

(e) All proceeds payable to the County from disposition by it of the 1981 Hospital Note, the 1982 Hospital Note, the Hospital Mortgage and/or the Hospital Security Agreement; and

(f) All amounts payable to the County under the 1981 Hospital Note, the 1982 Hospital Note, the Hospital Mortgage and the Hospital 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 to the Bank under the 1981 Bond, the 1982 Bond, the Loan Agreement, the Hospital Mortgage, the Hospital Security Agreement 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, release, mortgage, transfer, assign or hypothecate its interest in the Collateral, or amend any term or provision of any item of Collateral, without the prior written consent of the Bank, which consent shall not be unreasonably withheld.