

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT (this "**Assignment**"), made and entered into on _____, between **FITZGERALD-BEN HILL SOLID WASTE AUTHORITY**, a Georgia authority (the "**Borrower**"), and **GEORGIA ENVIRONMENTAL FINACNE AUTHORITY** a Georgia public corporation (the "**Lender**");

WITNESSETH:

WHEREAS, the Borrower desires to borrow **\$4,000,000** from the Lender to finance the costs of acquiring, constructing, and installing additions, extensions, or improvements to the Borrower's environmental facilities, pursuant to the terms of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "**Note**"), dated the date hereof, by the Borrower to the Lender; and

WHEREAS, the Borrower and **BEN HILL COUNTY** (the "**Public Body**") propose to enter into an Environmental Facilities Agreement (the "**Contract**"), dated the date hereof, under the terms of which (1) the Borrower will agree to operate its environmental facilities as public environmental facilities and to make its environmental facilities and services available to residents of the Public Body, and (2) the Public Body will agree (a) to make payments to the Borrower in amounts sufficient to enable the Borrower to pay when due the principal of and interest on the Note, to the extent the Borrower has insufficient funds for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Public Body, within any limitation that may be prescribed by law, as may be necessary to produce in each year revenues that are sufficient to fulfill the Public Body's obligations under the Contract; and

WHEREAS, to secure its obligation to pay principal of and interest on the Note, the Borrower desires to assign and pledge, and grant a first priority lien on, its right, title, and interest in the Contract to the Lender and desires to make and execute this instrument for that purpose;

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, all of which the Borrower acknowledges constitutes sufficient consideration and value received by the Borrower at the time of or before the Borrower's execution, sealing, and delivery hereof, the Borrower does hereby covenant and agree as follows:

1. The Borrower does hereby grant, bargain, convey, sell, transfer, assign, pledge, and set over, and grant a lien on, unto the Lender and its successors and assigns all of the Borrower's right, title, interest, remedies, powers, options, benefits, and

privileges in, to, and under the Contract and all amounts due and to become due to the Borrower under and pursuant to the Contract.

2. This Assignment shall not be deemed to impose any obligations or liabilities whatsoever on the Lender or to transfer or pass or in any way affect or modify any obligations of the Borrower under the Contract, it being understood and agreed that all such obligations of the Borrower shall be and remain enforceable only against the Borrower.

3. The Borrower represents and warrants to the Lender that it has not previously assigned, transferred, pledged, or encumbered in any manner, or granted a lien on, any of its right, title, interest, remedies, powers, options, benefits, and privileges in, to, or under the Contract. The Borrower shall defend the title to all of the foregoing against the claims and demands of all persons whomsoever claiming by, through, or under the Borrower.

4. The Lender may assign, transfer, pledge, or encumber, or grant a lien on, the Contract and any or all rights of the Lender under this Assignment, without consent or approval of, or notice to, the Borrower.

5. The Borrower hereby authorizes and empowers the Lender, and hereby irrevocably and duly constitutes and appoints the Lender as the Borrower's attorney-in-fact, to receive any and all amounts payable under the Contract, to collect any and all such amounts by such means and taking such action as the Lender may deem necessary or desirable, to exercise any and all rights or remedies provided for under the Contract, to file such claims and take any other action or to institute any other proceedings that the Lender may deem necessary or advisable to enforce any such obligations, and to act in all other ways under and with respect to the Contract in the place and stead of the Borrower. The foregoing appointment of the Lender as the Borrower's attorney-in-fact is coupled with an interest, cannot be revoked by insolvency, reorganization, merger, consolidation, or otherwise, and shall not terminate until the Note has been paid and satisfied in full.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

**FITZGERALD-BEN HILL SOLID WASTE
AUTHORITY**

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY**

Signature: _____

Trey Bennett
Executive Director

(SEAL)