

provide for the payment, satisfaction and discharge, of all debts and liabilities of the Grantor other than debts and liabilities of Grantor to Grantee.

Grantor hereby constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney in fact, or attorneys in fact, of Grantor, irrevocable, with full power of substitution, in the name of Grantor, or otherwise, on behalf and for the benefit of Grantee, its successors and assigns, to exercise from time to time any and all of the rights, privileges and powers of Grantor in respect of the assets of Grantor hereby conveyed, assigned, transferred, set over, distributed and delivered to Grantee, its successors and assigns, or any of them; to demand and receive all moneys and other property, tangible or intangible, payable or deliverable to Grantor in respect of any of the said assets so conveyed, assigned, transferred, set over, distributed and delivered to Grantee, its successors and assigns; to give receipts, releases and quittances of or in respect of the same, or any part thereof; to institute and prosecute, in the name of Grantor or otherwise, any and all proceedings at law, in equity or otherwise, which Grantee, its successors or assigns, may deem necessary or proper to secure, enforce or exercise such rights, privileges and powers or any thereof; and to do any and all other acts and things in relation thereto which Grantee, its successors and assigns, may deem desirable.

Grantor will, whenever requested by Grantee, do, assign, execute, acknowledge and deliver, or cause to be done, assigned, executed, acknowledged and delivered, any and all such further acts, deeds, assignments, transfers, conveyances and assurances as Grantee, its successors or assigns, may reasonably request,

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