

of the business and activities of the Mortgage Company and the New Mortgage Company, on and after the effective date of the merger, in the manner and at the places in which such activities and businesses were conducted up to the time of the merger.

14. This Agreement may be terminated by written notice by either the Holding Company, the Mortgage Company or the New Mortgage Company to the other two parties to the Agreement, authorized or approved by resolution adopted by the Board of Directors of the party giving such notice, if the merger herein provided for has not become effective by June 15 1974.

15. Upon termination by notice as provided in the preceding sections, this Agreement shall become and be void and of no further effect, and there shall be no liability or obligation by reason of this Agreement, or the termination thereof, on the part of the Mortgage Company, the New Mortgage Company, the Holding Company, or the directors, officers, employees, agents or shareholders of any of them.

16. Subject to the terms hereof and upon satisfaction of all requirements of law and the conditions specified in this Agreement, the merger of the Mortgage Company and the New Mortgage Company shall become effective upon the filing with the Secretary of State for the State of Tennessee of a copy of this Agreement.

IN WITNESS WHEREOF, the Mortgage Company and the New Mortgage Company have caused this Agreement to be executed in counterparts by their duly authorized officers, as of the day and year first above written.

KIMBROUGH-KAVANAUGH AND ASSOCIATES, INC.

By: [Signature]  
Title: President

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