

the Guarantor arising from or represented by those stocks, bonds and certificates of deposit.

All of the aforementioned property in which the Guarantor has granted to the Bank a security interest hereinafter shall be termed "Collateral."

The County, its successors and assigns shall have and hold the Collateral and all proceeds of the same forever; provided, always, however, that such security interest is granted upon the express condition that if the Guarantor shall pay or cause to be paid all amounts payable under the Partnership Guaranty and otherwise perform its obligations under the Partnership Guaranty and if the Guarantor shall observe, keep and perform its covenants, warranties and obligations contained in this Security Agreement, then the security interest hereby granted shall cease and this Security Agreement shall become null and void; otherwise this Security Agreement shall remain in full force and effect.

SECTION 2. WARRANTIES, COVENANTS AND REPRESENTATIONS.

The Guarantor warrants that neither the execution and delivery of the Partnership Guaranty or this Security Agreement, nor consummation of the transactions described in those documents, nor the fulfillment of or compliance with the terms and conditions of those documents, conflicts with or results in breach of any of the terms, conditions or provisions of any restriction, agreement,

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