Trustees shall execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds or other appropriate instruments, conveying, assigning and transferring all their estate, right, title and interest in and to the property and rights so sold. The Trustees are hereby appointed the true and lawful irrevocable attorneys of the Company, in its name and stead or in the name of the Trustees, to make all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold, and, for that purpose, the Trustees may execute all necessary deeds and other instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that such attorney or attorneys or such substitute or substitutes shall lawfully do by virtue hereof. The Company shall, nevertheless, if so requested in writing by the Trustees, ratify and confirm any such sale or sales by executing and delivering to the Trustees or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Trustees, for such purposes and as may be designated in such request. Any such sale or sales made under or by virtue of this Article VIII shall operate to divest all the estate, right, title, interest, claim and demand, whether at law or in equity, of the Company in and to the property and rights so sold, and shall be

a perpetual bar, at law and in equity, against the Company, its successors and assigns.

(c) The receipt of the Trustees for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the property or rights, or any part thereof, so sold. No such purchaser, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or shall be answerable, in any manner, for any loss, misapplication or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) In the event of any sale made under or by virtue of this Article VIII, the unpaid principal of and interest and premium, if any, on the Notes, if not previously due and payable, and all other sums required to be paid by the Company pursuant to this Indenture and the Notes, shall immediately, thereupon, become due and payable, notwithstanding any other provision contained in the Notes or this Indenture.