

Indenture with Grantee (the "Indenture"), pursuant to which the Issuer has assigned to Grantee all of its right, title and interest in and to the Loan Agreement and the Series 1981 Note and any other Notes that thereafter might be entered into in connection with the issuance of any such Additional Bonds (said Series 1981 Note and any such other Notes being hereinafter collectively called the "Note"), and furthermore has assigned the Series 1981 Note to Grantee (without recourse), all as security for the Bonds;

WHEREAS, the Issuer has required, as a condition to its entering into the Loan Agreement, and the Underwriter of the Series 1981 Bonds has required as a condition to its underwriting of same, that Grantor enter into this Agreement to provide additional security for the Bonds;

WHEREAS, the Issuer has agreed with Grantor in the Loan Agreement that, subject to the satisfaction of certain conditions precedent, it will issue certain Additional Bonds to provide additional funds to lend to Grantor for certain purposes stated therein, provided, however, that the maximum amount of such Additional Bonds which the Issuer is obligated to issue equals fifty percent (50%) of the total principal amount of the Series 1981 Bonds;

NOW, THEREFORE, in consideration of the purchase of the Series 1981 Bonds by the Underwriter and the ultimate purchasers thereof, and of the making of said loan by the Issuer, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and for the better securing of the prompt payment when due (a) by the Issuer, of the principal of, premium, if any, and interest on the Series 1981 Bonds and all such Additional Bonds, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon maturity thereof by acceleration, and all other amounts payable by the Issuer under the Indenture, and (b) by Grantor, of the principal of, premium, if any, and interest on the Series 1981 Note and any other Notes executed in connection with the issuance of such Additional Bonds, whether at the stated maturity thereof, or upon mandatory prepayment thereof, or upon maturity by acceleration, and all other amounts payable by Grantor under the Series 1981 Note, any such other Notes, the Loan Agreement, and this Agreement, according to their respective terms and conditions, and for the performance by the Issuer and the Grantor of the agreement, conditions, covenants, provisions and stipulations contained herein and therein, and also in consideration of the further sum of Three and No/100