

description of this personal property and the real property where it is located is attached as Schedule II.

The Company does hereby further convey, warrant, mortgage, pledge, assign and grant to the County, its successors and assigns, and the County does hereby accept, a first security interest in and to all and singular or the Company's right, title and interest in and to the stocks, bonds and certificates of deposit listed on Schedule III-A and the stocks, bonds, certificates of deposit, contract rights and accounts listed on Schedule III-B, and all right, title and interest of the Company arising from or represented by those stocks, bonds, certificates of deposit, contract rights and accounts (and all replacements or substitutions and proceeds of these stocks, bonds, certificates of deposit, contract rights and accounts).

All personal property described in this section collectively shall be hereinafter termed "Collateral".

The County, its successors and assigns shall have and hold the Collateral and all proceeds of the Collateral forever; provided, always, however, that this security interest is granted upon the express condition that if the Company shall pay or cause to be paid all amounts payable under the Company Note, the Loan Agreement, the Company Mortgage and this Security Agreement, then the security interest hereby granted shall cease and this Security Agreement shall become null and void; otherwise this Security Agreement shall remain in full force and effect.