

## SALE, ASSIGNMENT AND TRANSFER

This Sale, Assignment and Transfer (this "Assignment") is made as of the 1<sup>st</sup> day of September, 1999 between **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), to Wachovia Bank, N.A., a national banking association organized under the laws of the United States of America (the "Bank").

FOR TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) (the "Assignment Proceeds") and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the Gas Authority, the Gas Authority hereby absolutely assigns, transfers, conveys and sets over to the Bank all rights of the Gas Authority to receive rents under and by virtue of that certain lease between the Gas Authority and the City of Monroe (the "Lessee"), dated as of September 1, 1999, (the "Lease") (except payment of amounts owing to the Gas Authority as Additional Rent thereunder, and any reimbursement, expense, fee or indemnification payments thereunder). In consideration of the receipt of the Assignment Proceeds, the Gas Authority hereby agrees to permit the Bank to enforce the provisions of the Lease, including without limitation the rights, remedies and powers following an Event of Default.

The Gas Authority and the Bank further agree as follows:

1. The Gas Authority shall be responsible for the payment of legal fees and expenses in connection with the preparation of documentation and all other expenses associated with the Lease, including any recording costs, and any mortgage or intangibles taxes.
2. Neither the Gas Authority nor the Bank shall be responsible for the payment of any sales and use tax or *ad valorem* taxes on the Property, any such responsibility being the sole obligation of the Lessee under the Lease during the term of the Lease.
3. The Gas Authority shall cooperate in the administration of the Lease and will provide immediately to the Bank all notices, demands, statements, requests or other communications received with respect to the Lease.
4. The Gas Authority hereby irrevocably directs Lessee to pay directly to the Bank all rents, receipts and other amounts accruing or due under the Lease (except payment of amounts owing to the Gas Authority as Additional Rents or as a reimbursement, expense, fee or indemnification payment thereunder), in the amounts and

at the times set forth in the Schedule of Lease Payments Payable to the Bank attached hereto as Schedule I.

5. The Lease places the responsibility for the operation, control, care, management, ownership or repair of the Project on the Lessee during the term of the Lease. The Bank will make no claim on the Gas Authority based upon the Gas Authority's operation, control, care, management or ownership of the Project or for expenses, utility charges or taxes related thereto, either during or after the term of the Lease.

6. The Gas Authority acknowledges that in acquiring the Gas Authority's interest in the Lease the Bank is relying on the representations and warranties made by the Gas Authority. To that end the Gas Authority hereby warrants and represents to the Bank that:

(a) The Lease constitutes the entire agreement between the parties thereto with respect to the subject thereof; the Gas Authority will not sell, convey, assign, mortgage, pledge, or otherwise transfer any right, title, or interest in, under, or to the Lease, unless specifically permitted thereunder.

(b) All requirements, conditions, representations, warranties, and obligations of the Gas Authority under the Lease have been or will be fully complied with.

(c) The Gas Authority has no knowledge that an "Event of Default" or event or condition that with the giving of notice or lapse of time or both would constitute an "Event of Default" under the Lease exists or will exist at the time of transfer and sale hereunder.

(d) The Gas Authority (i) has the corporate power to execute and deliver the Lease and this Assignment and Transfer, (ii) has taken all necessary corporate action to authorize the execution and delivery of the Lease and this Assignment and Transfer, and (iii) has authorized the officers to execute the Lease and this Assignment and Transfer; and the Lease and this Assignment and Transfer constitute the valid and binding obligations of the Gas Authority, except that the enforceability of the Lease and this Assignment and Transfer may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Gas Authority is a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia and is possessed of full power to own and hold real and personal property, and to lease and sell the same.

(f) To the best of the Gas Authority's knowledge, neither the execution and delivery of this Assignment and Transfer, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated

hereby, conflicts with or results in a breach of the terms of any agreement or instrument to which the Gas Authority is now a party or by which the Gas Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Gas Authority or upon the Project.

(g) To the best of the Gas Authority's knowledge there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Gas Authority wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereunder or would adversely affect the validity or enforceability of the lease or this Assignment and Transfer.

7. The Gas Authority agrees to execute and deliver to the Bank, at any time or times during which this Agreement shall be in effect, such further instruments as the Bank may reasonably require to make effective this Assignment and the several covenants of the Gas Authority herein or therein contained.

8. The Bank shall have the right: (a) to further assign and transfer its interest in the Lease in whole, with the written consent of the Gas Authority which will not unreasonably be withheld; and (b) to enter into participations with respect thereto, without limitation.

9. In the occurrence of an Event of Default or an Event of Taxability under the Lease, the Bank shall have the right to direct the enforcement of the remedies for such an occurrence set forth in the Lease if the Gas Authority fails to take any such action. The Gas Authority agrees that it shall not without the Bank's consent, agree to any material modification or waiver of the terms of the Lease.

[Signature Page - Assignment]

IN WITNESS WHEREOF, the Gas Authority has made this Assignment under seal, the day and year first above written.

Signed, sealed and delivered as of  
this 1<sup>st</sup> day of September, 1999  
in the presence of:

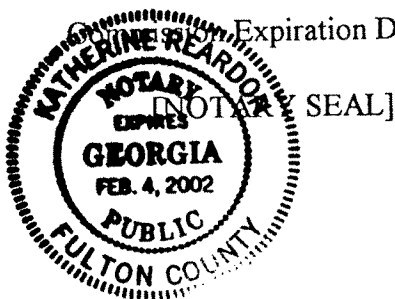
L. Clifford Adams  
Unofficial Witness

Katherine Reardon  
Notary Public

MUNICIPAL GAS AUTHORITY  
OF GEORGIA

By [Signature]  
Title: \_\_\_\_\_

Attest: [Signature]  
Title: Secretary - Treasurer



[CORPORATE SEAL]

[Signatures Continued on Next Page]

[Signature Page - Assignment]

Signed, sealed and delivered as of  
this 1<sup>st</sup> day of September, 1999  
in the presence of:

[Signature]  
Unofficial Witness

Katharine Fisher  
Notary Public

Commission Expiration Date: 3-21-02

[NOTARY SEAL]

Notary Public-Gwinnett County, Georgia  
My Commission Expires March 21, 2002

WACHOVIA BANK, N.A.

By: [Signature]  
Title: Sr

Attest: [Signature]  
Title: Vice President

[CORPORATE SEAL]



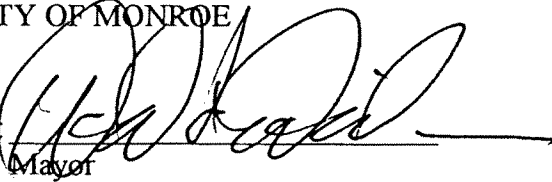
[Signatures Continued on Next Page]

[Signature page - Assignment]

Acknowledged:

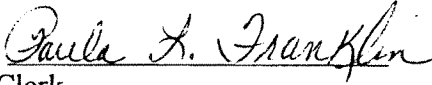
CITY OF MONROE

By

A large, stylized handwritten signature in black ink, likely belonging to the Mayor, written over a horizontal line.

Mayor

Attest:

A handwritten signature in black ink, reading "Paula A. Franklin", written over a horizontal line.

Clerk

**SCHEDULE 1**

**Lease Payments Payable to  
WACHOVIA BANK, N.A.**

**(Attached)**

# Program Quote

## Projected Lease Payments

Final Schedule

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
09/27/99				\$2,000,000.00
11/01/99	\$5,946.34	\$10,394.52	\$16,340.86	\$1,994,053.66
12/01/99	7,457.76	8,883.10	16,340.86	1,986,595.90
01/01/00	7,195.99	9,144.87	16,340.86	1,979,399.91
02/01/00	7,229.11	9,111.75	16,340.86	1,972,170.80
03/01/00	7,848.10	8,492.76	16,340.86	1,964,322.70
04/01/00	7,298.52	9,042.34	16,340.86	1,957,024.18
05/01/00	7,622.72	8,718.14	16,340.86	1,949,401.46
06/01/00	7,367.20	8,973.66	16,340.86	1,942,034.26
07/01/00	7,689.50	8,651.36	16,340.86	1,934,344.76
08/01/00	7,436.51	8,904.35	16,340.86	1,926,908.25
09/01/00	7,470.75	8,870.11	16,340.86	1,919,437.50
10/01/00	7,790.16	8,550.70	16,340.86	1,911,647.34
11/01/00	7,541.00	8,799.86	16,340.86	1,904,106.34
12/01/00	7,858.46	8,482.40	16,340.86	1,896,247.88
01/01/01	7,611.89	8,728.97	16,340.86	1,888,635.99
02/01/01	7,646.93	8,693.93	16,340.86	1,880,989.06
03/01/01	8,520.07	7,820.79	16,340.86	1,872,468.99
04/01/01	7,721.35	8,619.51	16,340.86	1,864,747.64
05/01/01	8,033.79	8,307.07	16,340.86	1,856,713.85
06/01/01	7,793.87	8,546.99	16,340.86	1,848,919.98
07/01/01	8,104.30	8,236.56	16,340.86	1,840,815.68
08/01/01	7,867.06	8,473.80	16,340.86	1,832,948.62
09/01/01	7,903.27	8,437.59	16,340.86	1,825,045.35
10/01/01	8,210.66	8,130.20	16,340.86	1,816,834.69
11/01/01	7,977.45	8,363.41	16,340.86	1,808,857.24
12/01/01	8,282.77	8,058.09	16,340.86	1,800,574.47
01/01/02	8,052.30	8,288.56	16,340.86	1,792,522.17
02/01/02	8,089.36	8,251.50	16,340.86	1,784,432.81

### Summary Information

Borrower	City of Monroe
Interest Rate	5.42%
Effective APR	5.56%
Principal Amount	\$2,000,000.00
Purpose	
Initial Lease Date	09/27/1999
Initial Lease Payment	\$0.00
First Payment Date	11/01/1999
Final Payment Date	09/01/2014
Total # of Payments	180
Payment Frequency	Monthly
Quote Date	08/26/1999
Quote Expiration Date	09/24/1997
Total Principal Payments:	\$2,000,000.00
Total Interest Payments:	\$922,119.71
Total Debt Service Payments	\$2,922,119.71



**Program Quote**  
Projected Lease Payments

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
03/01/02	8,921.53	7,419.33	16,340.86	1,775,511.28
04/01/02	8,167.67	8,173.19	16,340.86	1,767,343.61
05/01/02	8,467.71	7,873.15	16,340.86	1,758,875.90
06/01/02	8,244.25	8,096.61	16,340.86	1,750,631.65
07/01/02	8,542.16	7,798.70	16,340.86	1,742,089.49
08/01/02	8,321.52	8,019.34	16,340.86	1,733,767.97
09/01/02	8,359.83	7,981.03	16,340.86	1,725,408.14
10/01/02	8,654.52	7,686.34	16,340.86	1,716,753.62
11/01/02	8,438.15	7,902.71	16,340.86	1,708,315.47
12/01/02	8,730.67	7,610.19	16,340.86	1,699,584.80
01/01/03	8,517.18	7,823.68	16,340.86	1,691,067.62
02/01/03	8,556.39	7,784.47	16,340.86	1,682,511.23
03/01/03	9,345.30	6,995.56	16,340.86	1,673,165.93
04/01/03	8,638.80	7,702.06	16,340.86	1,664,527.13
05/01/03	8,925.73	7,415.13	16,340.86	1,655,601.40
06/01/03	8,719.65	7,621.21	16,340.86	1,646,881.75
07/01/03	9,004.34	7,336.52	16,340.86	1,637,877.41
08/01/03	8,801.24	7,539.62	16,340.86	1,629,076.17
09/01/03	8,841.75	7,499.11	16,340.86	1,620,234.42
10/01/03	9,123.05	7,217.81	16,340.86	1,611,111.37
11/01/03	8,924.45	7,416.41	16,340.86	1,602,186.92
12/01/03	9,203.45	7,137.41	16,340.86	1,592,983.47
01/01/04	9,007.90	7,332.96	16,340.86	1,583,975.57
02/01/04	9,049.36	7,291.50	16,340.86	1,574,926.21
03/01/04	9,558.75	6,782.11	16,340.86	1,565,367.46
04/01/04	9,135.02	7,205.84	16,340.86	1,556,232.44
05/01/04	9,408.16	6,932.70	16,340.86	1,546,824.28
06/01/04	9,220.38	7,120.48	16,340.86	1,537,603.90
07/01/04	9,491.15	6,849.71	16,340.86	1,528,112.75
08/01/04	9,306.52	7,034.34	16,340.86	1,518,806.23

# **Program Quote** **Projected Lease Payments**

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
09/01/04	9,349.36	6,991.50	16,340.86	1,509,456.87
10/01/04	9,616.54	6,724.32	16,340.86	1,499,840.33
11/01/04	9,436.66	6,904.20	16,340.86	1,490,403.67
12/01/04	9,701.42	6,639.44	16,340.86	1,480,702.25
01/01/05	9,524.76	6,816.10	16,340.86	1,471,177.49
02/01/05	9,568.61	6,772.25	16,340.86	1,461,608.88
03/01/05	10,263.77	6,077.09	16,340.86	1,451,345.11
04/01/05	9,659.90	6,680.96	16,340.86	1,441,685.21
05/01/05	9,918.45	6,422.41	16,340.86	1,431,766.76
06/01/05	9,750.03	6,590.83	16,340.86	1,422,016.73
07/01/05	10,006.07	6,334.79	16,340.86	1,412,010.66
08/01/05	9,840.97	6,499.89	16,340.86	1,402,169.69
09/01/05	9,886.27	6,454.59	16,340.86	1,392,283.42
10/01/05	10,138.52	6,202.34	16,340.86	1,382,144.90
11/01/05	9,978.45	6,362.41	16,340.86	1,372,166.45
12/01/05	10,228.14	6,112.72	16,340.86	1,361,938.31
01/01/06	10,071.47	6,269.39	16,340.86	1,351,866.84
02/01/06	10,117.83	6,223.03	16,340.86	1,341,749.01
03/01/06	10,762.12	5,578.74	16,340.86	1,330,986.89
04/01/06	10,213.94	6,126.92	16,340.86	1,320,772.95
05/01/06	10,457.09	5,883.77	16,340.86	1,310,315.86
06/01/06	10,309.10	6,031.76	16,340.86	1,300,006.76
07/01/06	10,549.60	5,791.26	16,340.86	1,289,457.16
08/01/06	10,405.12	5,935.74	16,340.86	1,279,052.04
09/01/06	10,453.02	5,887.84	16,340.86	1,268,599.02
10/01/06	10,689.51	5,651.35	16,340.86	1,257,909.51
11/01/06	10,550.34	5,790.52	16,340.86	1,247,359.17
12/01/06	10,784.13	5,556.73	16,340.86	1,236,575.04
01/01/07	10,648.55	5,692.31	16,340.86	1,225,926.49
02/01/07	10,697.57	5,643.29	16,340.86	1,215,228.92

# **Program Quote** **Projected Lease Payments**

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
03/01/07	11,288.17	5,052.69	16,340.86	1,203,940.75
04/01/07	10,798.77	5,542.09	16,340.86	1,193,141.98
05/01/07	11,025.66	5,315.20	16,340.86	1,182,116.32
06/01/07	10,899.24	5,441.62	16,340.86	1,171,217.08
07/01/07	11,123.33	5,217.53	16,340.86	1,160,093.75
08/01/07	11,000.61	5,340.25	16,340.86	1,149,093.14
09/01/07	11,051.25	5,289.61	16,340.86	1,138,041.89
10/01/07	11,271.12	5,069.74	16,340.86	1,126,770.77
11/01/07	11,154.01	5,186.85	16,340.86	1,115,616.76
12/01/07	11,371.02	4,969.84	16,340.86	1,104,245.74
01/01/08	11,257.70	5,083.16	16,340.86	1,092,988.04
02/01/08	11,309.52	5,031.34	16,340.86	1,081,678.52
03/01/08	11,682.83	4,658.03	16,340.86	1,069,995.69
04/01/08	11,415.36	4,925.50	16,340.86	1,058,580.33
05/01/08	11,625.10	4,715.76	16,340.86	1,046,955.23
06/01/08	11,521.42	4,819.44	16,340.86	1,035,433.81
07/01/08	11,728.22	4,612.64	16,340.86	1,023,705.59
08/01/08	11,628.45	4,712.41	16,340.86	1,012,077.14
09/01/08	11,681.98	4,658.88	16,340.86	1,000,395.16
10/01/08	11,884.31	4,456.55	16,340.86	988,510.85
11/01/08	11,790.46	4,550.40	16,340.86	976,720.39
12/01/08	11,989.77	4,351.09	16,340.86	964,730.62
01/01/09	11,899.93	4,440.93	16,340.86	952,830.69
02/01/09	11,954.71	4,386.15	16,340.86	940,875.98
03/01/09	12,428.88	3,911.98	16,340.86	928,447.10
04/01/09	12,066.95	4,273.91	16,340.86	916,380.15
05/01/09	12,258.57	4,082.29	16,340.86	904,121.58
06/01/09	12,178.93	4,161.93	16,340.86	891,942.65
07/01/09	12,367.44	3,973.42	16,340.86	879,575.21
08/01/09	12,291.92	4,048.94	16,340.86	867,283.29

# **Program Quote** **Projected Lease Payments**

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
09/01/09	12,348.51	3,992.35	16,340.86	854,934.78
10/01/09	12,532.30	3,808.56	16,340.86	842,402.48
11/01/09	12,463.04	3,877.82	16,340.86	829,939.44
12/01/09	12,643.65	3,697.21	16,340.86	817,295.79
01/01/10	12,578.61	3,762.25	16,340.86	804,717.18
02/01/10	12,636.52	3,704.34	16,340.86	792,080.66
03/01/10	13,047.54	3,293.32	16,340.86	779,033.12
04/01/10	12,754.75	3,586.11	16,340.86	766,278.37
05/01/10	12,927.25	3,413.61	16,340.86	753,351.12
06/01/10	12,872.97	3,467.89	16,340.86	740,478.15
07/01/10	13,042.18	3,298.68	16,340.86	727,435.97
08/01/10	12,992.26	3,348.60	16,340.86	714,443.71
09/01/10	13,052.07	3,288.79	16,340.86	701,391.64
10/01/10	13,216.30	3,124.56	16,340.86	688,175.34
11/01/10	13,172.99	3,167.87	16,340.86	675,002.35
12/01/10	13,333.86	3,007.00	16,340.86	661,668.49
01/01/11	13,295.01	3,045.85	16,340.86	648,373.48
02/01/11	13,356.21	2,984.65	16,340.86	635,017.27
03/01/11	13,700.58	2,640.28	16,340.86	621,316.69
04/01/11	13,480.76	2,860.10	16,340.86	607,835.93
05/01/11	13,633.08	2,707.78	16,340.86	594,202.85
06/01/11	13,605.57	2,735.29	16,340.86	580,597.28
07/01/11	13,754.42	2,586.44	16,340.86	566,842.86
08/01/11	13,731.52	2,609.34	16,340.86	553,111.34
09/01/11	13,794.73	2,546.13	16,340.86	539,316.61
10/01/11	13,938.32	2,402.54	16,340.86	525,378.29
11/01/11	13,922.39	2,418.47	16,340.86	511,455.90
12/01/11	14,062.43	2,278.43	16,340.86	497,393.47
01/01/12	14,051.21	2,289.65	16,340.86	483,342.26
02/01/12	14,115.90	2,224.96	16,340.86	469,226.36

# **Program Quote** **Projected Lease Payments**

Payment Date	Principal Payment	Interest Payment	Total Payment	Principal Remaining
03/01/12	14,320.23	2,020.63	16,340.86	454,906.13
04/01/12	14,246.80	2,094.06	16,340.86	440,659.33
05/01/12	14,377.81	1,963.05	16,340.86	426,281.52
06/01/12	14,378.56	1,962.30	16,340.86	411,902.96
07/01/12	14,505.92	1,834.94	16,340.86	397,397.04
08/01/12	14,511.53	1,829.33	16,340.86	382,885.51
09/01/12	14,578.33	1,762.53	16,340.86	368,307.18
10/01/12	14,700.13	1,640.73	16,340.86	353,607.05
11/01/12	14,713.11	1,627.75	16,340.86	338,893.94
12/01/12	14,831.16	1,509.70	16,340.86	324,062.78
01/01/13	14,849.11	1,491.75	16,340.86	309,213.67
02/01/13	14,917.46	1,423.40	16,340.86	294,296.21
03/01/13	15,117.23	1,223.63	16,340.86	279,178.98
04/01/13	15,055.72	1,285.14	16,340.86	264,123.26
05/01/13	15,164.25	1,176.61	16,340.86	248,959.01
06/01/13	15,194.83	1,146.03	16,340.86	233,764.18
07/01/13	15,299.49	1,041.37	16,340.86	218,464.69
08/01/13	15,335.20	1,005.66	16,340.86	203,129.49
09/01/13	15,405.80	935.06	16,340.86	187,723.69
10/01/13	15,504.59	836.27	16,340.86	172,219.10
11/01/13	15,548.09	792.77	16,340.86	156,671.01
12/01/13	15,642.92	697.94	16,340.86	141,028.09
01/01/14	15,691.67	649.19	16,340.86	125,336.42
02/01/14	15,763.90	576.96	16,340.86	109,572.52
03/01/14	15,885.28	455.58	16,340.86	93,687.24
04/01/14	15,909.59	431.27	16,340.86	77,777.65
05/01/14	15,994.38	346.48	16,340.86	61,783.27
06/01/14	16,056.45	284.41	16,340.86	45,726.82
07/01/14	16,137.16	203.70	16,340.86	29,589.66
08/01/14	16,204.65	136.21	16,340.86	13,385.01

**Program Quote**  
**Projected Lease Payments**

<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>Principal Remaining</b>
09/01/14	13,385.01	61.62	13,446.63	0.00