

irrevocably appointed the true and lawful attorney of the Companies, in their name and stead to make all necessary deeds, bills of sale and conveyances of the property and franchises and all necessary transfers of shares of stock or bonds or other securities thus sold; and for that purpose the Trustee may execute all necessary deeds, bills of sale and other instruments of assignment and transfer and may substitute one or more persons with like power, hereby ratifying and confirming all that the Trustee's said attorney or such substitute or substitutes shall legally do by virtue hereof. Nevertheless, the Companies, if so requested by the Trustee, shall join in executing all necessary deeds of conveyance, bills of sale and other instruments of assignment and transfer. The Trustee shall not be obligated to take any action under this paragraph unless it has received an Opinion of Counsel to the effect that such action is authorized hereby and appropriate hereunder and the Trustee shall incur no personal liability on account of any instrument executed or action taken pursuant to this paragraph.

§ 8.05. The receipt of the Trustee, or other person authorized to receive the same for the purchase money paid at any such sale shall be a sufficient discharge therefor to any purchaser of the property, or any part thereof, sold as aforesaid, and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money or any part thereof upon or for any trust or purpose of this Indenture, or, in any manner whatsoever, be answerable for any loss, misapplication or non-application of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

§ 8.06. In case of a sale of the Trust Estate substantially as a whole under any of the foregoing provisions