

provisions of this Agreement, without the consent of the Non-Managing Members, so that the terms hereof comply with any laws or regulations promulgated by the Securities and Exchange Commission, the Federal Reserve, the Federal Deposit Insurance Corporation, any self-regulatory organization or any other regulatory authorities. Anything to the contrary notwithstanding, during a Note Default Event under any Non-Managing Member's Note, all voting or consent rights of such Non-Managing Member under this Agreement shall be suspended and may instead be exercised by the Company at the direction of the Managing Member.

26. Binding. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective executors, administrators, estates, heirs and other legal successors, representatives and, if approved or permitted in accordance with this Agreement, assigns.

27. Power of Attorney. Each of the Members hereby appoints the Managing Member with power of substitution as such Member's true and lawful representative and attorney-in-fact, in such Member's name, place and stead to make, execute, sign, acknowledge, swear to and file:

a. any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Company;

b. any business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Company, or required by any applicable federal, state or local law;