

LAW OFFICES  
**ROSE, SUNDBTROM & BENTLEY, LLP**  
2548 BLAIRSTONE PINES DRIVE  
TALLAHASSEE, FLORIDA 32301  

---

**(850) 877-6555**

CHRIS H. BENTLEY, P.A.  
ROBERT C. BRANNAN  
F. MARSHALL DETERDING  
MARTIN S. FRIEDMAN, P.A.  
JOHN R. JENKINS, P.A.  
STEVEN T. MINDLIN, P.A.  
DAREN L. SHIPPY  
WILLIAM E. SUNDBTROM, P.A.  
DIANE D. TREMOR, P.A.  
JOHN L. WHARTON

MAILING ADDRESS  
POST OFFICE BOX 1567  
TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (850) 656-4029

July 11, 2002

ROBERT M. C. ROSE  
WAYNE L. SCHIEFELBEIN  
OF COUNSEL

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Labrador Utilities, Inc.; Docket No. 020484-WS  
Our File No. 30057.42

Dear Ms. Bayo:

In accordance with my letter of July 11, 2002, enclosed is the a copy of the recorded Assignment of Lease that was inadvertently omitted. I apologize for any inconvenience this may have caused.

Very truly yours,



MARTIN S. FRIEDMAN  
For the Firm

MSF/brm

Enclosure

DOCUMENT NUMBER DATE  
07231 JUL 12 8  
FPSC-COMMISSION CLERK



Rcpt: 594380 Rec: 24.00  
DS: 2975.00 IT: 0.00  
06/06/02 *Blanca* Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
06/06/02 04:18pm 1 of 5  
OR BK 4970 PG 1707

*425,000*

RETURN TO

LUTZ, WEBB & BOBO, P.A.  
ATTORNEYS AT LAW  
ONE SARASOTA TOWER, SUITE 500  
TWO NORTH TAMiami TRAIL  
SARASOTA, FL 34236

ASSIGNMENT AND ASSUMPTION  
OF CONTRACTS AND LEASES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of May 13, 2002, is by and between Labrador Services, Inc., a Florida corporation, ("Assignor"), and Labrador Utilities, Inc., a Florida corporation, ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title, interests and benefits arising out of, relating to or in any way associated with the contracts and leases to which Assignor is a party that are listed on Exhibit 4 of the Utility Company Asset Purchase Agreement dated April 2, 2002, including, without limitation, that certain lease between Forest Lake Estates Co-Op, Inc., as Lessor, and Labrador Services, Inc., a Florida corporation, as Lessee, dated June 10, 1999, a Memorandum of which was recorded 6/15/99 in Official Records Book 4170, Page 861, as amended by Amendment to Memorandum of Lease recorded in O.R. Book 4341, Page 1086, of the Public Records of Pasco County, Florida, as to the leasehold premises described in Exhibit "A" attached hereto and made a part hereof (the "Contracts and Leases"), and Assignee will assume all of Assignor's liabilities and obligations under the Contracts and Leases.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Assignment and Assumption of Contracts and Leases. Assignor hereby sells, assigns, transfers and sets over to Assignee and its successors and assigns all of Assignor's right, title, interest and benefits in and to the Contracts and Leases. Assignee hereby accepts such assignment and assumes all obligations and liabilities of Assignor arising under the Contracts and Leases accruing on or after the date hereof. Assignor shall perform all obligations accruing under the Contracts and Leases arising at any time prior to the date hereof.

OR BK 4970 PG 1708  
2 of 5

2. **Representations by Assignor.** Assignor represents that as of the date hereof (a) there are no violations or breaches by Assignor of the Contracts and Leases, (b) all of Assignor's obligations accruing or arising prior to the date hereof have been performed in full under the Contracts and Leases, to the extent performance is required pursuant thereto prior to the date hereof, and (c) Assignor has full right and authority to assign the Contracts and Leases to Assignee, subject to obtaining all consents required of third parties for any such assignment, which Assignor has either obtained or will use reasonable efforts to obtain without adverse consequences to Assignee.

3. **Copies of Agreements.** Assignor has delivered to Assignee for review true and correct copies of the Contracts and Leases, as amended and currently in effect, and there have been no amendments to the Contracts and Leases that have not been delivered to Assignee.

4. **Indemnification.** Assignor shall indemnify and hold Assignee harmless from and in respect of any acts or omissions of Assignor arising with regard to the Contracts and Leases prior to the date of this Assignment, including the failure to timely obtain any required consent or provide required notice (except to the extent the failure to provide notice or obtain consents was caused in any material way by actions, omissions or requests of Assignee). Assignee shall indemnify and hold Assignor harmless from and in respect of any acts or omissions of Assignee arising with regard to the Contracts and Leases on and after the date of this Assignment, except in respect of those Contracts and Leases that have not been validly assigned because required third party consents have not been obtained (unless the failure to provide notice or obtain consents was caused in any material way by actions, omissions or requests of Assignee).

P.06

94%

2091 993 146

MAY-18-2002 15:42

OR BK **4970** PG **1709**  
3 of 5

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

WITNESS:

LABRADOR SERVICES, INC.

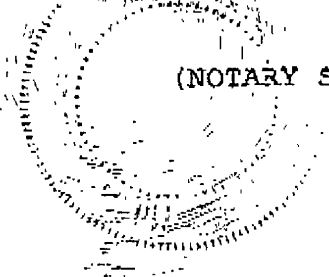
*[Signature]*

*[Signature]*  
By: Sylvie Viau  
President

WITNESS:

*Linda L. LeBlanc*

The foregoing instrument was acknowledged before me this        day of May, 2002, by Sylvie Viau, President of LABRADOR SERVICES, INC., a FLORIDA corporation, on behalf of the corporation.



(NOTARY SEAL)

*Alain Lemire*  
Notary Public #133157  
PROVINCE OF QUEBEC  
My Commission Expires 12 JUN 2004

WITNESS:

LABRADOR UTILITIES, INC.

\_\_\_\_\_

By: James Camaren  
Chairman

WITNESS:

\_\_\_\_\_

The foregoing instrument was acknowledged before me this        day of May, 2002, by James Camaren, Chairman and Chief Executive Officer of LABRADOR UTILITIES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

Notary Public

3 My commission expires:

OR BK 4970 PG 1710  
4 of 5

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first above written.

WITNESS: LABRADOR SERVICES, INC.

\_\_\_\_\_  
By: Sylvie Viau  
President

WITNESS:  
\_\_\_\_\_

The foregoing instrument was acknowledged before me this 13 day of May, 2002, by Sylvie Viau, President of LABRADOR SERVICES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires

WITNESS: LABRADOR UTILITIES, INC.

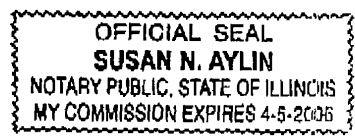
Susan N. Aylin  
\_\_\_\_\_  
By: James Camaren  
Chairman

WITNESS:  
Susan N. Aylin James Camaren  
\_\_\_\_\_

The foregoing instrument was acknowledged before me this 13 day of May, 2002, by James Camaren, Chairman and Chief Executive Officer of LABRADOR UTILITIES, INC., a FLORIDA corporation, on behalf of the corporation.

(NOTARY SEAL)

Susan N. Aylin  
\_\_\_\_\_  
Notary Public  
My Commission Expires



OR BK **4970** PG **1711**  
5 of 5**EXHIBIT "A"****PARCEL I:**

(Sewer Treatment Plant)

A tract of land lying in Sections 5 and 8, Township 26 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Section 5, also being the Northwest corner of said Section 8; thence South 01°04'30" West, along the West boundary of said Section 8, a distance of 1030.84 feet; thence South 89°55'55" East, a distance of 2097.29 feet; thence North 00°00'38" West, a distance of 563.80 feet; thence North 85°54'31" West, a distance of 45.44 feet to the Point of Beginning; thence continue North 85°54'31" West, a distance of 65.42 feet; thence North 41°22'21" West, a distance of 513.27 feet; thence North 39°53'40" East, a distance of 187.85 feet; thence North 36°26'57" East, a distance of 162.61 feet; thence North 30°54'52" East, a distance of 120.54 feet; thence North 25°23'43" East, a distance of 52.02 feet; thence South 83°04'07" East, a distance of 103.78 feet; thence South 00°00'38" East, a distance of 802.65 feet to the Point of Beginning.

**PARCEL II:**

(Water Treatment Plant)

Commence at the West 1/4 Corner of Section 5, Township 26 South, Range 22 East, Pasco County, Florida; run thence South 00°35'43" West, along the West boundary of the Southwest 1/4 of said Section, 210.43 feet; thence North 89°54'15" East, 996.51 feet for a Point of Beginning; thence continue North 89°54'15" East, 265.94 feet; thence South 00°02'02" East, 5.16 feet; thence South 37°13'59" East, 54.81 feet; thence South 45°07'40" West 192.77 feet; thence North 53°48'08" West, 201.31 feet; thence North 00°02'02" West, 65.76 feet to the Point of Beginning.

**PARCEL III:**

The Southeast 1/4 of the Southwest 1/4, and the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 25 South, Range 22 East, Pasco County, Florida; LESS that part thereof within any railroad rights-of-way.