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March 26, 2003

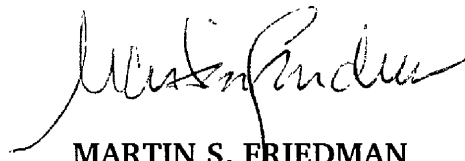
Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 030236-WS; Utilities, Inc. of Pennbrooke's Application for Authority to Transfer Facilities and Certificate Nos. 466-W and 400-S
Our File No.: 30057.56

Dear Ms. Bayo:

Enclosed please find for filing in the above-referenced docket the original and fifteen (15) copies of the Assignment and Assumption of Utility Company Asset Purchase Agreement.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

AUS _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
SCL _____
DPC _____
AMS _____
SEC _____
DTH _____

MSF:dmp
Enclosures

cc: Mr. Steve Lubertozzi (w/enclosure)
Mr. Don Rasmussen (w/enclosure)
Ms. Cheryl Johnson (w/enclosure)

ASO\Utilities\56) Pennbrooke\PSC Clerk 04.ltr

DOCUMENT NUMBER - DATE

02913 MAR 28 03

CPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority to
Transfer the Facilities of PENNBROOKE
UTILITIES, INC. and Certificate Nos. 466-W
and 400-S in Lake County, Florida to
UTILITIES, INC. OF PENNBROOKE

DOCKET NO. 030236-WS

NOTICE OF FILING

Applicant, UTILITIES, INC. OF PENNBROOKE, hereby notices the filing of the original Assignment and Assumption of Utility Company Asset Purchase Agreement in the above-referenced docket.

Respectfully submitted on this
26th day of March, 2003, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard
Suite 160
Altamonte Springs, Florida 32701
(407) 830-6331
(407) 830-8522 Fax

By: 

MARTIN S. FRIEDMAN

Utilities\(.56) Pennbrooke\NOF Assignment & Assumption

DOCUMENT NUMBER-DATE

02913 MAR 28 8

FPSC-COMMISSION CLERK

ASSIGNMENT AND ASSUMPTION
OF
UTILITY COMPANY ASSET PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of March 24th, 2003, is by and between Utilities, Inc., an Illinois corporation, ("Assignor"), and Utilities, Inc. of Pennbrooke, 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 Utility Company Asset Purchase Agreement dated February 25, 2003 (the "Agreement"), between Pennbrooke Utilities, Inc., and Utilities, Inc., and Assignee will assume all of Assignor's liabilities and obligations under the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby 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 Agreement. Assignee hereby accepts such assignment and assumes all obligations and liabilities of Assignor arising under the Agreement accruing on or after the date hereof. Notwithstanding this Assignment and to induce Labrador Services also to close on the Agreement, Assignor shall remain jointly and severally liable with Assignee for the payment and performance of all obligations accruing under the Agreement arising at any time prior to or after the date hereof and has signed as of the date hereof and unconditional guaranty of payment and performance of Assignee's obligations under the Agreement.

2. Assignor represents that as of the date hereof (a) there are no violations or breaches by Assignor of the Agreement, (b) all of Assignor's obligations accruing or arising prior to the date hereof have been performed in full under the Agreement, to the extent performance is required pursuant thereto prior to the date hereof, and (c) Assignor has full right and authority to assign the Agreement to Assignee.

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

WITNESS:

Susan N. Aylin

UTILITIES, INC.

James Camaren
By: James Camaren
Chairman

WITNESS:

Susan N. Aylin

UTILITIES, INC. OF PENNBROOKE

James Camaren
By: James Camaren
Chairman