

(A) The Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Constituent Corporations except as otherwise herein provided and except as otherwise provided by law.

(B) The Surviving Corporation shall be vested with all property real, personal or mixed and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations.

(C) All property, rights, privileges, powers, and the franchises of the Constituent Corporations shall be thereafter as effectively the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against the same extent as if such debts, liabilities, obligations and duties had been incurred or contacted by it.

(10) From time to time as and when requested by the Surviving Corporation or by its successors or assigns each of the Constituent Corporations shall execute and deliver, or cause to be executed, delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Paragraph (9) hereof, and otherwise to carry out the intent and purposes of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger any number of counterparts hereof may be executed and each such