

successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

(c) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in its name or Purchaser's name, but on behalf and for the benefit of Purchaser, to demand, collect, and receive for the account of Purchaser all of the Assets; to institute or prosecute, in its name or otherwise, all proceedings which Purchaser may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Assets arising from and after the date hereof; and to defend and compromise any and all actions, suits, or proceedings in respect of any of the Assets arising from and after the date hereof. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable.

2. Purchaser hereby assumes and agrees to perform, discharge, and satisfy, after the date hereof, all of the Assumed Obligations, all in accordance with the terms of the Purchase Agreement, but does not assume or agree to perform any other liabilities or obligations of Seller. Purchaser shall not have any obligation, duty, or liability under the Assumed Commitments arising or accruing on or before the date hereof.

3. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

4. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]