

(a) Company Notes; and
(b) Company Security Agreement; and
(c) Company Mortgage; and
(d) All proceeds payable to the County from disposition by it of the Company Notes, the Company Security Agreement and the Company Mortgage.

(e) All amounts payable to the County under the Company Notes, the Company Security Agreement and the Company Mortgage.

These assignments are made upon the express condition that if the County shall pay or cause to be paid all amounts payable to the holders of the Bonds under each Bond, the Loan Agreement, and this Security Agreement and Conditional Assignment, then these assignments shall cease and be discharged; otherwise they shall remain in full force and effect.

SECTION 3. PROTECTION OF COLLATERAL.

The County will not:

(a) by affirmative act consent to the creation or existence of any security interest in the Collateral except that granted to the holders of the Bonds in connection with the transaction described in the Loan Agreement; or

(b) sell, mortgage, transfer, assign or hypothecate its interest in the Collateral except in accordance with the terms of the Loan Agreement and this Security Agreement and Conditional Assignment.

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