

§ 4.02 ACCESS AND INFORMATION. The ERVIN Companies and the ERVIN Joint Ventures shall give to CYANAMID and DEVELOPMENT and their agents and representatives full access to their properties, books, contracts and records and will furnish all such information relating to their businesses and properties as CYANAMID and DEVELOPMENT may reasonably request.

§ 4.03 SUPPLEMENTARY ACTION. If at any time any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of ERVIN, or otherwise to carry out provisions of this Agreement, the proper officers and directors of ERVIN as of the Effective Date of the Merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions of this Agreement.

ARTICLE V

CERTAIN ACTION BY CYANAMID

§ 5.01 INVESTMENT OF CAPITAL. If the Merger is consummated, CYANAMID shall make available to the Surviving Corporation as additional equity capital \$5,500,000 as follows: \$4,500,000 on the Effective Date of the Merger and the balance on March 31, 1971.

§ 5.02 LISTING. As promptly as practicable after the execution and delivery of this Agreement, CYANAMID shall make application for the listing on the New York Stock Exchange of the shares of CYANAMID Common Stock deliverable hereunder and shall use its best efforts to obtain the approval of said Exchange of the listing of said shares upon notice of issuance.

§ 5.03 DEPLETION OF CAPITAL. Until the earlier of (a) March 31, 1975, or (b) the date that all of the shares of CYANAMID Common Stock deliverable pursuant to § 2.04 shall have been delivered, CYANAMID shall not, without the consent of the ERVIN Stockholders, cause the Surviving Corporation to declare or pay any dividend or loan or advance funds to, or make any investment in, CYANAMID or any of its affiliates, the consequence of which will be to deplete the working capital of the Surviving Corporation required for the operation of its business.

ARTICLE VI

CONDITIONS PRECEDENT

§ 6.01 EFFECT OF CONDITIONS. The respective obligations of CYANAMID and DEVELOPMENT, on the one hand, and ERVIN, on the other hand, under this Agreement shall be subject to the fulfillment, at or prior to the Effective Date of the Merger, in the case of CYANAMID and DEVELOPMENT, of the conditions set forth in § 6.02, and, in the case of ERVIN, of the conditions set forth in § 6.03. Any one or more of such conditions may be waived in whole or in part by the party whose obligation it conditions. Evidence of the fulfillment of such conditions shall be delivered, prior to the filing of this Agreement in the office of the Secretary of State of Delaware, by each party hereto to the others, at the offices of CYANAMID in Wayne, New Jersey.

§ 6.02 CONDITIONS TO OBLIGATIONS OF CYANAMID AND DEVELOPMENT. (a) Receipt from Messrs. Kennedy, Covington, Lobdell & Hickman, counsel for ERVIN, of a favorable opinion, dated the Effective Date of the Merger, and in form and substance satisfactory to CYANAMID, to the effect (i) as stated in the first sentence of § 3.01(a) and the last sentence of § 3.01(b), (ii) that this Agreement has been duly executed and delivered by ERVIN and constitutes the legal, valid and binding obligation thereof, enforceable against ERVIN in accordance with its terms, (iii) ERVIN has unrestricted corporate authority,