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December 28, 2023

VIA ELECTRONIC FILING

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

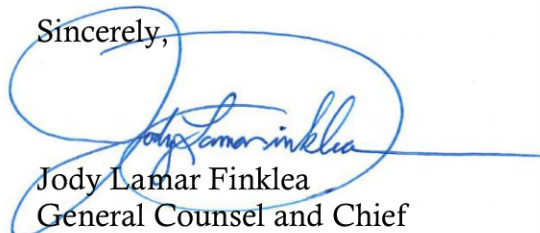
Dear Mr. Teitzman:

Re: ERRATA FILING for Joint Petition of Sumter Electric Cooperative, Inc. and the City of Bushnell, a Florida municipality, for approval of a Modification to a Territorial Agreement in and for Sumter County; DOCKET NO. 20230140-EU

Please find enclosed for electronic filing, the second amendment to the parties' territorial agreement, which was inadvertently omitted from yesterday's filing of the above referenced joint petition.

Thank you for your assistance in this matter and if there are any questions, please call me at (850) 297-2011.

Sincerely,



Jody Lamar Finklea
General Counsel and Chief
Legal Officer

as counsel for the City of Bushnell, Florida

cc: D. Bruce May, Jr.
Tracy de Lemos

SECOND AMENDMENT TO TERRITORIAL AGREEMENT

This Second Amendment to Territorial Agreement (this "**Second Amendment**"), dated as of December 4, 2023, is by and between SUMTER ELECTRIC COOPERATIVE, INC., a Florida rural electric cooperative ("**SECO**") and the CITY OF BUSHNELL, FLORIDA, a Florida municipality that owns and operates an electric distribution system in Sumter County and organized and existing under the laws of the State of Florida ("**Bushnell**") (collectively, "**Parties**" or individually a "**Party**"), and shall become effective upon the approval of the Florida Public Service Commission ("**Commission**").

WHEREAS, SECO and Bushnell are parties to a Territorial Agreement dated September 24, 2019, (the "**Underlying Agreement**") which was approved by PSC Order No. PSC-2020-0258-PAA-EU, issued July 24, 2020, and effective August 19, 2020, by Consummating Order No PSC-2020-0281-CO-EU issued August 19, 2020.

WHEREAS, SECO and Bushnell are also parties to a First Amendment to Territorial Agreement, dated as of October 5, 2021, (the "**First Amendment**," and together with the Underlying Agreement, the "**Agreement**") which amended the Underlying Agreement and was approved by PSC Order No. PSC-2022-0065-PAA-EU, issued February 18, 2022, and effective March 14, 2022, by Consummating Order No. PSC-2022-0112-CO-EU issued March 14, 2022.

WHEREAS, the Parties desire, pursuant to Article V, Section 5.1 of the Agreement to further amend the Agreement to modify the Territorial Boundary Lines to economically address the service needs of new customers that will take service on two parcels in Sumter County, with a transfer of those two parcels from the Bushnell Territorial Area to the SECO Territorial Area.

Therefore, SECO and Bushnell agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are true and correct, and are incorporated herein by reference.
2. **Map; Definitions.** The final territorial boundary modifications agreed to by the Parties are set forth in Composite Exhibit A, which is incorporated herein by reference. Any capitalized term not defined in this Second Amendment has the definition ascribed to it in the Agreement.
3. **Reason for Territorial Boundary Lines Changes.** The changes in Composite Exhibit A are due to new construction on two parcels (Sumter County parcels N014-013 and N014-015) and corresponding request for service from new customers, the service for which is economically and timely able to be served by SECO.
4. **Agreement of Parties.** Upon review of the requirements of the new customers, the Parties agree that SECO can reasonably and cost effectively serve the new customers with less new investment and less costly extension of facilities.

5. **Meeting Customer Needs.** To timely meet the needs of the new customers, the Parties have entered into this Second Amendment to modify the Territorial Boundary Lines (see the detail reflected on Composite Exhibit A, Pages 15-17, which indicates the two parcels being transferred to SECO from Bushnell) so that the new customers will be within the SECO Territorial Area. Further, to meet the immediate and temporary construction needs of the new customers, the Parties have also entered into a temporary service agreement that would allow SECO to serve the new customers until such time as the Commission can approve this Second Amendment.

6. **No Uneconomic Duplication of Facilities.** The Parties agree, based on sound economic considerations, the boundary line modifications identified herein will meet the new customers' needs based upon sound economic and engineering considerations and will eliminate the uneconomic duplication of facilities. The proposed boundary line changes will not cause a decrease in the reliability of electrical service to existing or future customers of either Party.

7. **Changes to Territorial Boundary Lines.** Attached hereto as Composite Exhibit A are an updated FDOT General Highway map and a complete set of revised SECO and Bushnell Territorial Maps (the changes to the Territorial Boundary Lines are shown on pages 15-17 of Composite Exhibit A).

8. **Effectiveness; Commission Approval.** Upon approval by the Commission, this Second Amendment to the Agreement shall be amended hereby and otherwise in full effect coterminous with the term of the Agreement, and it shall remain in effect until and unless either Party provides written notice of termination as provided in the Agreement.

[Signature Page Follows]

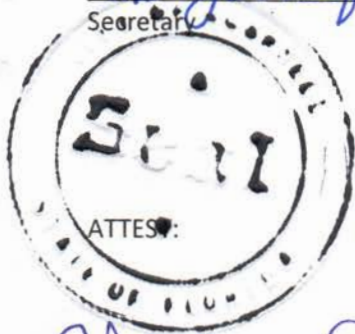
The Parties are signing this Second Amendment as of the date stated in the introductory paragraph.

ATTEST:

SUMTER ELECTRIC COOPERATIVE, INC.

Margen Hatfield
Secretary

By: Curtis Wynn
Curtis Wynn
Chief Executive Officer



CITY OF BUSHNELL, FLORIDA

Christina Dixon
City Clerk

By: Jesse Simmons, Jr.
Jesse Simmons, Jr.
Mayor

[SEAL]

APPROVED AS TO FORM AND LEGALITY:

By: Felix M. Adams
Felix M. Adams, Legal Counsel to the
City of Bushnell

By: Tracy M. de Lemos
Tracy M. de Lemos,
Vice President, Corporate General Counsel
Sumter Electric Cooperative, Inc.

Composite Exhibit A

FDOT GENERAL HIGHWAY MAP, SECO AND BUSHNELL TERRITORIAL MAPS,
AND DETAILED CHANGES TO TERRITORIAL BOUNDARY LINES