

The undersigned hereby ratifies and confirms the County Loan Agreement and does hereby warrant and represent that it is in full force and effect and that the undersigned is not in default thereunder.

The undersigned hereby irrevocably constitutes and appoints the Bank, its successors and assigns, the true and lawful attorney of the undersigned, with power of substitution, for the undersigned and in the name of the undersigned or in the name of the Bank or otherwise, for the use and benefit of the Bank: to ask, demand, require, receive, collect, compound and give discharges and releases of all claims for any and all such Revenues due or to become due under or arising out of the County Loan Agreement and to endorse any checks and other instruments or orders in connection therewith, and if any "event of default" specified in § 10 of that certain Agreement dated as of November 1, 1975 ("the Bank Loan Agreement") between the undersigned and the Bank (providing for loans by the Bank to the undersigned) shall occur, (a) to settle, compromise, compound or adjust any such claims; (b) to exercise and enforce any and all claims, rights, powers or remedies of every kind and description of the undersigned under or arising out of the County Loan Agreement; (c) to file, commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect any such sums assigned to the Bank hereunder or to enforce any rights in

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