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REPLY TO ALTAMONTE SPRINGS

April 2, 2003

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Ms. Blanca Bayo

Commission Clerk and Administrative Services Director

Florida Public Service Commission

2540 Shumard Oak Boulevard

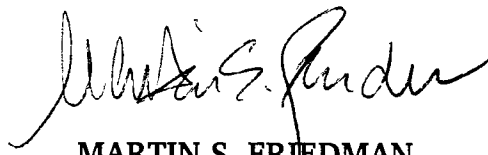
Tallahassee, FL 32399

**RE: Docket No. 020484-WS; Labrador Services, Inc.,
Transfer to Labrador Utilities, Inc.
Our File No.: 30057.42**

Dear Ms. Bayo:

Enclosed please find for filing in the above-referenced docket the original and fifteen (15) copies of Assignment and Assumption of Utility Company Asset Purchase Agreement dated May 13, 2003.

Very truly yours,



**MARTIN S. FRIEDMAN
For the Firm**

AUS _____ MSF:dmp
CAF _____ Enclosures
CMP _____
COM _____
CTR _____ cc: Mr. Steve Lubertozzi (w/enclosure)
ECR _____ Mr. Don Rasmussen (w/enclosure)
GCL _____ Mr. David Orr (w/enclosure)
OPC _____ Ms. Pat Brady (w/enclosure)
MMS _____
SEC 1
OTH _____

Utilities\Labrador\PSC Clerk 02.ltr

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RECEIVED NUMBER-DATE
DISTRIBUTION CENTER

03157 APR-4 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority to
Transfer the Facilities of LABRADOR
SERVICES, INC., and Certificate Nos. 616-W
and 530-S in Pasco County, Florida to
LABRADOR UTILITIES, INC.

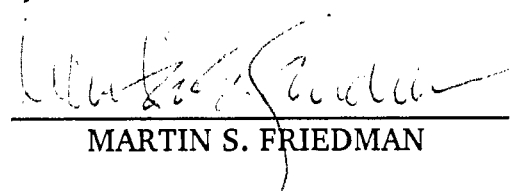
DOCKET NO.; 020484-WS

NOTICE OF FILING

LABRADOR UTILITIES, INC., by and through its undersigned counsel, hereby
gives notice of filing the Assignment and Assumption of Utility Company Asset
Purchase Agreement dated May 13, 2002, in the above-referenced docket.

Respectfully submitted on this 2nd day
of April, 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\Labrador\NOF - Assignment & Assumption

DOCUMENT NUMBER-DATE

03157 APR-48

FPSC-COMMISSION CLERK

ASSIGNMENT AND ASSUMPTION
OF
UTILITY COMPANY ASSET PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of May 13, 2002, is by and between Utilities, Inc., an Illinois 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 Utility Company Asset Purchase Agreement dated April 2, 2002 (the "Agreement"), between Labrador Services, 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

LABRADOR UTILITIES, INC.

James Camaren
By: James Camaren
Chairman