

Eric Fryson

From: Keating, Beth <BKeating@gunster.com>
Sent: Monday, June 03, 2013 11:11 AM
To: Filings@psc.state.fl.us
Cc: Don Rome
Subject: Docket No. 130136
Attachments: MyScan.pdf

Attached for electronic filing in the referenced Docket, please find a copy of the Florida Division of Chesapeake Utilities Corporation's Attachment 2 to the Petition in this Docket, which was inadvertently omitted from the original filing.

a. Person responsible for this electronic filing:

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b. **Docket No. 130136-GU - Petition for approval of assumption of special contract with JDC Development, LLC by the Florida Division of Chesapeake Utilities Corporation.**

c. On behalf of: Florida Division of Chesapeake Utilities Corporation

d. There are a total pages: 5

e. Description: Attachment 2 to Petition (Consent to Assignment)



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DOCUMENT NUMBER-DATE

03025 JUN-3 2013

FPSC-COMMISSION CLERK



June 3, 2013

BY ELECTRONIC FILING -- filings@psc.state.fl.us

Ms. Ann Cole, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket 130136 -- Petition for approval of assumption of special contract with JDC Development, LLC by the Florida Division of Chesapeake Utilities Corporation.

Dear Ms. Cole:

Attached for filing, please find Attachment 2 to the Petition of the Florida Division of Chesapeake Utilities Corporation for approval to assume a Special Contract for firm transportation service with JDC Development, which was inadvertently omitted from the original filing. My apologies for any inconvenience this may have caused.

As always, thank you for your assistance with this filing. If you have any questions whatsoever, please do not hesitate to contact me.

Kind regards,

Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

Docket 130136 -- Petition for approval of assumption of special contract with JDC Development, LLC by the Florida Division of Chesapeake Utilities Corporation.

ATTACHMENT 2

Consent to Assignment

CONSENT TO ASSIGNMENT

WHEREAS, Peninsula Pipeline Company, Inc. a corporation of the State of Delaware (the "Company" or "Assignor") and JDC Development, LLC (the Shipper) entered into a Transportation Service Agreement (the "Agreement") on or about May 5, 2011 that provides for natural gas transportation service to JDC Development, LLC ("Shipper") by the Company; and

WHEREAS, pursuant to Section 9.9 of the Agreement, the Company is required to obtain Shipper's consent to Company's assignment of its rights and obligations under the Agreement Assignee; and

WHEREAS, the Company now seeks to assign the Agreement to Chesapeake Utilities Corporation d/b/a Central Florida Gas Company ("CFG" or "Assignee"), a natural gas utility regulated by the Florida Public Service Commission pursuant to Chapter 366, Florida Statutes;

NOW, THEREFORE, in consideration of One Dollar lawful money of the United State of America to it in hand paid and other good and valuable consideration therefor, the Shipper hereby agrees as follows:

1. Effective as of the Effective Date (as defined below), the Shipper hereby consents to the assignment of the Company's rights and obligations under the Agreement to the Assignee and agrees that the Assignee shall assume each and all of the same rights, benefits, duties, and obligations of the Assignor arising under the Agreement as of the Effective Date.
2. The Shipper further confirms that, from and after the Effective Date, all representations, warranties, indemnities, and agreements of the Shipper under the Agreement shall inure to the benefit of, and shall be enforceable by, the Assignee to the same extent as if the Assignee were the original party to the Agreement.
3. As used herein, the term "Effective Date" shall mean the date upon which the Assignee is deemed legally obligated to assume the Assignor's rights and obligations under the Agreement. Pursuant to the Assignment and Assumption Agreement between the Assignor and the Assignee, that date shall be the beginning of the Gas Day (10:00 a.m. EDT) on 4/19, 2013. Assignor shall promptly notify Shipper upon confirmation of the execution of the Assignment and Assumption Agreement between Assignor and Assignee and shall furnish to Shipper a true and correct copy thereof in due course.

IN WITNESS WHEREOF, the Shipper, by execution of this Consent agreement, hereby approves the assignment of the Agreement to Chesapeake Utilities Corporation d/b/a Central Florida Gas Company effective at the beginning of the Gas Day (10:00 a.m. EDT) on 4/19, 2013.

JDC Development, LLC

By: T. Fowler

Title: President

Date: 4/19/13

Approved as to form and legality,
subject to execution:

By: Rain Dong

Chesapeake Utilities Corporation d/b/a Central Florida Gas
CUSTOMER AFFIDAVIT

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared T. P. Fuller
on behalf of JDC Development, LLC ("Customer") who, being by me first duly
sworn, says:

1. That he is an authorized representative of the Customer and is further authorized to present this Affidavit to the Florida Public Service Commission pursuant to Section 368.105, Florida Statutes.
2. That he has knowledge of the certain Firm Transportation Agreement between Peninsula Pipeline Company, Inc., and thereafter assigned to Chesapeake Utilities Corporation d/b/a Central Florida Gas Company, ("Natural Gas Transportation Company"), a natural gas transportation company, and Customer, and that:
 - a. Neither PPC, the intrastate Natural Gas Transportation Company nor the Customer had an unfair advantage during the negotiations culminating in said Transportation Service Agreement, and
 - b. That competition to the offerings of Intrastate Natural Gas Transportation Company does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy at the time that the Transportation Service Agreement referred to herein was entered into by PPC, and thereafter assigned to the Natural Gas Transportation Company, and the Customer.

DONE AND EXECUTED this 19 day of April, 2013.



JDC Development, LLC

Approved as to form and legality, subject to execution:

By: Rain Dong

Date: 4/19/2013

Chesapeake Utilities Corporation d/b/a Central Florida Gas
CUSTOMER AFFIDAVIT

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, the above signed authority personally appeared T.P. Fowler, the representative of the JDC Development LLC, to me known to be the person who executed this Affidavit of his own free act and deed.

Personally known:

- OR -

Produced Identification: _____

Type of Identification Produced: _____

WITNESS my hand and official seal the 19th day of April, 2013.



Notary Public
My Commission Expires:

(SEAL)