

respect to such liabilities and obligations:

(Activities Until Delivery Date)

(9) (c) That until the Date of Delivery hereinafter mentioned, AMI will not purchase or sell or enter into any contract for advertising or for the purchase or sale of any property of any kind whatsoever without the written consent of Fidelity and Park;

(Care of Assets and Property)

(10) (d) That until the Date of Delivery hereinafter mentioned, the assets, property and rights now owned by AMI will be preserved and maintained, so far as practicable, in the ordinary and customary conduct of its business, to the same extent and in the same condition as said assets, property, and rights are on the date of this Agreement, and that, except with the written consent of Fidelity and Park, no unusual or novel methods of management or operation of said properties or business will be made or instituted, no cash, property, stock or other dividend declared or paid, and that the officers of AMI shall in good faith carry on its business in such manner as they shall believe to be in the best interests of AMI, Fidelity and Park;

(Insurance Until Delivery Date)

(10) (e) That until the Date of Delivery, AMI will keep or cause to be kept in effect and undiminished the insurance now in effect upon the various properties and assets of AMI; and

(Change of Capitalization)

(10) (f) AMI agrees to change its capitalization, as heretofore provided.

(Conditions of Merger)

(11) AMI, Fidelity, and Park hereby agree that:

(Date of Delivery)

(11) (a) The Date of Delivery of the Property and assets herein agreed to be transferred by Fidelity and Park to AMI and of the issue and delivery of the shares of Common Stock of AMI to be issued to stockholders of Fidelity and Park pursuant hereto, shall be on the first full business day twenty (20) days following the date of the meeting of the stockholders of AMI or Fidelity

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