

Merger Agreement.

Agreement of merger dated _____[*date*], by and between _____ Corporation, a _____[*state of incorporation*] corporation (sometimes called "ABC"), and _____ Company, a _____[*state of incorporation*] corporation (sometimes called "XYZ"), the two corporations acting by their respective boards of directors and sometimes collectively referred to as the "constituent corporations."

ABC is a corporation organized and existing under the laws of the State of _____, having been incorporated on _____[*date*]. The principal office of the corporation in the State of _____ is located at _____, and its resident agent in charge is _____ upon whom legal process against ABC may be served in the State of _____. The principal place of business of _____ is located at _____.

The authorized capital stock of ABC consists of _____ shares of the par value of Rs._____ per share, of which _____ shares are presently issued, _____ shares are outstanding, _____ shares are held in the treasury of ABC and _____ shares are issuable upon exercise of options granted under the restricted stock option plan of ABC. Section _____ of the _____[*state*] general corporation law confers upon ABC the power to merge with a _____ corporation, and section _____ of the law confers upon ABC the right to issue its own shares in exchange for shares of any corporation to be merged into ABC.

XYZ is a corporation organized and existing under the laws of the State of _____, having been incorporated on _____[*date*]. The principal office of the corporation in the State of _____ is located at _____, and its resident agent in charge is _____, upon whom legal process against XYZ may be served in the State of _____. The principal place of business of XYZ is located at _____.

The authorized capital stock of XYZ consists of (a) _____ shares of second cumulative preferred stock, par value Rs._____ per share, none of which is presently

issued and outstanding, and (b) _____ shares of common stock, par value Rs._____ per share, of which _____ shares are presently issued, _____ shares are outstanding, _____ shares are held in the treasury of XYZ and _____ shares are reserved for future issuance under present commitments. Section _____ of the _____[state] general corporation law confers upon XYZ the power to merge with another _____ corporation; and under section _____ of law the resulting corporation, upon the filing and recording of the agreement of merger between XYZ and the resulting corporation, possesses all the powers and property formerly possessed by XYZ.

The respective boards of directors of ABC and XYZ deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to section _____ of the _____[state] general corporation law.

1. Amendment:

This Agreement may be amended or modified only by a written agreement, duly signed by both the Lender and the Borrower.

2. Notices:

Any notice or communication under this Loan must be in writing and sent via In-Person Delivery only.

3. No Waiver:

Borrower shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Borrower of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

4. Severability:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

5. Assignment:

Lender shall not assign this Agreement, in whole or in part, without the written consent of Borrower. Borrower may assign all or any portion of this Agreement with written notice to Lender.

6. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

7. Disputes:

Any dispute arising from this Agreement shall be resolved in the courts of the State of _____.

8. Entire Agreement:

This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Name of Company

ABC

Name of Company

XYZ