

**(Best Efforts)**

(9) (b) To use its best efforts to procure from the respective lessors to all leases of which it is the lessee, and the other party or parties to all contracts or rights to which it is a party, such appropriate consents in writing to such assignments as AMI shall request;

**(Execution of Conveyances)**

(9) (c) To execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such other documents and further and subsequent conveyances and assurances as and when AMI shall request, so as to convey to and to assure and confirm the vesting in AMI, of the property, assets, rights and privileges intended under this Agreement to be conveyed, assigned, transferred or delivered, including separate assignments of contracts and agreements, whether or not the property represented thereby shall have been actually delivered at the time herein mentioned for such delivery or later; and to do and perform or cause to be done or performed, such acts as shall be necessary or useful to place AMI in actual possession of said property and assets, and to assure to AMI such title to and use of said property and assets as it now enjoys;

**(Activities Until Delivery Date)**

(9) (d) Prior to the effective date of the merger, not to engage in any activity or transaction other than in the ordinary course of business without first obtaining the approval of AMI. Fidelity and Park agree, prior to the effective date of the merger, not to lease or sell, or issue rights to subscribe to any shares of its capital stock nor declare or pay any dividend on any share of its capital stock;

**(Manner of Business Until Delivery Date)**

(9) (e) That until the Date of Delivery hereinafter mentioned, Fidelity and Park will carry on its respective business in substantially the same way as heretofore, and shall not purchase or sell or enter into any contract for advertising or for the purpose or sale of any property of any kind whatsoever without the written consent of AMI;

(SEE REMAINING PAGE)