

WHEREAS, Enterprise Finance Company, a Delaware Corporation (the "Lender"), has agreed to purchase the County Note upon receipt from the County of adequate security for payment of all amounts payable under the Note; and

WHEREAS, the County has agreed to loan to the Company the proceeds from the issuance and sale of the County Note upon receipt by the County of the Company's \$1,000,000 Note committing it to pay when due all amounts payable under the County Note, and also upon receipt by the County from the Company of adequate security for payment of these amounts;

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid at and before the execution and delivery of these presents and in consideration of the advancement by the County to the Company of the aforementioned funds and for the better securing of the repayment of these funds with interest to the County in accordance with the terms of the Company's aforementioned Note and also for the better securing of the repayment of all other indebtedness hereby secured, the County and the Company agree as follows:

SECTION 1. DEFINITIONS.

"Collateral" shall mean all of the property subject to this Mortgage and Security Agreement.

"Company Note" shall mean that secured note dated the date of the issuance and delivery of the County Note and in the principal amount of \$1,000,000, made by the Company and naming the