

the Bonds under the Bonds, the Loan Agreement dated as of September 15, 1983 and amended as of April 19, 1984 among the County, the Bank and the Company (the "Loan Agreement"), and this Security Agreement and Conditional Assignment, then the security interest hereby granted shall cease and be discharged; otherwise it shall remain in full force and effect.

SECTION 2. CONDITIONAL ASSIGNMENT.

The County does hereby assign to the Bank, its successors and assigns, and to any subsequent registered owners of the Bonds, and the Bank does hereby accept, as collateral security for payment of the Bonds 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 Notes; and
- (b) 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; and
- (d) All amounts payable to the County under the Company Notes 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 registered holders of the Bonds under the Bonds, the Loan Agreement, and this Security Agreement and Conditional Assignment,

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