

M 273112  
MOORE INGRAM JOHNSON & STEELE  
P O BOX 3305

MARIETTA, GA 30061-3305

Deed Book **11513 Pg 106**  
Filed and Recorded 9/20/2011 2:48:45 PM  
**28-2011-024234**

Patty Baker  
Clerk of Superior Court Cherokee Cty, GA

After recording return to:

James P. Monacell  
Smith, Gambrell & Russell, LLP  
Suite 3100, Promenade II  
1230 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3592

**ASSIGNMENT AND TRANSFER AGREEMENT**

THIS ASSIGNMENT AND TRANSFER AGREEMENT (hereinafter referred to as this "Agreement") is made and entered on September 15, 2011, by and between **GEORGIA MUNICIPAL ASSOCIATION, INC.** (hereinafter referred to as "GMA") and **FIFTH THIRD BANK**, having an address at 38 Fountain Square Plaza, MD10904A, Cincinnati, OHIO 45263 (hereinafter referred to as "Lender").

**W I T N E S S E T H:**

WHEREAS, GMA has entered into an Installment Sale Agreement (the "Installment Sale Agreement") of even date herewith with City of Woodstock, Georgia (the "City") and an Agreement Regarding Environmental Activity (the "Environmental Agreement") of even date herewith with the City, with respect to certain projects (the "Project"); and

WHEREAS, Lender has agreed to purchase and service the Installment Sale Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, GMA and Lender hereby covenant and agree as follows:

(a) GMA hereby absolutely assigns, transfers, conveys and sets over to Lender all the right, title and interest of GMA in, under, by virtue of the Installment Sale Agreement and the Environmental Agreement, without recourse to the GMA (except for GMA's right to indemnification and attorney's fees and to receive notices).

(b) This Agreement shall not transfer any title or ownership interest that GMA may retain in the Project pursuant to the Installment Sale Agreement; nevertheless (1) GMA grants Lender a non-recourse security interest therein to secure the payment of Installment Payments shown on the Payment Schedule to the Installment Sale Agreement, and (2) upon written request of Lender after an Event of Default or Event of Nonappropriation under the Installment Sale Agreement shall transfer such title or ownership as GMA may have retained in the Project to Lender by appropriate quitclaim instruments of transfer.

(c) In consideration of the assignment contemplated by Paragraph (a) hereof, the Lender shall fund the Installment Sale Amount referred to in the Installment Sale Agreement in the amount of \$8,555,000 on the date hereof. No further payment or advance from Lender to GMA or the City shall be required and the purchase and sale of the Installment Sale Agreement will be immediately effective.

(d) GMA hereby irrevocably directs the City under the Installment Sale Agreement to pay to Lender all Installment Payments.

(e) This Agreement shall not operate to place upon GMA or Lender any responsibility for the operation, control, care, management, ownership or repair of the Project.

(f) GMA covenants, agrees, represents and warrants that GMA will not sell, assign, transfer, mortgage or pledge the Installment Sale Agreement or any of the installment payments, receipts and other amounts arising with respect to the Project to any person, firm or corporation other than Lender; that no installment payments, receipts and other amounts arising with respect to the Project or under the Installment Sale Agreement or any part thereof, has been or will be anticipated, waived, released, discounted or otherwise discharged or compromised. GMA agrees that it will cooperate to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the City under the Installment Sale Agreement.

(g) GMA agrees to execute and deliver to Lender, at any time or times during which this Agreement shall be in effect, such further instruments as Lender may reasonably require to make effective this Agreement or any assignment and the several covenants of GMA herein or therein contained.

(h) Lender shall have the right to further assign and transfer the Installment Sale Agreement, the Environmental Agreement and all collateral therefor, and to enter into participations with respect thereto; provided, reasonable notice of such assignment or transfer shall be given to the City.

(i) No change, amendment, modification or cancellation or discharge hereof, or of any part hereof, shall be valid unless Lender and GMA shall have consented thereto in writing. This Agreement contains the entire agreement of the parties.

(j) The terms, covenants and conditions contained herein shall inure to the benefit of, and bind, Lender and GMA and their respective legal representatives, successors and assigns. There shall be no third party beneficiaries of this Agreement.

(k) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereof, either party hereto shall have the right from time to time and at any time during the term of this Agreement to change its address, and each shall have the right to specify as its address any other address within the United States of America. For the purposes of this Agreement:

The address of Lender is: As set forth in the introduction paragraph  
of this Agreement.

The address of GMA is: Georgia Municipal Association, Inc.  
201 Pryor Street, S.W.  
Atlanta, Georgia 30303  
Attn: Lease Administrator

(l) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(m) Unless the context requires otherwise, capitalized terms used herein shall have the meanings ascribed thereto in the Installment Sale Agreement.

[Execution on Following Pages]

IN WITNESS WHEREOF, GMA and Lender have executed this Agreement, the day and year first above written.

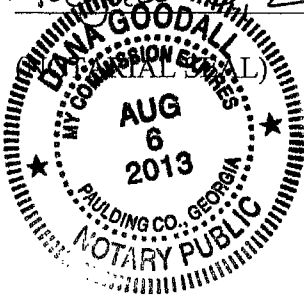
Signed, sealed and delivered  
in the presents of:

Honda Singlor  
Unofficial Witness

Dana Goodall  
Notary Public

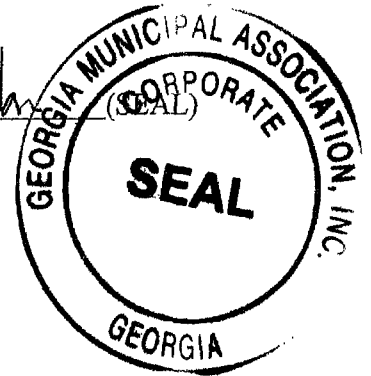
My Commission Expires:

August 6 2013



**GEORGIA MUNICIPAL  
ASSOCIATION, INC.**

By: Jim E. High  
Executive Director



Attest:

By: Lon Cramer  
Director, Local Governmental Services

(Assignment and Transfer Agreement)

Signed, sealed and delivered  
in the presence of:

FIFTH THIRD BANK

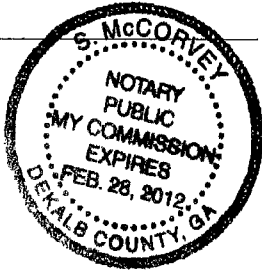
Katherine R. Powell  
Unofficial Witness

By: Don Dorabhorn (SEAL)  
Title: Vice President

McCorvey  
Notary Public

My Commission Expires: 2-28-2012

(NOTARIAL SEAL)



(Assignment and Transfer Agreement)