

(4) To vote in person or by proxy at corporate or other meetings and to effect, participate in or consent to any reorganization, merger, voting trust or other action affecting any securities which I now or hereafter own, or the issuers thereof, and to make payments in connection therewith.

(5) To enter into, perform, modify, extend, cancel, compromise or otherwise act with respect to any contract of any sort whatsoever.

(6) To procure insurance against any and all risks affecting property or persons, and against liability, damage or claim of any sort; to alter, amend, extend or cancel such insurance.

(7) To borrow money in such amounts, for such periods and upon such terms as my Attorney shall deem proper and to secure any loan by the mortgage or pledge of any property of mine.

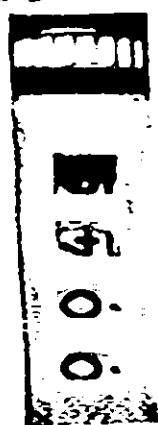
(8) To pay any amount that may be owing at any time by me upon any contract, instrument or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

(9) With respect to any account in my name or in any other name for my benefit with any broker, bank, savings, and loan association, or trust company, to make deposits therein and withdrawals therefrom whether by check or otherwise, and to open, to continue and to close such accounts or any similar account.

(10) To receive payment of any indebtedness due me or any money coming to me, and to receive payment of dividends, interest and principal, and to give receipts, releases and acquittances therefor.

(11) To open and have free access to any lockbox to which I have access, and to all the contents thereof.

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*William H. Vickrey, Jr.*

