

SECTION 2. CONDITIONAL ASSIGNMENT.

The County does hereby assign to C&S, its successors and assigns, and to any subsequent registered owners of the Bond, and C&S does hereby accept, as collateral security for payment of the Bond and any other amounts herein specified, all and singular of the County's right, title and interest in, to or arising under the following:

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

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 Bond under the 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:

312

4328 RVZ