

7. At any time before or after approval of the Plan by the respective members and directors of the Greer YMCA and the directors of the Greenville YMCA, the Plan may be amended or revised in matters of form, as may be determined in the judgment of the officers or the Boards of Directors of the Greer YMCA and the Greenville YMCA to be necessary, desirable or expedient to clarify the intent of the parties hereto or to effect or facilitate the filing, recording or official approval of the Articles of Merger pursuant to the Plan and the consummation of the transactions contemplated hereby in accordance with the purposes and intent of the Plan.

8. Notwithstanding the provisions hereof, the Plan may be terminated, and the Merger hereby provided for may be abandoned at any time before the effective date of the Merger:

(a) By mutual consent of the Boards of Directors of the Greer YMCA and the Greenville YMCA.

(b) By the Board of Directors of either the Greer YMCA or the Greenville YMCA if:

(i) The Merger shall not have been effected on or before December 31, 1980, or

(ii) Any litigation, governmental proceeding or investigation against or involving the Greer YMCA or the Greenville YMCA or their respective branches arising out of, relating to, or based upon, or to restrain the Merger shall have been instituted or threatened.

In the event of termination of the Plan and abandonment of the Merger hereby provided for by the Board of Directors of the Greer YMCA or the Greenville YMCA pursuant to the terms hereof, written notice thereof forthwith shall be given by such YMCA to the other, and thereupon the Plan shall be void and of no effect, without liability on the part of the parties hereto or their respective directors and officers.

9. On the Effective Date of the Merger, the separate existence of the Greer YMCA shall cease and it shall merge into the Greenville YMCA which shall be the Surviving Corporation, in accordance with the provisions of the Plan, and the Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under Chapter 31 of the South Carolina Code relating to non-profit corporations generally. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Constituent Corporation; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the respective YMCAs, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the respective YMCAs; and any claim existing or action or proceeding pending by or against either of the respective YMCAs may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither of the rights of creditors nor any liens upon the property of either of the respective YMCAs shall be impaired by the Merger.

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