

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	04/19/2007		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MapInfo Corporation		04/19/2007	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PB MapInfo Corporation		
<b>Street Address:</b>	One Global View		
<b>City:</b>	Troy		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12180		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1755031	MAPBASIC	
<b>Registration Number:</b>	2009121	MAPMARKER	
<b>Registration Number:</b>	2532200	PSAP PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023909005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4023909500		
<b>Email:</b>	ip@koleyjessen.com		
<b>Correspondent Name:</b>	Roberta L. Christensen		
<b>Address Line 1:</b>	1125 S 103rd Street		
<b>Address Line 2:</b>	One Pacific Place, Suite 800		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68124		
<b>ATTORNEY DOCKET NUMBER:</b>	22614-7 (MapInfo-PB Map)		
<b>NAME OF SUBMITTER:</b>	Roberta L. Christensen		
<b>SIGNATURE:</b>	/rlc/		
<b>DATE SIGNED:</b>	01/07/2022		
<b>Total Attachments: 15</b>			

OP \$90.00 1755031

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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MAGELLAN ACQUISITION CORP.", A DELAWARE CORPORATION,  
WITH AND INTO "MAPINFO CORPORATION" UNDER THE NAME OF "PB MAPINFO CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE NINETEENTH DAY OF APRIL, A.D. 2007, AT 12:30 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

2771252 8100M  
SR# 20220053287

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202336402  
Date: 01-06-22

**TRADEMARK**  
**REEL: 007552 FRAME: 0942**

**CERTIFICATE OF OWNERSHIP AND MERGER**

**OF**

**MAGELLAN ACQUISITION CORP.  
(a Delaware corporation)**

**INTO**

**MAPINFO CORPORATION  
(a Delaware corporation)**

**Pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL")**

It is hereby certified that:

**FIRST:** Magellan Acquisition Corp. (the "Company") is a business corporation of the State of Delaware.

**SECOND:** The Company is the owner of at least 90% of the outstanding shares of capital stock of MapInfo Corporation ("MapInfo"), which is also a business corporation of the State of Delaware.

**THIRD:** On April 19, 2007, the Board of Directors of the Company, by unanimous written consent pursuant to Section 141(f) of the DGCL, adopted the resolutions attached hereto as Exhibit A to approve the merger of the Company with and into MapInfo (the "Merger").

**FOURTH:** The Merger has been approved by the sole stockholder of the Company pursuant to Section 228 of the DGCL.

**FIFTH:** The name of the Delaware corporation surviving the Merger shall be changed to PB MapInfo Corporation (the "Surviving Corporation"). The certificate of incorporation of MapInfo shall be amended in the Merger to read in its entirety as set forth on the attachment annexed hereto as Exhibit B, and as so amended shall be the certificate of incorporation of the Surviving Corporation from and after the Effective Time (as defined below).

**SIXTH:** The merger shall become effective upon the filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware (the "Effective Time").

\* \* \* \* \*

*State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:30 PM 04/19/2007  
FILED 12:30 PM 04/19/2007  
SRV 070453170 - 2771252 FILE*

**TRADEMARK  
REEL: 007552 FRAME: 0943**

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Ownership and Merger on the 19<sup>th</sup> day of April, 2007.

**MAGELLAN ACQUISITION CORP.**

By: /s/ Leslie Abi-Karam  
Name: Leslie Abi-Karam  
Title: EVP and President - DMT

**EXHIBIT A**

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF  
MAGELLAN ACQUISITION CORP., APPROVING THE MERGER AND SETTING  
FORTH ITS TERMS AND CONDITIONS**

(See attached)

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
MAGELLAN ACQUISITION CORP.**

**April 19, 2007**

The undersigned, being all of the directors of Magellan Acquisition Corp., a Delaware corporation (the "Company"), do hereby severally adopt and consent to the following resolutions pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (the "DGCL") and direct the Secretary of the Corporation to make this instrument a part of the records of the Corporation:

**WHEREAS**, the Company is the owner of at least 90% of the outstanding shares of common stock (the "MapInfo Common Stock"), par value \$0.002 per share, of MapInfo Corporation, a Delaware Corporation ("MapInfo"); and

**WHEREAS**, the Board of Directors of the Company has been provided with a form of Certificate of Ownership and Merger and certain other agreements and documents (collectively, the "Merger Documents") to accomplish the merger (the "Merger") of the Company with and into MapInfo pursuant to Section 253 of the DGCL, including the Agreement and Plan of Merger dated March 14, 2007 among the Company, Pitney Bowes Inc., a Delaware corporation ("Pitney Bowes") and MapInfo, providing for, among other things, a tender offer by the Company for all of the issued and outstanding MapInfo Common Stock at a price of \$20.25 per share in cash (the "Share Consideration") and the subsequent Merger of the Company with and into MapInfo, with MapInfo continuing as the surviving corporation (the "Surviving Corporation") of such Merger; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Merger and the transactions contemplated under the Merger Documents are hereby adopted, confirmed and ratified in all respects; and be it further

**RESOLVED**, that the forms, terms and provisions of the Merger Documents are hereby adopted, confirmed and ratified in all respects; and be it further

**RESOLVED**, that the Merger shall become effective at the time (the "Effective Time") of the filing of a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware in accordance with the requirements of the DGCL; and be it further

**RESOLVED**, that the Merger shall have the effects set forth in Section 259 of the DGCL; and be it further

**RESOLVED**, that from and after the Effective Time, the name of the Surviving Corporation shall be changed to "PB MapInfo Corporation" and the Surviving Corporation shall continue to be governed by the DGCL; and be it further

**RESOLVED**, that pursuant to the Merger, the certificate of incorporation of the Company shall be amended in the Merger to read in its entirety as set forth in the form provided to the Board of Directors of the Company, and as so amended shall be the certificate of incorporation of the Surviving Corporation from and after the Effective Time; and be it further

**RESOLVED**, that pursuant to the Merger, 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 certificate of incorporation and bylaws of the Surviving Corporation;

**RESOLVED**, that by virtue of the Merger (i) each share of common stock of the Company issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of common stock, \$0.002 par value per share, of the Surviving Corporation, (ii) all shares of MapInfo Common Stock owned by MapInfo as treasury stock, any wholly owned subsidiary of MapInfo, Pitney Bowes, the Company or any other wholly owned subsidiary of Pitney Bowes immediately prior to the Effective Time shall be cancelled and shall cease to exist and no stock of Pitney Bowes or other consideration shall be delivered in exchange therefore, and (iii) each share of MapInfo Common Stock (other than shares (a) to be cancelled in accordance with clause (ii) of this resolution and (b) shares held by a person who has not voted in favor of the Merger or consented thereto in writing and who has made a proper demand for appraisal of such shares of MapInfo Common Stock in accordance with the DGCL (a "Dissenting Shareholder")) shall be automatically converted into the right to receive the Share Consideration per share. As of the Effective Time, all such shares of MapInfo Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate representing any such shares of MapInfo Common Stock shall cease to have any rights with respect thereto, except the right to receive the Share Consideration therefor upon the surrender of such certificate. As of the Effective Time, MapInfo Common Stock held by Dissenting Shareholders shall not be converted into or represent the right to receive Share Consideration but such Dissenting Shareholders shall be entitled to only such rights as are granted by Section 262 of the DGCL.

**RESOLVED**, that the officers of the Company are, and each of them with the full authority to act without the others hereby is, authorized to execute and deliver such other and further documents and to take such other actions, and to pay such fees, expenses and charges, as such officer may deem appropriate in order to effect the intent and accomplish the purpose of the foregoing resolutions and the transactions contemplated thereby, such determination to be conclusively evidenced by such execution and delivery or the taking of such action.

**RESOLVED**, that any act or acts of the Company and its officers or directors or any person or persons designated and authorized to act by an officer of the Company, which act or acts would have been authorized by the foregoing resolutions except that



such act or acts were taken prior to the adoption of such resolutions, be, and they hereby are, ratified, confirmed, authorized, approved and adopted in all respects and for all purposes as acts in the name and on behalf of the Company.

This written consent may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

[REMAINDER INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the date first written above.

/s/ Leslie Abi-Karam  
Leslie Abi-Karam

/s/ Steven J. Green  
Steven J. Green

/s/ Bruce P. Nolop  
Bruce P. Nolop

**EXHIBIT B**

**CERTIFICATE OF INCORPORATION**

(See attached)

CERTIFICATE OF INCORPORATION  
OF  
PB MapInfo Corporation

**FIRST:** The name of the corporation is: PB MapInfo Corporation.

**SECOND:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**FOURTH:** Total number of shares of stock which the corporation shall have authority to issue is one hundred (100) and the par value of each share is Two-Tenths of One Cent (\$0.002) amounting in the aggregate to Twenty Cents (\$0.20).

**FIFTH:** The name and mailing address of the incorporator is as follows:

<u>NAME</u>	<u>MAILING ADDRESS</u>
Miriam M. Netter, Esq.	MapInfo Corporation One Global View Troy, NY 12180

**SIXTH:** The Board of Directors is authorized to make, alter or repeal the by-laws of the corporation. Elections of directors need not be by written ballot.

**SEVENTH:** Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

**EIGHTH:** 1. Action, Suits and Proceedings Other than by or in the Right of the Corporation.  
The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the corporation, or is or was serving, or has agreed to serve, at the

request of the corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) judgment, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section 6 below, the corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the corporation.

2. Actions or Suits by or in the Right of the Corporation. The corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the corporation, or is or was serving, or has agreed to serve, at the request of the corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of Delaware shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware shall deem proper.
3. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he or she shall be indemnified against all expenses (including

attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnitee, (ii) an adjudication that the Indemnitee was liable to the corporation, (iii) a plea of guilty or nolo contendere by the Indemnitee, (iv) an adjudication that the Indemnitee did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnitee had reasonable cause to believe his or her conduct was unlawful, the Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

4. Notification and Defense of Claim. As a condition precedent to his or her right to be indemnified, the Indemnitee must notify the corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him or her for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the corporation is so notified, the corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee. After notice from the corporation to the Indemnitee of its election so to assume such defense, the corporation shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such claim, other than as provided below in this Section 4. The Indemnitee shall have the right to employ his or her own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the corporation, (ii) counsel to the Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the corporation and the Indemnitee in the conduct of the defense of such action or (iii) the corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be at the expense of the corporation, except as otherwise expressly provided by this Article. The corporation shall not be entitled, without the consent of the Indemnitee, to assume the defense of any claim brought by or in the right of the corporation or as to which counsel for the Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above.
5. Advance of Expenses. Subject to the provisions of Section 6 below, in the event that the corporation does not assume the defense pursuant to Section 4 of this Article of any action, suit, proceeding or investigation of which the corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the corporation in advance of the final disposition of such matter; provided, however, that the payment of such expense incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the

event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the corporation as authorized in this Article. Such undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment.

6. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article, the Indemnitee shall submit to the corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the corporation of the written request of the Indemnitee, unless with respect to requests under Section 1, 2 or 5 the corporation determines, by clear and convincing evidence, within such 60-day period that the Indemnitee did not meet the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance by (a) a majority vote of the directors of the corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), even though less than a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may be regular legal counsel to the corporation), or (d) a court of competent jurisdiction.
7. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Section 6. Unless otherwise provided by law, the burden of proving that the Indemnitee is not entitled to indemnification or advanced of expenses under this Article shall be on the corporation. Neither the failure of the corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the corporation pursuant to Section 6 that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct. The Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the corporation.
8. Subsequent Amendment or Legislation. No amendment, termination or repeal of this Article or of the relevant provisions of the General Corporation Law of Delaware or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal. If the General Corporation

Law of Delaware is amended after adoption of this Article to expand further the indemnification permitted to Indemnitees, then the corporation shall indemnify such persons to the fullest extent permitted by the General Corporation Law of Delaware, as so amended.

9. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding office for the corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.
10. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with any action, suit, proceeding or investigation and any appeal, therefrom but not, however, for the total amount thereof, the corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled.
11. Insurance. The corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation law of Delaware.
12. Merger or Consolidation. If the corporation is merged into or consolidated with another corporation and the corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.
13. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each



Indemnitee as to any expenses (including attorneys' fees) judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

14. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the General Corporation Law of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

**NINTH:** The corporation is to have perpetual existence.