

(Care of Assets and Property)

(9) (f) That until the Date of Delivery hereinafter mentioned, the assets, property, and rights now owned by it, 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 AMI, 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 its officers shall in good faith carry on its business in such manner as they shall believe to be in the best interest of Fidelity, Park and AMI; and

(Insurance and Delivery Date)

(9) (g) That until the Date of Delivery, it will keep or cause to be kept in effect and maintained the insurance now in effect upon the various properties and assets of Fidelity, Park and AMI.

(Covenants of AMI)

(10) AMI hereby covenants and agrees as follows:

(Delivery of Stock)

(10) (a) On the Date of Delivery hereinafter mentioned, to deliver for Fidelity and Park stockholders at the office of AMI, a sufficient number of shares of Capital Stock of AMI, full paid and non-assessable, for distribution in accordance with the terms hereof;

(Assumption of Liabilities)

(10) (b) To assume and pay all liabilities of Fidelity and/or Park arising prior to the Date of Delivery, including, without any way limiting the generality of the foregoing, all income, franchise, sales and other tax liabilities incurred for all taxable periods to the date of delivery, but expressly excluding any amounts due to stockholders of Fidelity and/or Park under ap-
praisal statutes; to assume the performance of all contractual and other obligations of Fidelity and/or Park incurred prior to the Date of Delivery; and to indemnify and hold harmless Fidelity and Park, its officers and directors, with

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