

consummation of the merger herein provided for, shall be assumed by Sitton Buick Company, Inc. of Greenville, S. C., and all rights of creditors, and all liens upon the property of either of said corporations shall be preserved and unimpaired by the merger.

8. For the purpose of more completely carrying into effect these articles of merger, Masley Motors Incorporated does hereby grant, convey, set over, assign and release unto Sitton Buick Company, Inc. of Greenville, S. C., subject to the conditions hereinbefore set forth, all property, both real and personal, rights, privileges, powers and franchises, and all rights of action and things of every name, nature and kind now held by it, or to which it may have any claim or interest, together with all and singular the rights, covenants, conditions and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold the same unto Sitton Buick Company, Inc., of Greenville, S. C., its successors and assigns, from the time such merger shall become effective and forever thereafter. Said corporation does further agree to cause to be executed and delivered to Sitton Buick Company, Inc. of Greenville, S. C., all such deeds, conveyances, assignments, bills of sale and transfers as may be necessary or proper to carry this agreement into effect.

9. The effective time of this agreement to be the commencement of business on the *2nd* day of *March*, 1956.

10. All costs and expenses incident to, or properly incurred in connection with this merger, or the transfer of property and assets or carrying