

(a) That certain secured note dated September 19, 1983 in the principal face amount of \$1,000,000 executed by the Company and delivered to the County, naming the County as payee (the "First Company Note"), and that certain secured note dated on or about April 19, 1984 in the principal face amount of \$1,000,000 executed by the Company and delivered to the County, naming the County as payee (the "Second Company Note"), the First Company Note and Second Company Note hereinafter being termed the "Company Notes"; and

(b) That certain Mortgage and Security Agreement, between the County, as mortgagee/secured party, and the Company, as mortgagor/debtor, dated as of September 15, 1983 and amended as of April 19, 1984, and all amendments thereto (the "Mortgage and Security Agreement"); and

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

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

The things described in (a) through (d), inclusive, hereinafter collectively shall be termed "Collateral."

The Bank, its successors and assigns, and the subsequent registered owners of the Bonds shall have and hold the Collateral forever; provided always, however, that this security interest is granted upon the express condition that if the County shall pay or cause to be paid all amounts payable to the registered holders of