

respect thereto and all other claims, rights, powers and remedies of every kind and description of the undersigned, under or arising out of the County Loan Agreement; and (d) generally to sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with any of such claims, rights, powers and remedies as fully and completely as though the Bank were the absolute owner thereof for all purposes, and at such times and in such manner, as may seem to the Bank to be necessary or advisable in its absolute discretion.

The undersigned further agrees that at any time and from time to time, upon the written request of the Bank, the undersigned will promptly and duly execute and deliver any and all such further instruments and documents as the Bank may deem desirable in obtaining the full benefits of this Assignment and all rights and powers herein granted.

The undersigned does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Assignment shall remain in effect, the whole or any part of the revenues, rights or remedies hereby assigned, to anyone other than the Bank, its successors and assigns.

All revenues due and to become due under or pursuant to the County Loan Agreement shall be paid directly to the Bank at 1 Chase Manhattan Plaza, New York, New York 10015 and