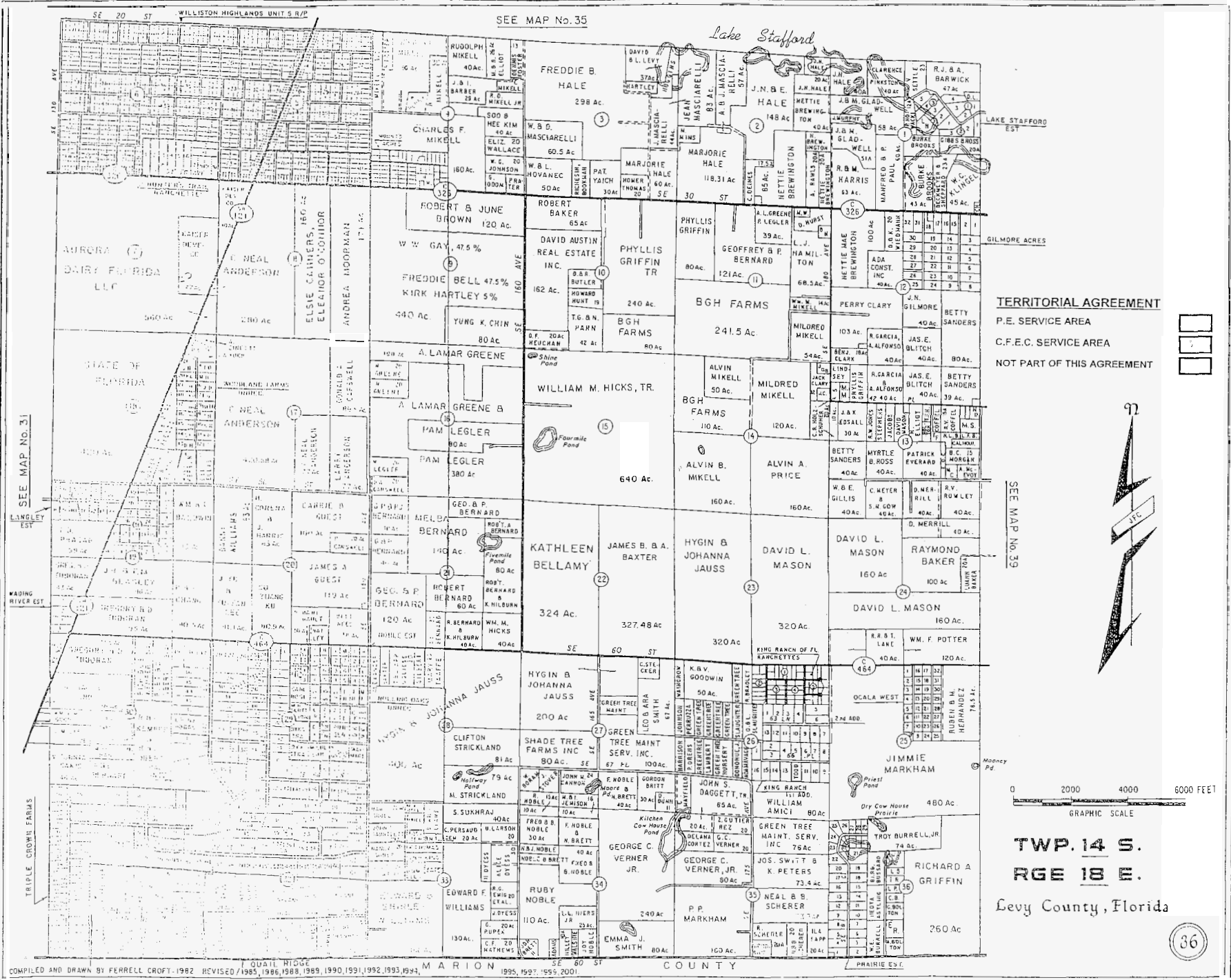
Levy County, Florida

35

THIS MAP COMPILED AND DRAWN BY FERRILL, CHPT-1, 1985
 REVISED / 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001.

SEE MAP No. 35

Lake Stafford



TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

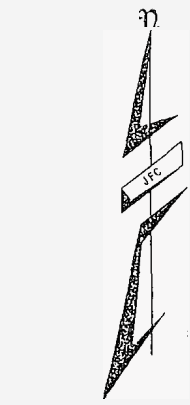
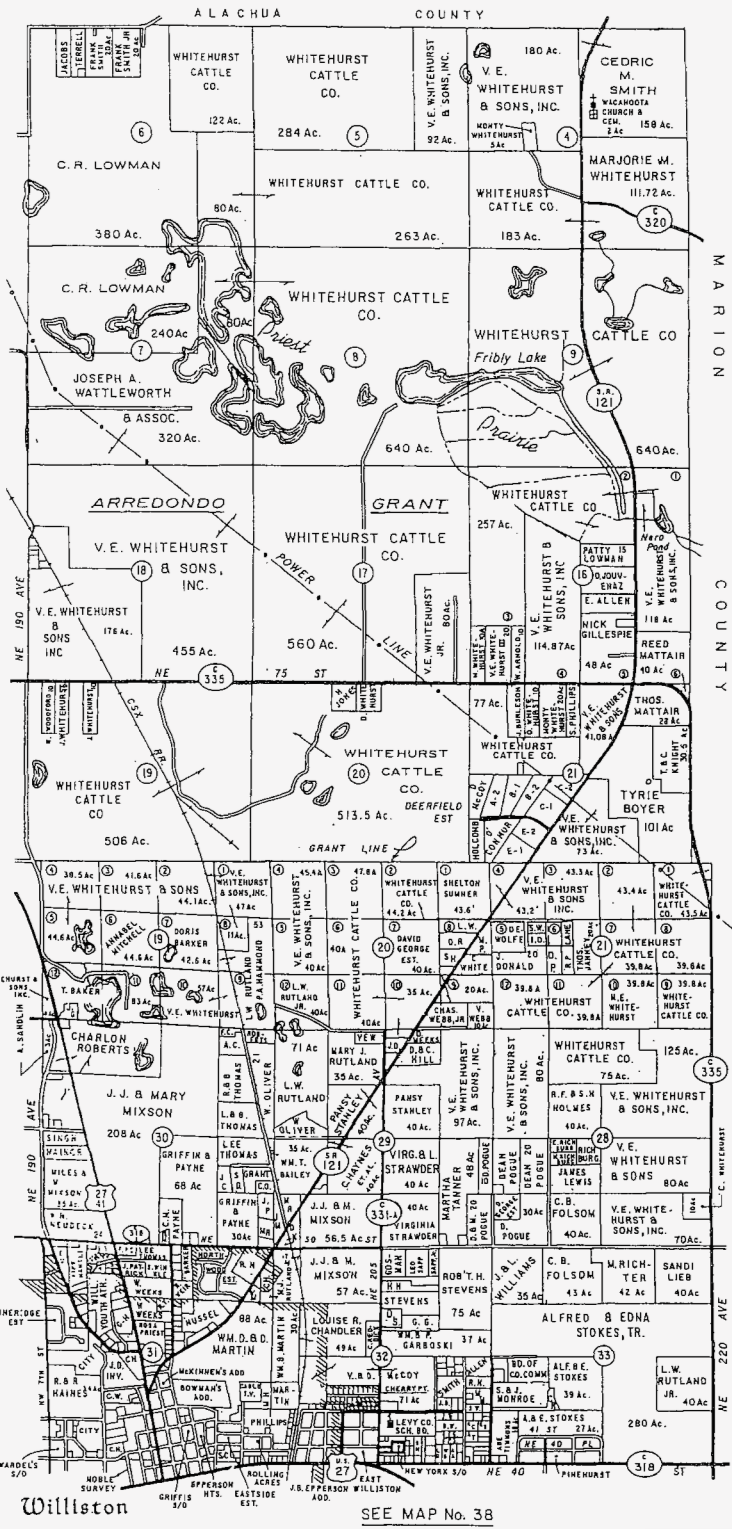


SEE MAP No. 39

0 2000 4000 6000 FEET
 GRAPHIC SCALE

TWP. 14 S.
 RGE 18 E.
 Levy County, Florida

COMPILED AND DRAWN BY FERRILL, CROFT, 1984. REVISED 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1997, 1998, 1999, 2000, 2001.



0 2000 4000 6000 FEET
GRAPHIC SCALE

TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT

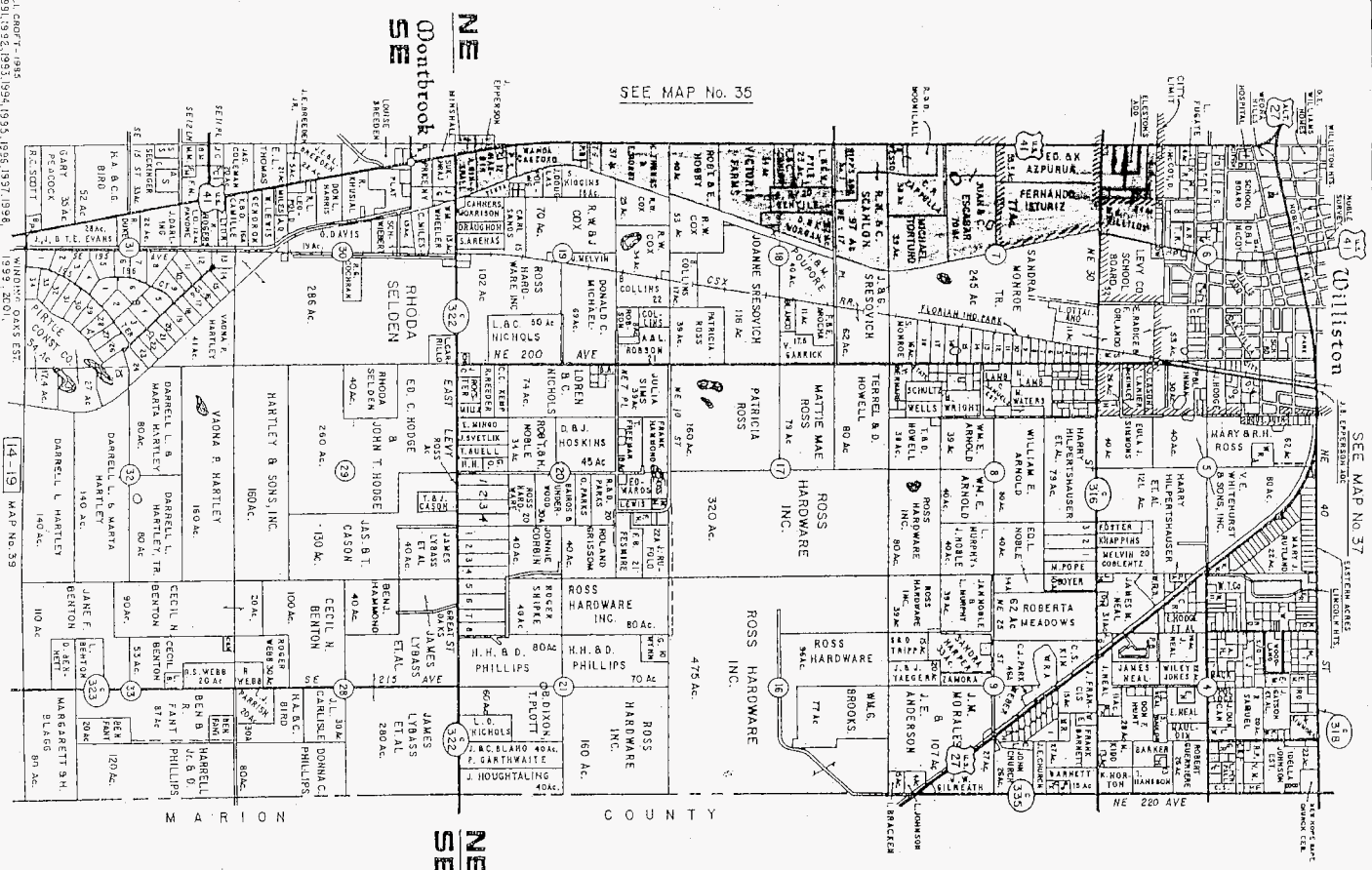
TWP. 12 S.
 RGE. 19 E.
 Levy County, Florida

Williston SEE MAP No. 38

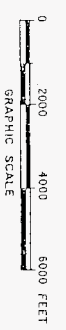
COMPILED AND DRAWN BY FERRILL GROFF, 1985
 REVISED 1986, 1989, 1989, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998

SEE MAP No. 35

SEE MAP No. 37



TERRITORIAL AGREEMENT
 P.E. SERVICE AREA
 C.F.E.C. SERVICE AREA
 NOT PART OF THIS AGREEMENT



TWP. 13 S.
 RGE. 19 E.
 Levy County, Florida

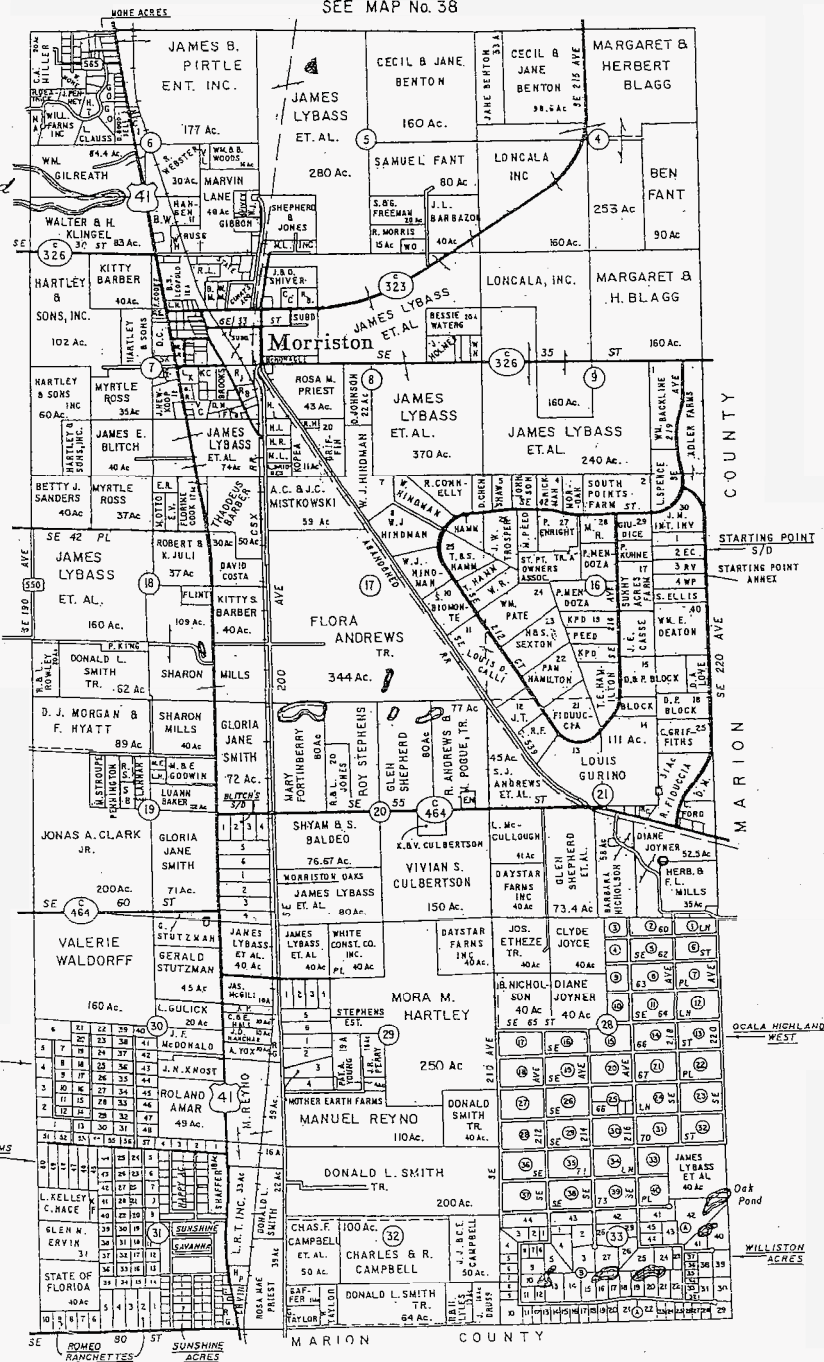
SEE MAP No. 38

Label Stafford

SEE MAP No. 36

SMALL FARMS UN. 2

SMALL FARMS UN. 1

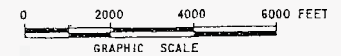


TERRITORIAL AGREEMENT

P.E. SERVICE AREA

C.F.E.C. SERVICE AREA

NOT PART OF THIS AGREEMENT



TWP. 14 S.
RGE. 19 E.

Levy County, Florida

**List of Extra-Territorial Customers
Subject to Transfer**

EXHIBIT B

Extra-Territorial Meter Accounts of Progress Energy Florida, Inc. to be transferred to Central Florida Electric Cooperative, Inc.

<u>Account Number</u>	<u>Meter Number</u>	<u>Name & Premise Address</u>
#42965-21076	#7104986	Wall, Fred 1621 NW 5 th St Chiefland, FL 32626
#80186-94489	#7280791	Dougherty, Ken 1804 NW 10 th St Chiefland, FL 32626
#88101-06371	#9180250	Southwest FL Water Mgmt 200 Spillway Rd. Inglis, FL 34449
#98637-12242	#2638535	DEP Greenway & Trails (Inglis Lock) 20751 SE 90 th Ave. Inglis, FL 34449
#61913-69325	#1351963	DEP Greenway & Trails (Lock Workshop) 20751 SE 90 th Ave. Inglis, FL 34449
#18164-08153	#5438442	Nature Coast R. Cers, Inc. (Snack Shop & Sound System) 20751 SE 90 th Ave. Inglis, FL 34449
#61223-02154	# 3077461	Ruth Ruppert 8050 Highway 40 E Inglis, FL 34449

EXHIBIT B

Extra-Territorial Meter Accounts of Central Florida Electric Cooperative, Inc. to be transferred to Progress Energy Florida, Inc.

Customer Name	Account Number	Map Location	Address
Patel, Ravindra M	4-0-186	E6 -- 29 -- 3	17850 NW Hwy. 19, Fanning Springs, FI 32693-7068
Patel, Ravindra M	4-0-426	E6 -- 29 -- 6	17850 NW Hwy. 19, Fanning Springs, FI 32693-7068
Paras, Alfred	4-2-640	E6 -- 33 -- 74	3602 Oranole Rd., Orlando, FI 32810-2042
Cook, Robert E	4-2-240	E6 -- NW33 -- 54	39 Springdale Rd., Lake Worth, FI 33467-3837
Wheeles, B L	4-2-525	E6 -- NW33 -- 63	8850 NW 166 Pl., Fanning Springs, FI 32693-7512
Pawlak, John V	4-2-639	E6 -- NW33 -- 73	16650 Old Fanning Rd., Fanning Springs, FI 32693-7006
Watson, Ronald	4-1-205	E7 -- 29 -- 9	3051 NW 170 St., Trenton, FI 32693-8032
Watson, Ronald	4-1-386	E7 -- 29 -- 13	3051 NW 170 St., Trenton, FI 32693-8032
Watson, Ida Mae	4-0-700	E7 -- 33 -- 5	303 North Young Blvd., Chiefland 32626-1008
Jordan, Sallie	4-0-534	E7 -- 33 -- 6	4451 NW 160 St., Trenton, FI 32693-7832
Jordan, Madge L	4-1-429	E7 -- 33 -- 8	P. O. Box 595, Trenton, FI 32693-0595
Ammons, Clarence L	4-4-011	E7 -- 33 -- 13	2551 NW 160 St., Trenton, FI 32693-8172
Ammons, Clarence L	4-4-040	E7 -- 33 -- 14	2551 NW 160 St., Trenton, FI 32693-8172
Polk, Mosey G	4-1-272	E7 -- SW28 -- 5	2851 NW 170 St., Trenton, FI 32693-8030
Curry, Sammy	4-1-441	E7 -- SW28 -- 6	17151 NW 30 Ave., Trenton, FI 32693-8017
Tremblay, Ronald H	4-2-366	F6 -- 15 -- 1	P. O. 1489, Chiefland, FI 32644-1489
White, L M	4-0-607	F6 -- 15 -- 2	P. O. Box 790, Chiefland, FI 32644-0790
White, Betsy A	4-2-698	F6 -- 15 -- 3	P. O. Box 790, Chiefland, FI 32644-0790
Stiles, Julian F	4-0-143	F6 -- 15 -- 4	7971 NW 132 Pl., Chiefland, FI 32626-7926
Stiles, Julian F	4-4-198	F6 -- 15 -- 7	7971 NW 132 Pl., Chiefland, FI 32626-7926
Jimenez, Lenin R	4-0-233	F6 -- 23 -- 5	12650 NW Old Fanning Rd., Chiefland, FI 32626-8170
Ocala Broadcasting Corp LLC	4-0-196	F6 -- 23 -- 34	3602 NE 20 Pl., Ocala, FI 34470-4957
White, L M	4-2-823	F6 -- 23 -- 106	P. O. Box 790, Chiefland, FI 32644-0790
Ocala Broadcasting Corp LLC	4-3-693	F6 -- 23 -- 120	3602 NE 20 Pl., Ocala, FI 34470-4957
Roesch, Kenneth M Jr	4-1-844	F6 -- NE15 -- 32	15411 NW 46 Lane, Chiefland, FI 32626
Shilstone, Robert	4-2-695	F6 -- NW10 -- 11	P. O. Box 1579, Chiefland, FI 32644-1579
Harrison, Oma U	4-0-367	F6 -- SW25 -- 16	5950 NW 135 St., Chiefland, FI 32626-8209
Figueroa, Gilberto	4-1-580	F6 -- SW25 -- 163	1215 NW 15 Ave., Chiefland, FI 32626-1556
Johns, Rosealee C	4-1-738	F6 -- SW25 -- 169	1303 NW 15 Ave., Chiefland, FI 32626-1557
Landrum, Jennifer	4-3-379	F6 -- SW25 -- 235	1211 NW 15 Ave., Chiefland, FI 32626-1556
Underwood, M Jann	4-4-009	F6 -- SW25 -- 250	1213 NW 15 Ave., Chiefland, FI 32626-1556
Everidge, B F	4-1-763	F6 -- SW3 -- 49	P. Box 1095, Chiefland, FI 32644-1095
Everidge, Jeffrey	4-4-135	F6 -- SW3 -- 131	Account is off
Hutchinson, W C	5-0-289	F7 -- 4 -- 2	15351 NW 60 Ave., Chiefland, FI 32626-5647
Engesser, Robert	5-0-018	F7 -- 4 -- 3	P.O. Box 2060, Chiefland, FI 32644-2060
Weber, Anthony	5-0-293	F7 -- 4 -- 9	2852 NW 150 St., Trenton, FI 32693-8173

Customer Name	Account Number	Map Location	Address
Christie, James P	5-0-765	F7 -- 4 -- 13	P. O. Box 993, Trenton, FI 32693
Christie, James P	5-0-871	F7 -- 4 -- 16	P. O. Box 993, Trenton, FI 32693
Christie, James P	5-0-345	F7 -- 4 -- 18	P. O. Box 993, Trenton, FI 32693
Beauchamp, Jeffrey D	5-1-419	F7 -- 4 -- 24	2751 NW 150 St., Trenton, FI 32693-8131
Engesser, Robert	5-1-754	F7 -- 4 -- 27	P. O. Box 2060, Chiefland, FI 32644-2060
Lowder, Thomas A	5-2-177	F7 -- 4 -- 28	P.O. Box 1623, Trenton, FI 32693-1623
Lowder, Thomas A	5-1-917	F7 -- 4 -- 29	P.O. Box 1623, Trenton, FI 32693-1623
Deweese, Virginia	5-4-215	F7 -- 4 -- 37	5919 SW 40 St., Bell, FI 32619-1721
Milos, George	4-0-072	F7 -- 5 -- 1	3270 NW 160 St., Trenton, FI 32693-8150
Faircloth, D D Jr	4-0-049	F7 -- 5 -- 5	P.O. Box 1628, Chiefland, FI 32644-1628
Matthews, George W	4-1-729	F7 -- 5 -- 19	3450 NW 160 St., Trenton, FI 32693-8151
Langston, Robert A	4-0-146	F7 -- 5 -- 34	4751 NW 155 St., Trenton, FI 32693-7943
Asbell, Ila W	4-0-054	F7 -- 8 -- 1	3250 NW 150 St., Trenton, FI 32693
Corbin, Wendell L	4-0-046	F7 -- 8 -- 2	P. O. Box 454, Trenton, FI 32693-0454
Langford, Lance E	4-0-946	F7 -- 8 -- 6	3551 NW 140 St., Chiefland, FI 32626-8637
Swilley Sam Jr	4-2-953	F7 -- 8 -- 13	3555 NW 140 St., Chiefland, FI 32626-8637
Asbell, Ila W	4-3-016	F7 -- 8 -- 14	13550 NE CR 339, Trenton, FI 32693-8854
Morgan, Charlie G Jr	4-3-048	F7 -- 8 -- 15	P. O. Box 621, Chiefland, FI 32644-0621
Graham, Kenneth A	5-0-191	F7 -- 9 -- 3	14251 NW 30 Ave., Chiefland, FI 32626-8611
Graham, Kenneth A	5-0-453	F7 -- 9 -- 5	14251 NW 30 Ave., Chiefland, FI 32626-8611
Graham, Donna	5-0-120	F7 -- 9 -- 6	Account is off
Workman, Sharon S	5-0-860	F7 -- 9 -- 8	14451 NW 30 Ave., Chiefland, FI 32626-8671
Roberts, Sanford	5-1-372	F7 -- 9 -- 10	P. O. Box 845, Chiefland, FI 32644-0845
Watson, Myron	5-2-449	F7 -- 9 -- 13	14551 NW 30 Ave., Chiefland, FI 32626-8612
Graham, Jack K	5-2-593	F7 -- 9 -- 14	14351 NW 30 Ave., Chiefland, FI 32626-8670
Watson, Myron	5-2-653	F7 -- 9 -- 15	14551 NW 30 Ave., Chiefland, FI 32626-8612
Watson, Angela M	5-3-707	F7 -- 9 -- 16	P. O. Box 486, Chiefland, FI 32644-0486
Graham, Mark L	5-0-431	F7 -- 16 -- 1	11351 NW 30 Ave., Chiefland, FI 32626-3322
Graham, Donna	5-0-392	F7 -- 16 -- 2	11351 NW 30 Ave., Chiefland, FI 32626-3322
Brookins, Thomas	5-0-391	F7 -- 16 -- 4	12550 NW 50 Ave., Chiefland, FI 32626-8534
Graham, Donna	5-2-378	F7 -- 16 -- 6	11351 NW 30 Ave., Chiefland, FI 32626-3322
Graham, Donna	4-1-406	F7 -- 17 -- 9	11351 NW 30 Ave., Chiefland, FI 32626-3322
Sache, Wesley	4-2-098	F7 -- 17 -- 11	13050 NW 30 Ave., Chiefland, FI 32626-8600
Brookins, Thomas	4-3-312	F7 -- 17 -- 14	12550 NW 50 Ave., Chiefland, FI 32626-8534
Polluck, Natasha T	4-0-921	F7 -- 32 -- 11	10251 NW 40 Ave., Chiefland, FI 32626-4348
Communicomm Services	4-0-981	F7 -- 32 -- 13	38710 Woodward Ave., Bloomfield Hills, MI 48304-5074
McQueen, Kenneth	4-1-042	F7 -- 32 -- 21	1050 SW 1 Dr., Chiefland, FI 32626-0279
Bryant, Jeffery	4-1-149	F7 -- 32 -- 24	P. O. Box 404, Chiefland, FI 32644
Green, Mildred	4-2-007	F7 -- 32 -- 35	P. O. Box 1773, Chiefland, FI 32644-1773
Dozier, Gurlie L	4-2-316	F7 -- 32 -- 42	P. O. Box 966, Chiefland, FI 32644-0966
Mitchem, Beverly M	4-3-161	F7 -- 32 -- 49	3931 NW 102 St., Chiefland, FI 32626-4341
Smith, William L Jr	4-3-425	F7 -- 32 -- 50	P. O. Box 1838, Chiefland, FI 32644-1838
Brown, Nacola	4-4-195	F7 -- 32 -- 57	10090 NW 38 Ter., Chiefland, FI 32626-4336

Customer Name	Account Number	Map Location	Address
Rose, Richard L	5-0-699	F9 -- 26 -- 1	11553 NE Hwy. 24, Archer, FI 32618-6422
Sinclair, Patrick D	5-0-700	F9 -- 26 -- 2	P.O. Box 439, Archer, FI 32618-0439
Simmons, Richard L	5-0-401	F9 -- SE24 -- 2	Account is off
Cleaver, Betty J	5-0-869	F9 -- SE24 -- 6	P. O. Box 531, Archer, FI 32618-0531
Cleaver, Betty J	5-1-009	F9 -- SE24 -- 9	P. O. Box 531, Archer, FI 32618-0531
Cleaver, Betty J	5-1-010	F9 -- SE24 -- 10	P. O. Box 531, Archer, FI 32618-0531
Humphrey, Robert D	5-1-011	F9 -- SE24 -- 11	P. O. Box 486, Archer, FI 32618-0486
Avery, Roger	5-1-012	F9 -- SE24 -- 12	P. O. Box 255, Keene, NH 03431-0255
Tierney, James P	5-1-013	F9 -- SE24 -- 13	3080 Ditmar Rd., Weedsport, NY 12166
Cleaver, Betty J	5-1-014	F9 -- SE24 -- 14	P. O. Box 193, Archer, FI 32618-0193
Horn, David A	5-1-015	F9 -- SE24 -- 15	270 Island Rd., Phoenix, NY 13135
Lovine, Alan M	5-1-016	F9 -- SE24 -- 16	P. O. Box 1095, Archer, FI 32618-1095
Highsmith, Ellery A	5-1-017	F9 -- SE24 -- 17	P. O. Box 1013, Archer, FI 32618-1013
Ferguson, Lee E	5-1-018	F9 -- SE24 -- 18	P. O. Box 97, Fair Haven, NY 13064
Marwood, William E	5-1-019	F9 -- SE24 -- 19	P. O. Box 1233, Archer, FI 32618-1233
Virgil, Raymond	5-1-020	F9 -- SE24 -- 20	7171 Rt. 20, Box 9B, Madison, NY 13402
Saich, Frank J	5-1-681	F9 -- SE24 -- 25	286 Ouderkirk Rd., NY 13142-2255
Cleaver, Richard	5-1-686	F9 -- SE24 -- 26	Account is off
Simmons, Richard L	5-2-241	F9 -- SE24 -- 27	299 Rt. 103, Sunapee, NH 03782
Penny, Nathan	2-0-179	G10 -- 13 -- 2	18091 NE 75 St., Williston, FI 32696-6745
Jenkins, Willie M	2-1-053	G10 -- 13 -- 3	18111 NE 75 St., Williston, FI 32696-3898
Penny, Queen E	2-0-395	G10 -- 13 -- 4	18151 NE 75 St., Williston, FI 32696-3898
Penny, Louis Jr	2-0-303	G10 -- 13 -- 6	18151 NE 75 St., Williston, FI 32696-3898
Cox, Samuel	2-4-959	G10 -- 13 -- 8	18031 NE 75 St., Williston, FI 32696-6745
Dallas, Wanda D	2-6-520	G10 -- 13 -- 9	18051 NE 75 St., Williston, FI 32696-6745
Locke, Shirley	2-1-338	G10 -- 19 -- 1	5360 Shoupe Lane, Mulberry, FI 33860-9183
Miller, Irene P	2-1-176	G10 -- 19 -- 8	6050 NE 131 Ave., Williston, FI 32696-4763
Locke, Shirley	2-3-110	G10 -- 19 -- 32	5360 Shoupe Lane, Mulberry, FI 33860-9183
Walton, Ronald L	2-5-209	G10 -- 19 -- 52	6051 NE 133 Ave., Williston, FI 32696-4764
Hall, Sandra R	2-7-034	G10 -- 19 -- 91	P. O. Box 863, Williston, FI 32696-0863
Fortner, Don W	2-4-520	G10 -- 20 -- 5	14751 NE 60 St., Williston, FI 32696-4911
Fortner, Don W	2-2-357	G10 -- 20 -- 7	14751 NE 60 St., Williston, FI 32696-4911
Fortner, Don W	2-3-188	G10 -- 20 -- 8	14751 NE 60 St., Williston, FI 32696-4911
Hobby, Robert G	2-0-254	G10 -- 21 -- 3	15720 SW 191 Ave, Williston, FI 32696-3500
Nunier, Colette J	2-0-450	G10 -- 22 -- 1	6651 NE 160 Ave, Williston, FI 32696-4932
Thomas, Lee A	2-0-382	G10 -- 22 -- 3	P. O. Box 490, Williston, FI 32696-0490
Sandlin, Arthur	2-1-045	G10 -- 22 -- 4	16851 NE 60 St., Williston, FI 32696-4956
Hartley, Gary G	2-0-241	G10 -- 22 -- 5	P. O. Box 211, Morriston, FI 32668-0211
Law, Frank	2-2-438	G10 -- 22 -- 6	15150 NE 60 St., Williston, FI 32696-4904
Aylward, Dorothy M	2-4-688	G10 -- 22 -- 7	6551 NE 160 Ave., Williston, FI 32696-4931
Bergdoll, Dara S	2-5-565	G10 -- 22 -- 9	16851 NE 60 St., Williston, FI 32696-4956
Thomas, Lee A	2-6-058	G10 -- 22 -- 10	P. O. Box 490, Williston, FI 32696-0490
Moxley, Steve	2-6-349	G10 -- 26 -- 1	17051 NE 50 St., Williston, FI 32696-6667

Customer Name	Account Number	Map Location	Address
King, Joe A	2-2-067	G10 -- 26 -- 6	P. O. Box 89, Williston, FI 32696-0089
Huber, Pamela G	2-1-872	G10 -- 27 -- 3	P. O. Box 833, Williston, FI 32696-0833
Sullivan, Verda Lee	2-0-423	G10 -- 27 -- 4	3850 NE 167 Ct., Williston, FI 32696-7771
Neal, Janet S	2-3-774	G10 -- 27 -- 36	5251 NE 167 Ct., Williston, FI 32696-6630
Jones, Jerry G	2-4-742	G10 -- 27 -- 50	16951 NE 50 St., Williston, FI 32696-6612
Moxley, Steve	2-5-258	G10 -- 27 -- 56	17051 NE 50 St., Williston, FI 32696-6667
Huber, Pamela G	2-5-830	G10 -- 27 -- 63	P. O. Box 833, Williston, FI 32696-0833
Sheppard, Kevin B	2-6-754	G10 -- 27 -- 80	16851 NE 50 St., Williston, FI 32696-7415
McCoy, Sherry D	2-6-381	G10 -- 28 -- 48	5771 NE 157 Ter., Williston, FI 32696-6422
Audette, Janet	2-0-226	G10 -- 34 -- 10	158 Roseland Ave., Caldwell, NJ 07006-5904
Lewis, John B	2-3-116	G10 -- 34 -- 52	4991 NE 167 Ct., Williston, FI 32696-6628
Rodriguez, Sheila L	2-4-933	G10 -- 34 -- 66	16850 NE 50 St., Williston, FI 32696-7414
Skala, Sheryl L	2-1-478	G10 -- NE29 -- 1	5850 NE 150 Ave., Williston, FI 32696-5911
Skala, Sheryl L	2-3-510	G10 -- NE29 -- 4	5850 NE 150 Ave., Williston, FI 32696-5911
Skala, Sheryl L	2-3-664	G10 -- NE29 -- 6	5850 NE 150 Ave., Williston, FI 32696-5911
Patton, Sharon D	2-4-730	G10 -- NE29 -- 9	14890 NE 57 Pl., Williston, FI 32696-5900
Palmer, David R	2-6-358	G10 -- NE29 -- 15	5590 NE 150 Ave., Williston, FI 32696-5983
Palmer, David R	2-6-406	G10 -- NE29 -- 16	5592 NE 150 Ave., Williston, FI 32696-5983
Young, Martin	2-3-355	G10 -- NW29 -- 24	14150 NE 60 St., Williston, FI 32696-4900
Young, Martin	2-4-127	G10 -- NW29 -- 27	14150 NE 60 St., Williston, FI 32696-4900
Holroyd, Lloyd R	2-4-300	G10 -- NW29 -- 28	P. O. Box C, Williston, FI 32696-0076
Kordgien, Ernst	2-0-368	G10 -- SE21 -- 1	6250 NE 156 Ct., Williston, FI 32696-4962
Stansberry, Terry W	2-5-400	G10 -- SE21 -- 4	6350 NE 160 Ave., Williston, FI 32696-4989
Gilbert, Ellen C	2-2-064	G10 -- SE21 -- 5	6390 NE 160 Ave., Williston, FI 32696-4989
Michaels, Summer R	2-2-082	G10 -- SE21 -- 6	6431 NE 156 Ct., Williston, FI 32696-4966
Walsh, Sandra	2-2-166	G10 -- SE21 -- 8	6430 NE 156 Ct., Williston, FI 32696-4963
Yelich, Joel V	2-5-587	G10 -- SE21 -- 9	6151 NE 156 Ct., Williston, FI 32696-4964
Harn, Suzanne	2-5-643	G10 -- SE21 -- 12	6490 NE 160 Ave., Williston, FI 32696-4998
Davis, Kenneth J	2-4-896	G10 -- SE21 -- 13	15951 NE 60 St., Williston, FI 32696-5004
Carter, William E Jr	2-5-041	G10 -- SE21 -- 15	P.O. Box 862, Williston, FI 32696-0862
Carter, William E Jr	2-5-042	G10 -- SE21 -- 16	P.O. Box 862, Williston, FI 32696-0862
Carter, William E Jr	2-5-132	G10 -- SE21 -- 17	P.O. Box 862, Williston, FI 32696-0862
Christian, Michael	2-6-429	G10 -- SE21 -- 21	15851 NE 60 St., Williston, FI 32696-4905
Hobson, Richard	2-6-460	G10 -- SE21 -- 22	15551 NE 64 Pl., Williston, FI 32696-5010
Gilbert, Ellen C	2-6-522	G10 -- SE21 -- 23	6390 NE 160 Ave., Williston, FI 32696-4989
King, Joe A	2-3-301	G10 -- SE26 -- 1	P. O. Box 89, Williston, FI 32696-0089
Schwiebert, Kenneth A	2-5-560	G10 -- SE26 -- 9	17950 NE 53 Lane, Williston, FI 32696-6643
US Cellular Corp	2-6-157	G10 -- SW25 -- 1	P.O. Box 182576, Columbus, OH 43218-2576
Hunter, Marie K	2-0-397	G10 -- SW25 -- 2	113 East Noble Ave., Williston, FI 32696-2144
Schwiebert, Kenneth A	2-6-170	G10 -- SW25 -- 3	17950 NE 53 Lane, Williston, FI 32696-6643
Bullock, Wade	2-6-617	G10 -- SW25 -- 5	18050 NE 55 St., Williston, FI 32696-6631
Alltel Mobile	2-0-039	G10 -- SW25 -- 10	P. O. Box 8056, Little Rock, AR 72203-8056
Bullock, Wade	2-6-004	G10 -- SW25 -- 21	505 SW 7 St., Williston, FI 32696-2411

Customer Name	Account Number	Map Location	Address
Catlett, Michelle	3-0-334	G6 -- NE1 -- 10	P. O. Box 972, Williston, FI 32696-0972
Lynn, Barbara	3-0-288	G6 -- NE1 -- 12	P.O. Box 778, Chiefland, FI 32644-0778
Smith, James H	3-0-289	G6 -- NE1 -- 14	P.O. Box 2298, Chiefland, FI 32644-2298
Pomeroy, Matthew T	3-0-287	G6 -- NE1 -- 17	P.O. Box 881, Chiefland, FI 32644-0881
Williams, Rodney K	3-1-479	G6 -- NE1 -- 20	15650 NW 90 Ave., Trenton, FI 32696-7128
Cohens, Carolyn	3-0-280	G6 -- NE1 -- 26	P. O. Box 329, Chiefland, FI 32644-0329
Cathron, Larry	3-0-722	G6 -- NE1 -- 75	P.O. Box 150, Chiefland, FI 32644-0150
Lee, Fannie L	3-1-645	G6 -- NE1 -- 116	P. O. Box 1239, Chiefland, FI 32644-1239
Ward, Charlie M	3-1-739	G6 -- NE1 -- 147	P. O. Box 1945, Chiefland, FI 32644-1945
Sharps, Charles A	3-1-938	G6 -- NE1 -- 150	P. O. Box 782, Chiefland, FI 32644-0782
Byrd, Willie J	3-1-946	G6 -- NE1 -- 151	P. O. Box 636, Chiefland, FI 32644-0636
Heath, W C	3-1-964	G6 -- NE1 -- 154	P. O. Box 268, Chiefland, FI 32644-0268
Barber, Paul L	3-2-103	G6 -- NE1 -- 155	P. O. Box 365, Chiefland, FI 32644-0365
White, Pamela R	3-2-165	G6 -- NE1 -- 158	P. O. Box 576, Chiefland, FI 32644-0576
Horton, Marilyn J	3-2-258	G6 -- NE1 -- 160	P. O. Box 1202, Chiefland, FI 32644-1202
Cathron, Kristy L	3-2-590	G6 -- NE1 -- 169	P. O. Box 307, Chiefland, FI 32644-0307
Jones, Michael H	3-2-707	G6 -- NE1 -- 170	P. O. Box 2864, Chiefland, FI 32644-2864
Barnes, Diane L	5-1-211	G9 -- 7 -- 24	P. O. Box 1378, Bronson, FI 32621
Monroe, Richard S	5-1-827	G9 -- 7 -- 35	P. O. Box 538, Bronson, FI 32621-0538
Lafam, Norman D	5-1-846	G9 -- 7 -- 36	P. O. Box 723, Bronson, FI 32621-0723
Broxton, L R	5-1-652	G9 -- 16 -- 19	P. O. Box 1101, Bronson, FI 32621-1101
Moring Tru-Gas Service	5-0-479	G9 -- 18 -- 1	P. O. Box 62, Bronson, FI 32621-0062
Keen, James	5-0-480	G9 -- 18 -- 3	8991 NE 60 St., Bronson, FI 32621
Lebron, Janet A	5-2-575	G9 -- 22 -- 54	10380 NE 69 Pl., Bronson, FI 32621-4731
Zeitz, Roberta D	5-2-703	G9 -- 22 -- 56	P. O. Box 1881, Bronson, FI 32621-1881
McClendon, Josephine	5-0-596	G9 -- NW17 -- 1	P. O. Box 223, Bronson, FI 32621-0223
Mitchem, Louise S	5-0-590	G9 -- NW17 -- 4	P. O. Box 576, Bronson, FI 32621-0576
Brinson, Ethel	5-0-592	G9 -- NW17 -- 5	P. O. Box 474, Bronson, FI 32621-0474
Bonaccorso, Erin S	5-0-034	G9 -- NW17 -- 27	16181 NW Hwy. 27, Williston, FI 32696
Beck, Anne M	5-2-013	G9 -- NW17 -- 36	P. O. Box 928, Bronson, FI 32696-0928
Planet Recess Child Care Cnter	5-1-454	G9 -- SE17 -- 43	P.O. Box 1449, Bronson, FI 32696-1449
Barr, Libby	5-1-959	G9 -- SE17 -- 64	P.O. Box 207, Bronson, FI 32696-0207
Ferrell, Michael	5-2-587	G9 -- SE17 -- 80	P.O. Box 1906, Bronson, FI 32696-1906
Faught, Naomi	5-2-048	G9 -- SW15 -- 39	P.O. Box 1316, Bronson, FI 32696-1316
Reinstra, Donna J	5-2-049	G9 -- SW15 -- 40	P.O. Box 993, Bronson, FI 32696-0993
Cobb, Dogan S	5-0-118	G9 -- SW17 -- 4	P.O. Box 7, Bronson, FI 32696-0007
Methodist Church	5-0-594	G9 -- SW8 -- 18	663 South Pine St., Bronson. FI 32696-6731
Levy County Bd of Public Inst.	5-1-049	G9 -- SW8 -- 53	P.O. Box 129, Bronson, FI 32696-0129
Phyllis P. Peterson	2-6-544	L10 -- 7 -- 1	9805 SW Highway 136, Dunnellon, FI 34430-0241
Phyllis P. Peterson	2-6-545	L10 -- 7 -- 2	9805 SW Highway 136, Dunnellon, FI 34430-0241
Wayne C. Holman	2-1-548	L10 -- 19 -- 3	11816 N. Angus Hill Terrace, Dunnellon, FI 34433-3003
Gerald Warner Welding	2-0-361	L10 -- 30 -- 1	24850 W. Hwy. 40, Dunnellon, FI 34431-6041
JoAnn James	2-1-486	L10 -- 31 -- 1	24990 W. Highway 40, Dunnellon, FI 34431-6042
Barnes, Margaret B	2-2-698	M8 -- 2 -- 1	P.O. Box 103, Inglis, FI 34449-0103
Bazarte, Valerie	2-6-085	M8 -- 2 -- 9	P.O. Box 175, Inglis, FI 34449-0175
Newell, Charles A	2-6-612	M8 -- 2 -- 18	18 Winding River Lane, Inglis, FI 34449-9507

EXHIBIT B

Extra-Territorial Light Accounts
of Central Florida Electric Cooperative, Inc.
to be transferred to Progress Energy Florida, Inc.

Customer Map Location				
E6	--	29	--	4
E6	--	29	--	2A
E6	--	29	--	2B
E6	--	29	--	4B
E6	--	33	--	86
F10	--	8	--	16
F10	--	8	--	18
F10	--	8	--	19
F10	--	8	--	21
F10	--	18	--	6
F10	--	19	--	38
F10	--	19	--	42
F10	--	19	--	43
F10	--	19	--	46
F6	--	23	--	44
F6	--	NE15	--	37
F6	--	NW10	--	15
F7	--	32	--	43
F7	--	32	--	45
F7	--	32	--	58
F9	--	SE24	--	7C
F9	--	SE24	--	7D
G10	--	13	--	10
G10	--	20	--	4
G10	--	27	--	5
G10	--	NE29	--	2A
G10	--	NE29	--	2B
G10	--	NE29	--	2C
G10	--	SE21	--	14
G10	--	SE21	--	19A
G10	--	SE21	--	19B
G10	--	SE21	--	20A
G10	--	SE21	--	20B
G6	--	NE1	--	23
G6	--	NE1	--	36
G6	--	NE1	--	94
G6	--	NE1	--	105
G6	--	NE1	--	163
G6	--	NE1	--	94B
G6	--	NE1	--	C121
G6	--	NE1	--	C17
G6	--	NE1	--	C20
G6	--	NE1	--	C8
G9	--	18	--	2
G9	--	SE17	--	44
G9	--	SE17	--	45
G9	--	SE17	--	65
G9	--	SE17	--	84
G9	--	SW17	--	8
G9	--	SW17	--	C16
G9	--	SW8	--	6
G9	--	SW8	--	56
G9	--	SW8	--	61
G9	--	SW8	--	91
G9	--	SW8	--	96
G9	--	SW8	--	106A
G9	--	SW8	--	106B
G9	--	SW8	--	C30
G9	--	SW8	--	C35
G9	--	SW8	--	C51
G9	--	SW8	--	C52
G9	--	SW8	--	C68

ATTACHMENT 2

**General Highway Maps for
Citrus, Levy and Marion Counties**

**PLEASE SEE “EXHIBIT A” OF ATTACHED
PROGRESS ENERGY FLORIDA –
CENTRAL FLORIDA ELECTRIC COOPERATIVE
TERRITORIAL AGREEMENT**

ATTACHMENT 3

**Sample Notification Letter to
Extra-Territorial Customers**



November 17, 2004

SAMPLE

Dear

To ensure that electric utilities in Florida, such as Progress Energy, are able to provide reliable and economical electric service to their customers, utilities enter into agreements with one another establishing geographical territories in which each utility is the exclusive provider of electric service. Utilities enter into these territorial agreements in an effort to avoid unnecessary and uneconomic construction of duplicate electrical distribution lines and other facilities that can occur when two utilities serve customers in the same area. Approval of the Florida Public Service Commission is required to ensure these objectives are met.

Over the past many years, we at Progress Energy (formerly known as Florida Power) have had the pleasure of serving customers in your area because of territorial agreements with our neighboring utility, Central Florida Electric Cooperative (CFEC). We have recently entered into a new territorial agreement with CFEC that will revise some of the service area boundaries between the two utilities and enable each to serve its customers more reliably and economically. The new agreement must be approved by the Public Service Commission before it can become effective and you will have the opportunity to provide your comments to the Commission before making its decision. If you wish, we will provide the pertinent contact information when the territorial agreement has been filed and docketed with the Commission.

If approved, the terms of the new territorial agreement call on CFEC to provide electric service in your area. Your account would be transferred to CFEC as soon as practicable after approval of the agreement. While we regret losing the opportunity to serve you and your neighbors in the future, CFEC is an excellent utility and I am confident you will find their service to be satisfactory.

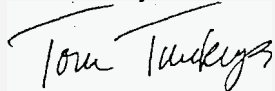
November 17, 2004

You will not need to do anything to initiate this transfer since Progress Energy and CFEC will handle all of the arrangements on your behalf. If you have a deposit with Progress Energy, it 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.

To provide you a rate comparison, in September, 2004, the residential rate of Progress Energy for 1,000 kiloWatt-hours (kWh) was \$86.88. For the same month, according to the information we have been provided, the residential rate of CFEC for 1,000 kWh was \$90.00. The rates of both utilities are subject to periodic change and may be raised or lowered in the future.

Please let me know if you have any questions or concerns about this change in your electric service. You can reach me by phone at 850-342-2385, by e-mail at thomas.tuckey@pgnmail.com, or by regular mail at Progress Energy, Attn: Tom Tuckey, 1295 E. Rocky Branch Rd; Monticello, FL 32344.

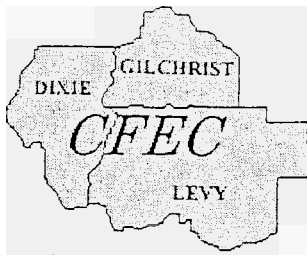
Sincerely,



Tom Tuckey
Customer Service Manager

cc: Mr. Ed Ricketson
Central Florida Electric Cooperative

Mr. Ben Dawson
Central Florida Electric Cooperative



CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC.

PO BOX 9, CHIEFLAND, FLORIDA 32644

TELEPHONE 352-493-2511

Your Touchstone Energy® Cooperative



November 17, 2004

SAMPLE

Account Number:

Dear

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

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Please let me know if you have any questions or concerns about this change in your electric service. You can reach me by phone at 352-493-2511, by e-mail at Jennifer@cfec.com or by regular mail at Central Florida Electric Cooperative, Attn: Ed Ricketson, PO Box 9, Chiefland, FL 32644.

Sincerely,

A handwritten signature in black ink that reads "Ed Ricketson". The signature is written in a cursive style with a large initial "E" and "R".

Ed Ricketson
General Manager

cc: Mr. Tom Tuckey, Progress Energy
Mrs. Lynette Vermillion, Progress Energy

STATE OF FLORIDA



DIVISION OF THE COMMISSION CLERK & ADMINISTRATIVE SERVICES
BLANCA S. BAYÓ
DIRECTOR

Public Service Commission

Docket No. : 041413- EU

Document No.: 13301-04

Central Florida Electric Cooperative, Inc./Progress Energy Florida, Inc. (McGee) - Joint petition for approval of amendment territorial agreement in Levy and Marion Counties. [CCA note: Maps forwarded to ECR.]

CCA note: Map can be located in maps microfilm.