

## CLAUSE D

All right, title and interest of the County in, to and under the Debt Service Reserve Fund established under the 1984 Loan Agreement.

TO HAVE AND TO HOLD, all and singular, the Collateral and the rights and privileges hereby pledged, conveyed and assigned by the County, or intended so to be, unto the Trustee/Bank Agent and its successors and assigns forever, in trust, nevertheless, with power of sale to the extent permitted by law and by this Transfer and Assignment, the Amended 1982 Mortgage and the 1982 Loan Agreement, as amended by the 1982 Loan Agreement Amendment (the "Amended 1982 Loan Agreement"), for the equal and pro rata benefit and security of each and every holder of the 1984 Bond and the Indenture Bonds and coupons issued and to be issued under the 1982 Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of the 1984 Bond or one Indenture Bond or coupon issued or to be issued under the 1982 Indenture over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Indenture Bonds and coupons and the 1984 Bond shall have the same right, lien and privilege under this Transfer and Assignment and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof and were expressed to mature on one and the same date;

SUBJECT, NEVERTHELESS, as to the properties assigned, conveyed and mortgaged hereby to Permitted Encumbrances, as defined in the Amended 1982 Mortgage; and

PROVIDED, HOWEVER, that if the County, its successors or assigns, shall well and truly cause the 1984 Bond and the Indenture Bonds and the interest due or to become due thereon, and premium, if any, to be paid solely and only from the sources mentioned in the 1984 Bond and such Indenture Bonds, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of the 1982 Indenture and the 1984 Loan Agreement to be kept, performed and observed by it, and shall comply with all conditions precedent to the satisfaction and discharge of the 1982 Indenture and the 1984 Loan Agreement, and shall cause to be paid to the Trustee and the Bank Agent and all paying agents all sums of money due or to become due to them in accordance with the terms and provisions hereof and thereof, then this Transfer and Assignment and the rights hereby granted shall cease, determine and be void, and the Trustee/Bank Agent in such case, on demand of the County, upon payment by the County to the Trustee/Bank Agent of its reasonable fees, costs and expenses, shall execute and deliver to the County in accordance with the terms hereof such deeds, discharges or satisfactions as shall be requisite to discharge the lien hereof and convey to the County all interests held by the Trustee/Bank Agent pursuant to the terms