

**GATLIN, WOODS, CARLSON & COWDERY**  
*Attorneys at Law*  
a partnership including professional associations

The Mahan Station  
1709-D Mahan Drive  
Tallahassee, Florida 32308

TELEPHONE (904) 877-7191  
TELECOPIER (904) 877-9031

B. KENNETH GATLIN, P.A.  
THOMAS F. WOODS  
JOHN D. CARLSON  
KATHRYN G.W. COWDERY  
WAYNE L. SCHIEFELBEIN

August 5, 1993

Mr. Steve Tribble, Director  
Division of Records & Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, FL 32399-0850

**Hand-Deliver**

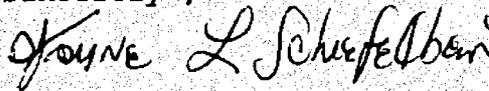
RE: Docket No. 930714-GU  
Petition for approval of a gas transportation  
agreement with Auburndale Power Partners, L.P.  
by FLORIDA DIVISION OF CHESAPEAKE UTILITIES  
CORPORATION

Dear Mr. Tribble:

Enclosed on behalf of Chesapeake Utilities Corporation,  
Florida Division, for filing in the above docket are sixteen (16)  
copies of an amendment to the Gas Transportation Agreement that is  
the subject of this docket.

Please acknowledge receipt of the foregoing by stamping the  
enclosed extra copy of this letter and returning same to my  
attention. Thank you for your assistance.

Sincerely,



Wayne L. Schiefelbein

ACK \_\_\_\_\_  
MMA \_\_\_\_\_  
MVA \_\_\_\_\_  
GTR \_\_\_\_\_  
WLS/dc-

cc: Martha Carter Brown, Esq. (w/enc.)  
Wayne Makin (w/enc.)

RECEIVED & FILED

FLORIDA BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08497 AUG-5 83

REC-RECORDS/REPORTING

**AUBURNDALE POWER PARTNERS, LIMITED PARTNERSHIP**

1501 Derby Avenue • Auburndale, Florida 33823 • (813) 967-0300 • Fax (813) 967-8847

12500 Fair Lakes Circle • Suite 420 • Fairfax, Virginia 22033 • (703) 222-0445

July 23, 1993

RECEIVED

Mr. Philip Barefoot  
Central Florida Gas Company  
1015 6th Street, N.W.  
Winter Haven, Florida 33882-0960

JUL 26 1993

Central Florida Gas Co.

RE: Exhibit B, Form Letter of Credit

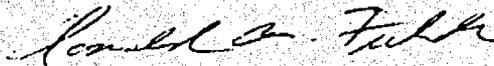
Dear Phil:

This letter refers to the July 8, 1993 "Gas Transportation Agreement" between The Central Florida Gas Company a Division of Chesapeake Utilities Corp. ("CFG") and Auburndale Power Partners, Limited Partnership ("APP") pursuant to which, among other things, APP agreed to provide and CFG agreed to accept a form of letter of credit, set forth therein as Exhibit B. Based upon recent conversations, both APP and CFG have agreed to delete Exhibit B in its entirety and replace it with the revised Exhibit B, attached hereto.

Except for the replacement of Exhibit B, all of the rights, duties, and obligations of APP and CFG under the agreement shall remain in full force and effect. If the forgoing correctly sets forth our agreement, please have a duly authorized CFG officer sign both originals in the space provided below, and return one to my attention.

I appreciate your assistance in this matter.

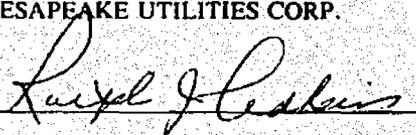
Very truly yours,



Donald W. Fields  
Executive Director

RECEIVED AND CONSENTED TO THIS 4th DAY OF <sup>August</sup> ~~July~~, 1993.

CENTRAL FLORIDA GAS A DIVISION OF  
CHESAPEAKE UTILITIES CORP.

By: 

Name: Ralph J. Adkins

Title: President and CEO

cc: Robert F. Riley  
Herbert Martin

DOCUMENT NUMBER-DATE

08497 AUG-5 83

FPC-RECORDS/REPORTING

lab\wpdat\florida\auburn\bareft3.ltr  
EC/07-23-93/8:44am

EXHIBIT B

FORM OF LETTER OF CREDIT

[LETTERHEAD OF ISSUING BANK]

[DATE]

IRREVOCABLE LETTER OF CREDIT  
NO. \_\_\_\_\_

**BENEFICIARY:**

The Central Florida Gas Company Division  
of Chesapeake Utilities Company  
[Address]

**APPLICANT:**

Auburndale Power Partners, Limited Partnership  
[Address]

Dear Beneficiary:

At the request of, and for the account of Auburndale Power Partners, Limited Partnership, a Delaware limited partnership, we hereby establish in your favor our Irrevocable Letter of Credit No. \_\_\_\_\_ ("Letter of Credit") whereby, subject to the terms and conditions contained herein, you hereby are irrevocably authorized to draw on us by your draft or drafts at sight, an aggregate amount not to exceed Seven Hundred Nine Thousand Three Hundred Twenty-five Dollars (\$709,325.00) (the "Stated Amount"), effective immediately and expiring on the Expiration Date (as hereinafter defined). This Letter of Credit is established pursuant to that certain Gas Transportation Agreement, dated as of July \_\_, 1993, ("the Gas Transportation Agreement") between you and APP.

Funds under this Letter of Credit shall be available to you upon presentation to us of (i) a Sight Draft drawn on us in the form of Exhibit A hereto in the amount of such demand (which shall not exceed the Stated Amount) and (ii) a Drawing Certificate in the form of Exhibit B hereto executed by your authorized representative.

Presentation of any such Sight Draft and Drawing Certificate shall be made at our office located at \_\_\_\_\_, Attention: \_\_\_\_\_. We hereby agree that any Sight Draft drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the above-specified Drawing Certificate, if presented on or before the Expiration Date at the office specified above. If a drawing is made by you hereunder at or prior to 3:00 p.m., Eastern Standard Time, on a Business Day, and provided that such drawing and the documents presented in connection therewith conform to the terms

and conditions hereof, payment shall be made to you of the amount specified, in immediately available funds, on the immediately following Business Day by a transfer to your account number \_\_\_\_\_ maintained at \_\_\_\_\_ or at such other account at such other financial institution of which you notify us in writing. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions in the States of \_\_\_\_\_ or \_\_\_\_\_ are authorized or required by law to close.

This Letter of Credit shall expire and shall be delivered to us for cancellation on the Expiration Date which shall be the earliest to occur of:

- (a) \_\_\_\_\_;
- (b) the date you or your account have been paid the full Stated Amount; or
- (c) the date on which we have received your certificate to the effect that you have received a substitute Letter of Credit complying with the requirements of the Gas Transportation Agreement.

The Stated Amount of this Letter of Credit shall automatically reduce (i) upon receipt by us of written notice from the Applicant of payment of any Fixed Quarterly Charge made pursuant to Section 6.1 of the Gas Transportation Agreement (exclusive of any applicable taxes assessed pursuant to Section 6.3 of said Agreement), in an amount equal to such payment and (ii) on the date any demand for payment hereunder is honored, in an amount equal to the amount of such payment. The Stated Amount of this Letter of Credit, once reduced, shall not be reinstated.

This Letter of Credit shall be interpreted in accordance with the Uniform Customs and Practice for Documentary Credits, 1983 Revision, International Chamber of Commerce Publication No. 400. This Letter of Credit shall be supplemented by the laws of the State of California, including (except as otherwise provided herein) the Uniform Commercial Code as in effect in such State (to the extent that such laws are consistent with this Letter of Credit). Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [Issuing Bank] Attention: \_\_\_\_\_, specifically referring therein to \_\_\_\_\_, Irrevocable Letter of Credit No. \_\_\_\_\_.

This Letter of Credit is transferable upon presentation of the Letter of Credit accompanied by a Transfer Request Form in the form of Exhibit C attached hereto. The transfer commission incurred in connection with any aforementioned transfer and as described in the request shall be for the account of beneficiary. Additional expenses, if any, incurred by [Issuing Bank] in

connection with such a transfer (other than the transfer commission) shall be for the account of applicant. Only you or your transferee may draw upon this Letter of Credit. Upon the payment to you or your transferee of the full aggregate Stated Amount specified herein, we shall be fully discharged of our obligations under this Letter of Credit.

The Letter of Credit sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and such reference shall not modify or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein.

Very truly yours,

[ISSUING BANK]

By: \_\_\_\_\_  
Authorized Signature