

shall in any event be liable for all debts, liabilities, obligations, duties and penalties of said corporations merging into the Surviving Corporation, and all said debts, liabilities, obligations, duties and penalties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by it. No liability or obligation due or to become due at the effective time of the merger, or any claim or demand for any cause then existing against either of said corporations merging into the Surviving Corporation or any stockholder, officer or director thereof, shall be released or impaired by the merger, and all rights of creditors and all liens upon property of any of said corporations merging into the Surviving Corporation shall be preserved unimpaired.

8. At the effective time of the merger, the assets and liabilities of each of Texize and Maine Biological (except items of capital and surplus) shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively shall be carried on the books of each of said corporations merging into the Surviving Corporation immediately prior to the effective time of the merger, and the capital and surplus accounts of the Surviving Corporation shall be determined in accordance with generally accepted accounting principles by the Board of Directors of the Surviving Corporation.

9. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

10. At any time prior to the filing of this Agreement, the parties hereto may, by written agreement, make any modification of this Agreement approved