

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94) **TRADEMARKS ONLY** 7528 7532 7533 7539

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Mississippi Valley Bancshares, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Missouri  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Marshall & Hsley Corporation

Internal Address: \_\_\_\_\_  
Street Address: 770 North Water Street  
City: Milwaukee State: WI Zip: 53202

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State of Wisconsin  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: September 26, 2002

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2519114	2519113
2389620	2389619

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Michele L. Dietz  
Reinhart Boerner Van Deuren s.c.  
Internal Address: Suite 2100

Street Address: 1000 North Water Street  
City: Milwaukee State: WI Zip: 53202

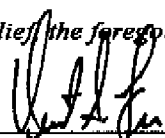
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$115.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:  
18-0882  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kent A. Lee  March 19, 2003  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [12]  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

ARTICLES OF MERGER  
 OF  
 MISSISSIPPI VALLEY BANCSHARES, INC.  
 (a Missouri corporation)  
 WITH AND INTO  
 MARSHALL & HUSLEY CORPORATION  
 (a Wisconsin corporation)

02 OCT - 1 AM 9:34

The undersigned officer of Marshall & Husley Corporation, a corporation organized under the laws of the State of Wisconsin, pursuant to Sections 180.1105 and 180.1107 of the Wisconsin Statutes, hereby certifies as follows:

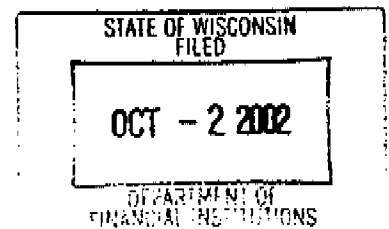
1. The Plan of Merger by and between Marshall & Husley Corporation, a Wisconsin corporation (the "Company"), and Mississippi Valley Bancshares, Inc., a Missouri corporation (the "Seller"), is attached hereto as Exhibit A and made a part hereof.

2. Said Plan of Merger was adopted and approved by the Board of Directors of the Company as of June 17, 2002 in accordance with Section 180.1103 of the Wisconsin Statutes.

3. Said Plan of Merger was adopted and approved in accordance with Chapter 351.410 of The General and Business Corporation Law of Missouri.

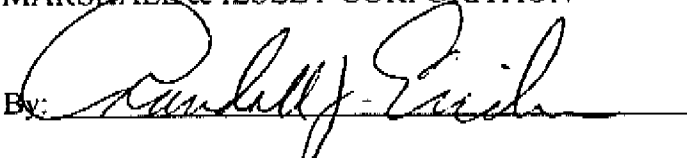
4. These Articles of Merger shall be effective at 12:01 a.m. on October 1, 2002.

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IN WITNESS WHEREOF, Marshall & Ilsley Corporation has caused these Articles of Merger to be executed on this 26<sup>th</sup> day of September, 2002.

MARSHALL & ILSLEY CORPORATION

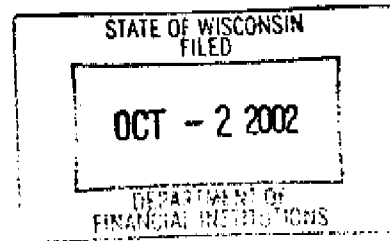
By: 

Name: Randall J. Erickson

Title: Senior Vice President, General Counsel and Secretary

This instrument was drafted by:

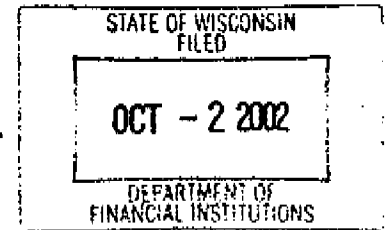
C.J. Wauters  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202



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**EXHIBIT A**

**PLAN OF MERGER**  
**Merging**  
**MISSISSIPPI VALLEY BANCSHARES, INC.**  
**(a Missouri corporation)**  
**with and into**  
**MARSHALL & ILSLEY CORPORATION**  
**(a Wisconsin corporation)**

**Background**

Marshall & Ilsley Corporation, a Wisconsin corporation (the "Company"), and Mississippi Valley Bancshares, Inc., a Missouri corporation (the "Seller"), are parties to an Agreement and Plan of Merger dated as of June 17, 2002 (the "Merger Agreement"), providing for the merger of the Seller with and into the Company (the "Merger") upon the terms and conditions set forth in this Plan of Merger and pursuant to The General and Business Corporation Law of Missouri (the "GBCLM") and the Wisconsin Business Corporation Law (the "WBCL"). The Company and the Seller are sometimes hereinafter together referred to as the "Constituent Corporations." Terms used herein that are not defined herein shall have the meanings ascribed thereto in the Merger Agreement.

**Terms and Conditions**

1. Merger. The Constituent Corporations shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

1.1 The Merger. Upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the GBCLM, the WBCL and this Plan of Merger, at the Effective Time (as defined in Section 1.2) Seller shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Seller shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 The Closing; Effective Time.

(a) The closing of the Merger and the transactions contemplated hereby (the "Closing") shall be held at such time, date and location as may be mutually agreed by the parties. In the absence of such agreement, the Closing shall be held at the offices of Godfrey & Kahn, S.C., 780 North Water Street, Milwaukee, Wisconsin, commencing at 9:00 a.m. on a date specified by either party upon 10 business days' written notice (or at the election of the Company on the last business day of the month) after the last to occur of the following events: (a) receipt of all consents and approvals of government regulatory authorities legally required to consummate the Merger and the expiration of all statutory waiting periods; and (b) approval of the Merger Agreement and the Merger by the Seller's shareholders. Scheduling or commencing

the Closing shall not constitute a waiver of the conditions set forth in Article VII of the Merger by either the Company or the Seller.

(b) As promptly as practicable after the Closing, the parties hereto shall cause the Merger to be consummated by filing articles of merger or summary articles of merger (the "Articles of Merger") and any other required documents with the Secretary of State of the State of Missouri (the "Missouri Secretary of State") and the Department of Financial Institutions of the State of Wisconsin (the "DFI"), in such form as required by, and executed in accordance with the relevant provisions of, the GBCLM and the WBCL (the date and time of such filing is referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the the Merger Agreement and the applicable provisions of the GBCLM and the WBCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of the Company and the Seller shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Seller shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation; By-Laws. At the Effective Time, the Articles of Incorporation, as amended, of the Company (the "Company Articles") and the By-Laws, as amended, of the Company (the "Company By-Laws"), as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation.

1.5 Directors and Officers. At the Effective Time, the directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation and to be assigned to the class previously assigned. At the Effective Time, the officers of the Company immediately prior to the Effective Time, shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

1.6 Conversion of Securities; Dissenting Shares.

(a) Subject to Section 1.6(e) regarding fractional shares, at the Effective Time, by virtue of the Merger and without action on the part of the Company or the Seller, each share of the common stock, \$1.00 par value of the Seller ("Seller Common Stock") issued and outstanding immediately prior to the Effective Time, other than shares of Seller Common Stock held in the treasury of Seller or owned by the Company and any Company Subsidiary for its own account and other than Dissenting Shares (as defined in Section 1.6(f)) (such shares of Seller Common Stock being referred to herein as the "Shares"), shall cease to be outstanding and shall be converted into the right to receive, at the election of the holder thereof as provided in Section 1.7, either:

(V) If the Valuation Period Market Value is equal to or greater than \$38.44, the number of shares of Company Common Stock shall be equal to 0.7492.

(ii) "Aggregate Consideration" means an amount equal to the product of the Shares and the Per Share Cash Consideration.

(iii) "Cash Percentage" means an amount equal to the quotient determined by dividing \$26.25 by the Per Share Cash Consideration.

(iv) "Per Share Stock Consideration" means an amount equal to the quotient determined by dividing Per Share Cash Consideration by the Valuation Period Market Value.

(v) "Stock Percentage" means an amount equal to one minus the Cash Percentage.

(vi) "Valuation Period Market Value" means the average of the average daily high and low sale price per share of the Company Common Stock on the NYSE for the five (5) trading days ending on and including the third trading day preceding the Effective Time (as reported in an authoritative source).

(d) Election forms and other appropriate and customary transmittal materials (which shall specify that delivery shall be effected, and risk of loss and title to the certificates theretofore representing Shares ("Certificates")) shall pass, only upon proper delivery of the Certificates to a bank or trust company designated by the Company (the "Exchange Agent") in such form as the Company and Seller shall mutually agree ("Election Forms") shall be mailed 30 days prior to the anticipated Effective Time or on such other earlier date as Seller and Company shall mutually agree (the "Mailing Date") to each holder of record of Shares as of five business days prior to the Mailing Date (the "Election Form Record Date").

Each Election Form shall permit the holder (or the beneficial owner through appropriate and customary documentation and instructions) either (i) to elect to receive only Company Common Stock with respect to such holder's Shares ("Stock Election Shares"); (ii) to elect to receive only cash with respect to such holder's Shares ("Cash Election Shares"); (iii) to elect to receive Company Common Stock and cash in the proportion described in subparagraph (a) below with respect to such holder's Shares ("Mixed Election Shares"); or (iv) to indicate that such holder makes no election ("No Election Shares"). No Election Shares shall be deemed to be Stock Election Shares.

Any Shares with respect to which the holder (or the beneficial owner, as the case may be) shall not have submitted to the Exchange Agent an effective, properly completed Election Form on or before 5:00 p.m., New York City time, on the 27th day following the Mailing Date (or such other time and date as Company and Seller may mutually agree) (the "Election Deadline") shall also be deemed to be "No Election Shares."

- (i) that number of shares of Company Common Stock which is equal to the Per Share Stock Consideration; or
- (ii) cash in an amount equal to the Per Share Cash Consideration; or
- (iii) \$26.25 in cash and that number of shares of Company Common Stock which is equal to the product of the Per Share Stock Consideration and the Stock Percentage;

provided, however, that, the aggregate amount of cash that shall be paid in the Merger (subject to rounding) shall be equal to the product of (x) \$26.25 and (y) the number of Shares (the "Cash Amount") and the aggregate number of shares of Company Common Stock (subject to rounding) that shall be issued in the Merger shall be equal to the quotient determined by dividing (i) the Aggregate Consideration minus the Cash Amount by (ii) the Valuation Period Market Value (the "Stock Amount").

(b) Each share of Seller Common Stock held by the Seller as treasury stock and each such share held by the Company or any Company Subsidiary immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof as otherwise provided in this Section 1.6.

(c) For purposes of this Agreement, all share exchange figures and the Valuation Period Market Values reflect the Company's stock dividend effective with the beginning of trading on the New York Stock Exchange (the "NYSE") on June 17, 2002 and the following definitions shall apply:

(i) "Per Share Cash Consideration" means the sum of \$26.25 and an amount equal to the product of (A) the Valuation Period Market Value and (B) a number of shares of Company Common Stock (rounded to the nearest ten thousandth of a share) determined as follows:

(I) If the Valuation Period Market Value is less than \$23.44, the number of shares of Company Common Stock shall be equal to 1.0116;

(II) If the Valuation Period Market Value is equal to or greater than \$23.44 but less than \$27.94, the number of shares of Company Common Stock shall be equal to the quotient determined by dividing \$23.71 by the Valuation Period Market Value;

(III) If the Valuation Period Market Value is equal to or greater than \$27.94 but less than \$33.94, the number of shares of Company Common Stock shall be equal to 0.8486;

(IV) If the Valuation Period Market Value is equal to or greater than \$33.94 but less than \$38.44, the number of shares of Company Common Stock shall be equal to the quotient determined by dividing \$28.80 by the Valuation Period Market Value; and

The Company shall make available Election Forms to all persons who become holders (or beneficial owners) of Shares between the Election Form Record Date and the close of business on the business day prior to the Election Deadline, and Seller shall provide to the Exchange Agent all information reasonably necessary for it to perform as specified herein.

Any such election shall have been properly made only if the Exchange Agent shall have actually received a properly completed Election Form by the Election Deadline. An Election Form shall be deemed properly completed only if accompanied by one or more Certificates (or customary affidavits and indemnification regarding the loss or destruction of such Certificates or the guaranteed delivery of such Certificates) representing all Shares covered by such Election Form, together with duly executed transmittal materials included in the Election Form. Any Election Form may be revoked or changed by the person submitting such Election Form at or prior to the Election Deadline. In the event an Election Form is revoked prior to the Election Deadline, the Shares represented by such Election Form shall become No Election Shares and the Company shall cause the Certificates to be promptly returned without charge to the person submitting the Election Form upon written request to that effect from the person who submitted the Election Form. Subject to the terms of the Merger Agreement and of the Election Form, the Exchange Agent shall have reasonable discretion to determine whether any election, revocation or change has been properly or timely made and to disregard immaterial defects in the Election Forms, and any good faith decisions of the Exchange Agent regarding such matters shall be binding and conclusive. Neither the Company nor the Exchange Agent shall be under any obligation to notify any person of any defect in an Election Form.

Within three business days after the Election Deadline, unless the Effective Time has not yet occurred, in which case as soon thereafter as practicable, the Company shall cause the Exchange Agent to effect the allocation among the holders of Shares of rights to receive Company Common Stock or cash in the Merger in accordance with the Election Forms as follows:

(i) Each of the Mixed Election Shares shall be converted into a right to receive a number of shares of Company Common Stock equal to the Per Share Stock Consideration multiplied by the Stock Percentage and \$26.25 in cash.

(ii) If the number of shares of Company Common Stock that would be issued upon conversion in the Merger of the Stock Election Shares and the Mixed Election Shares is less than the Stock Amount, then: (i) each of the Stock Election Shares and No Election Shares shall be converted into the right to receive a number of shares of Company Common Stock equal to the Per Share Stock Consideration, (ii) each of the Cash Election Shares will be converted into the right to receive a number of shares of Company Common Stock equal to the quotient of (m) the Stock Amount less the shares of Company Common Stock allocated pursuant to subparagraphs (a) and (b)(i) above divided by (n) the number of Cash Election Shares, plus cash in an amount equal to the quotient of (x) the Cash Amount less the cash allocated pursuant to (a) above divided by (y) the number of Cash Election Shares.



(iii) If the number of shares of Company Common Stock that would be issued upon the conversion in the Merger of the Stock Election Shares and the Mixed Election Shares is greater than the Stock Amount, then: (i) each of the Cash Election Shares shall be converted into the right to receive cash equal to the Per Share Cash Consideration, (ii) each of the Stock Election Shares will be converted into the right to receive a number of shares of Company Common Stock equal to the quotient of (m) the Stock Amount less the shares of Company Common Stock allocated pursuant to (a) above divided by (n) the number of Stock Election Shares, plus an amount of cash equal to the quotient of (x) the Cash Amount less the amount of cash allocated pursuant to (a) and (c)(i) above divided by (y) the number of Stock Election Shares.

(e) No fractional shares of Company Common Stock shall be issued in the Merger. In lieu of a fractional share of Company Common Stock, the holder of any Shares who would otherwise be entitled to receive such fractional share shall be entitled to receive cash, without interest, in an amount determined by multiplying the Valuation Period Market Value by the fraction of a share of Company Common Stock to which the holder would otherwise have been entitled. As promptly as practicable after the determination of the amount of cash, if any, to be paid to holders of fractional share interests, the Exchange Agent shall so notify the Company, and the Company shall deposit that amount with the Exchange Agent and shall cause the Exchange Agent to forward payments to the holders of fractional share interests, subject to and in accordance with the terms of this Section 1.6.

(f) Notwithstanding anything in this Plan of Merger to the contrary, shares of Seller Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by shareholders who have validly exercised dissenter's rights available under Section 351.455 of the GBCLM (the "Dissenting Shares") shall not be converted into or be exchangeable for the right to receive the Per Share Cash Consideration and/or Per Share Stock Consideration in accordance with this Section 1.6, unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost their dissenter's rights under the GBCLM. Dissenting Shares shall be treated in accordance with Section 351.455 of the GBCLM, if and to the extent applicable. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such right to dissent, such holder's shares of Seller Common Stock shall thereupon be converted into and become exchangeable only for the right to receive, as of the Effective Time, the Per Share Cash Consideration and/or Per Share Stock Consideration in accordance with this Section 1.6. Seller shall give the Company (a) prompt notice of each and every notice of a shareholder's intent to demand payment for the shareholder's shares of Seller Common Stock, attempted withdrawals of such demands, and any other instruments served pursuant to the GBCLM and received by the Seller relating to rights to be paid the "fair value" of Dissenting Shares, as provided in Section 351.455 of the GBCLM and (b) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the GBCLM. Seller shall not, except with the prior written consent of the Company, voluntarily make any payment with respect to, offer to settle or settle, or approve any withdrawal of any demands for "fair value" under Section 351.455 of the GBCLM.

(g) If either the tax opinion referred to in Section 7.2(e) of the Merger Agreement or the tax opinion referred to in Section 7.3(d) of the Merger Agreement cannot be rendered because the counsel charged with providing such opinion reasonably determines that the Merger may not satisfy the continuity of interest requirements under applicable federal income tax principles relating to reorganizations under Section 368(a) of the Code, then the Company shall reduce the Cash Amount and correspondingly increase the Stock Amount to the minimum extent necessary to enable the relevant tax opinions to be rendered.

#### 1.7 Exchange of Certificates.

(a) Exchange Agent. The Company shall deposit, or shall cause to be deposited, from time to time, with the Exchange Agent, for the benefit of the holders of Shares, for exchange in accordance with this Section 1, through the Exchange Agent, the Per Share Cash Consideration and/or Per Share Stock Consideration, together with any dividends or distributions with respect thereto, if any, to be issued in exchange for Shares pursuant to this Section 1 (the "Exchange Fund") issuable pursuant to Section 1.6 in exchange for outstanding Shares. Such deposits shall be made after the Effective Time as requested by the Exchange Agent in order for the Exchange Agent to promptly deliver the Per Share Cash Consideration and/or Per Share Stock Consideration.

(b) Exchange Procedures. As soon as reasonably practicable after the Effective Time, the Exchange Agent shall mail to each holder of record of a Certificate whose Shares were converted into the right to receive the Per Share Cash Consideration and/or Per Share Stock Consideration pursuant to Section 1.6, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as the Company may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Cash Consideration and/or Per Share Stock Consideration. Upon surrender of a Certificate for cancellation to the Exchange Agent together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Per Share Cash Consideration and/or Per Share Stock Consideration and any unpaid dividends and distributions thereon as provided in this Section 1, which such holder has the right to receive in respect of the Certificate surrendered pursuant to the provisions of this Section 1 (after taking into account all Shares then held by such holder), and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of Shares which is not registered in the transfer records of the Seller, a transferee may exchange the Certificate representing such Shares for the Per Share Cash Consideration and/or Per Share Stock Consideration and any unpaid dividends and distributions thereon as provided in this Section 1 if the Certificate representing such Shares is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have been paid. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and the posting by such person of a bond in such amount as the Company may direct as indemnity against any claim that may be made against it or the Exchange Agent with respect to such Certificate, the Exchange Agent will issue in exchange

for such lost, stolen or destroyed Certificate the Per Share Cash Consideration and/or Per Share Stock Consideration and any unpaid dividends and distributions thereon as provided in this Section 1, which such holder would have had the right to receive in respect of such lost, stolen or destroyed Certificate. Until surrendered as contemplated by this Section 1.7, each Certificate (other than Certificates representing Shares owned by the Company or any Company Subsidiary, and Certificates representing Dissenting Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Per Share Cash Consideration and/or Per Share Stock Consideration and any unpaid dividends and distributions thereon as provided in this Section 1.

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions declared or made after the Effective Time with respect to Company Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Company Common Stock represented thereby, and no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to Section 1.6(b), until the holder of such Certificate shall surrender such Certificate. Subject to the effect of applicable laws, following surrender of any such Certificate, there shall be paid to the holder of the certificates representing whole shares of Company Common Stock issued in exchange therefor, without interest, (i) promptly, the amount of any cash payable with respect to a fractional share of Company Common Stock to which such holder is entitled pursuant to Section 1.6(b) and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Company Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such whole shares of Company Common Stock.

(d) No Further Rights in the Shares. The Per Share Cash Consideration and/or Per Share Stock Consideration issued and paid upon conversion of the Shares in accordance with the terms hereof shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such Shares.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the former shareholders of Seller for six (6) months after the Effective Time shall be delivered to the Company, upon demand, and any former shareholders of Seller who have not theretofore complied with this Section 1 shall thereafter look only to the Company to claim the Per Share Cash Consideration and/or Per Share Stock Consideration, any cash in lieu of fractional shares of Company Common Stock and any dividends or distributions with respect to Company Common Stock, in each case without interest thereon, and subject to Section 1.7(g).

(f) No Liability. Neither the Company nor the Seller shall be liable to any former holder of Shares for any such Shares (or dividends or distributions with respect thereto) or cash or other payment delivered to a public official pursuant to any abandoned property, escheat or similar laws.

(g) Withholding Rights. The Company shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Plan of Merger to any former holder of

Shares such amounts as the Company is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Company, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the former holder of the Shares in respect of which such deduction and withholding was made by the Company.

1.8 Stock Transfer Books. At the Effective Time, the stock transfer books of Seller shall be closed and there shall be no further registration of transfers of shares of Seller Common Stock thereafter on the records of Seller. From and after the Effective Time, the holders of certificates evidencing ownership of shares of Seller Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares except as otherwise provided herein or by law. On or after the Effective Time, any Certificates presented to the Exchange Agent or the Company for any reason shall be converted into the Per Share Cash Consideration and/or Per Share Stock Consideration in accordance with this Section 1, subject to applicable law in the case of Dissenting Shares.

1.9 Adjustments for Dilution and Other Matters. If prior to the Effective Time, (i) Seller shall declare a stock dividend or distribution upon or subdivide, split up, reclassify or combine the Seller Common Stock, or declare a dividend or make a distribution on the Seller Common Stock in any security convertible into Seller Common Stock, or (ii) Company shall declare a stock dividend or distribution upon or subdivide, split up, reclassify or combine the Company Common Stock or declare a dividend or make a distribution on the Company Common Stock in any security convertible into Company Common Stock, appropriate adjustment or adjustments will be made to the Per Share Stock Consideration.

1.10 Company Common Stock. The shares of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and at the Effective Time, such shares shall remain issued and outstanding.

2. Termination. This Plan of Merger may be terminated at any time on or before the Effective Time by agreement of the Boards of Directors of the Constituent Corporations. This Plan of Merger shall be automatically terminated if the Merger Agreement is terminated in accordance with the terms thereof.

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