

or Park, whichever is later, referred to herein, or any adjournment thereof, at which the within agreement shall be approved; provided, however, that such Date of Delivery shall, at the request of the President or the Board of Directors of any party hereto be postponed to such other time, not later than the 31st day of December, 1962, as shall be mutually agreeable, but Fidelity and Park hereto agree to do promptly such acts and to take promptly such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements hereto provided to be performed by it;

(Obligations of Fidelity and Park Conditioned)

(1) (b) The obligations of Fidelity and Park under this Agreement are subject to the following conditions:

(Consent of Stockholders)

(1) (b) (i) that the holders of more than one half of the outstanding Capital Stock of Fidelity and Park shall, at the respective stockholders meetings of Fidelity and Park referred to herein, have approved the within Agreement;

(Further Opinions of Counsel)

(1) (b) (ii) that all steps to be taken and all resolutions, papers or documents to be executed and all other legal matters in connection with this Agreement shall be subject to the approval of counsel for Fidelity and Park.

(Obligations of AMI Conditioned)

(1) (c) The obligations of AMI under this Agreement are subject to the following conditions:

(Approval of Stockholders)

(1) (c) (i) that the holders of more than one-half of the outstanding Common Stock of AMI shall at the stockholders' meeting of AMI referred to herein approve the within Agreement;

(Further Opinions of Counsel)

(1) (c) (ii) that all steps to be taken and all resolutions, papers or documents to be executed and all other legal matters in connection with this Agreement shall be subject to the approval of counsel for AMI.

(CONTINUED ON NEXT PAGE)