

either BROOKLINE or SOUTHERN, shall not revert or be in any way impaired by reason of the merger of SOUTHERN and BROOKLINE; provided that all rights of creditors and all liens on any property of each of the said corporations shall be preserved unimpaired limited to the property affected by such liens at the time of such merger, and all debts, liabilities and duties of the respective corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

SECOND: If at any time the Surviving Corporation shall deem or be advised that any further assignments or assurances in law or things are necessary or desirable to vest or to perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property of SOUTHERN acquired or to be acquired by reason of or as a result of the merger provided for by this Agreement, SOUTHERN and its proper officers and directors shall and will execute and deliver any and all such proper deeds, assignments and assurances in law and do all things necessary or proper so to vest, perfect or confirm title to such property in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

THIRD: For the convenience of the parties and to facilitate the execution of this Agreement, any number of counter parts thereof may be executed and each such executed counter part shall be deemed to be an original instrument.