

be permitted to examine the property, books and records of Park and its titles to real estate, and that such officers, attorneys, accountants and representatives shall be afforded free access to such property, books, records and titles, and Park agrees that it will upon request furnish AMI and/or Fidelity with any information reasonably required in respect to such property, assets and business.

(Representations)

(14) It is understood and agreed that in case the representations heretofore set forth are untrue or incorrect or if there are flaws in the titles to real estate to such an extent as to affect substantially materially and adversely the value of the property, assets and business of AMI, Fidelity or Park, as the case may be, any party to this Agreement may at its election and upon written notice thereof, terminate and cancel this Agreement and its obligations hereunder, and in such event, no party shall have any claim for damages against any other party.

(No Other Agreements)

(15) It is expressly agreed that this written contract embodies the entire agreement of the parties in relation to the subject matter hereof, and that no understandings or agreements, verbal or otherwise, in relation thereto, exist between the parties as hereto expressly set forth.

(Failure to Execute)

(16) If any corporation named in this agreement as a party hereto shall fail to execute or enter into this agreement, initially, this Agreement shall be effective with respect to the other corporations becoming a party hereto, and this Merger Agreement shall be valid and binding, subject to the terms hereof, as between such other corporations as shall become signatory hereto.

IN WITNESS WHEREOF, American Mortgage and Investment Co., Fidelity Investment Corporation, and Park Investment Co. have caused this Agreement of Merger to be executed by a majority of the Directors of each

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