

(g) Partnership Security Agreement; and

(h) All proceeds payable to the County from disposition by it of the Company Note, the Company Security Agreement, the Company Mortgage the Personal Guaranty, the Personal Security Agreement, the Partnership Guaranty and the Partnership Security Agreement; and

(i) All amounts payable to the County under the Company Note, the Company Security Agreement, the Company Mortgage the Personal Guaranty, the Personal Security Agreement, the Partnership Guaranty and the Partnership Security Agreement.

These assignments are made upon the express condition that if the County shall pay or cause to be paid all the amounts payable under the Bond and this Security Agreement and Conditional Assignment, then these assignments shall cease and be utterly null and void; 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 Bank under this Security Agreement and Conditional Assignment; and

(b) sell, mortgage, transfer, assign or hypothecate its interest in the Collateral except in accordance with the terms of this Security Agreement and Conditional Assignment and the related Loan Agreement dated as of February 18, 1981 (the "Loan Agreement").

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