

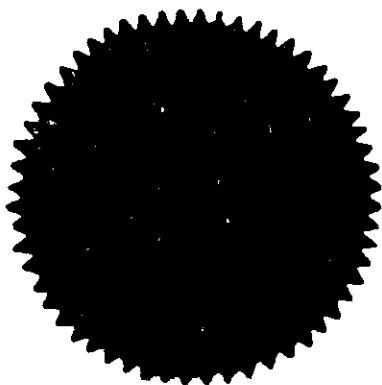
State of Delaware



Office of Secretary of State

I, Elisha C. Dukes, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Agreement of Merger of the "A. I. C. LEASING CORPORATION", with and into the "A. I. C. FINANCIAL CORPORATION", under the name of "A. I. C. FINANCIAL CORPORATION", as received and filed in this office the first day of October, A.D. 1965, at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this first day of October in the year of our Lord sixty-five one thousand nine hundred and



Elisha C. Dukes

Secretary of State

[Signature]

Ass't Secretary of State

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 27th day of September, 1965, pursuant to Section 251 of the General Corporation Law of the State of Delaware, between A.I.C. FINANCIAL CORPORATION, a Delaware corporation and A. I. C. LEASING CORPORATION, a Delaware corporation.

WITNESSETH that:

WHEREAS, the respective Boards of Directors of the constituent corporations deem it advisable that the corporations merge into a single corporation, as hereinafter specified: and

WHEREAS, said A.I.C. FINANCIAL CORPORATION, (originally named Public Finance Corporation of Columbus, Ga. #2) by its certificate of incorporation which was filed in the office of the Secretary of State on March 27, 1961, and recorded in the office of the Recorder of Deeds for the County of New Castle on March 27, 1961; and

WHEREAS, an Agreement of Merger between A.I.C. FINANCIAL CORPORATION and two other corporations, which agreement was filed in the office of the Secretary of State on February 11, 1963 and recorded in the office of the Recorder of Deeds for the County of New Castle on February 11, 1963, increased the capital stock of A.I.C. FINANCIAL CORPORATION so that the corporation presently has an authorized capital stock consisting of one hundred and fifty (150) shares of common stock without nominal or par value, of which all one hundred and fifty (150) shares of such common stock are now issued and outstanding; and

WHEREAS, said A. I. C. LEASING CORPORATION by its certificate of incorporation which was filed in the office of said Secretary of State on June 21, 1962, and recorded in the office of the Recorder of Deeds for the County of New Castle on June 21, 1962, has an authorized capital stock consisting of fifty (50) shares of common stock without nominal or par value, of which capital stock fifty (50) shares are now issued and outstanding; and

WHEREAS, the principal office of said A.I.C. FINANCIAL CORPORATION in the State of Delaware is located at 100 W. Tenth Street in the City of Wilmington, County of New Castle, and the name and address of its resident agent is The Corporation Trust Company, 100 W. Tenth Street, Wilmington 99, Delaware, and the principal office of A. I. C. LEASING CORPORATION in the State of Delaware is located at 100 W. Tenth Street in the City of Wilmington, County of New Castle, and the name and address of its resident agent is The Corporation Trust Company, 100 W. Tenth Street, Wilmington 99, Delaware.

NOW, THEREFORE, the corporations, parties to this agreement, by and between their respective boards of directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

FIRST: A.I.C. FINANCIAL CORPORATION, hereby merges into itself A. I. C. LEASING CORPORATION and said A. I. C. LEASING CORPORATION shall be and hereby is merged into A.I.C. FINANCIAL CORPORATION, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of A.I.C. FINANCIAL CORPORATION, as heretofore amended and as in effect on the date of the merger provided for in this agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: There being but one stockholder, said stockholder owning all the authorized and outstanding shares of both the merged and surviving corporations, the manner of disposing of the shares of the merged corporation shall be as follows;

- (a) The 150 shares of stock of the surviving corporation now authorized and outstanding shall, after the merger, continue to be the total authorized and outstanding shares of stock of the surviving corporation.
- (b) The 50 shares of stock of the merged corporation shall be surrendered to the surviving corporation and thereupon retired and cancelled.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation as they shall exist on the effective date of this agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.
- (c) This merger shall become effective on October 1, 1965.
- (d) The amount of capital stock and paid-in surplus shown on the books of the surviving corporation on the day before the merger shall continue to be the capital stock and paid-in surplus of the surviving corporation after the merger. The capital stock and paid-in surplus of the merged corporation shall be returned to the stockholder in return for the surrendering of the stock of the merged corporation as described in THIRD (b) above.
- (e) Upon the merger becoming effective, all the property, rights, privileges, franchises, licenses, registrations and other assets of every kind and description of the merged corporation, except the capital stock and paid-in surplus which is to be returned to the stockholder as described in (d) above, shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

- (f) The surviving corporation shall be responsible and liable for all the liabilities and obligations of the merged corporation; and any claim existing or action or proceeding pending by or against the merged corporation may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be substituted in its place and neither the rights of creditors nor any liens upon the property of the merged corporation shall be impaired by the merger. The surviving corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the merged corporation.
- (g) The aggregate amount of the net assets of the merged corporation available for the payment of dividends immediately prior to the merger, to the extent that it is not specifically restricted, appropriated, or applied, shall continue to be available for the payment of dividends by the surviving corporation.
- (h) The assets and liabilities of the merged corporation in every case, except for the capital stock and paid-in surplus to be returned to the stockholder as described in FOURTH (d) above, as of the effective date of this agreement shall be taken on the books of the surviving corporation in accordance with paragraph FOURTH (e) above in the amount which they shall be carried on the books of the merged corporation.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors have caused these presents to be executed by a majority of the directors of each party hereto, and the corporate seal affixed.

A.I.C. FINANCIAL CORPORATION

(Corporate Seal)

By /s/ D. L. Barnes, Jr.

A. I. C. FINANCIAL CORPORATION
SEAL

ATTEST:

 /s/ H. W. Hartley
A majority
of the Board of Directors

 /s/ E. R. Tweedie
Assistant Secretary

A. I. C. LEASING CORPORATION

(Corporate Seal)

By /s/ D. L. Barnes, Jr.

A. I. C. LEASING CORPORATION
SEAL

ATTEST:

 /s/ H. W. Hartley
A majority
of the Board of Directors

 /s/ E. R. Tweedie
Assistant Secretary

I, E. R. Tweedie, Assistant Secretary of A.I.C. FINANCIAL CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation by a majority of the directors thereof and having been signed by a majority of the directors of A. I. C. LEASING CORPORATION, a corporation of the State of Delaware was duly adopted pursuant to section 228 of Title 8 of the Delaware Code of 1953, by the unanimous written consent of the stockholders holding 150 shares of the capital stock of the corporation same being all of the shares issued and outstanding, which Agreement of Merger was thereby adopted as the act of the stockholders of said A.I.C. FINANCIAL CORPORATION, and the duly adopted agreement and act of the said corporation.

WITNESS my hand and the seal of said A.I.C. FINANCIAL CORPORATION on this 27th day of September, 1965.

A. I. C. FINANCIAL CORPORATION

SEAL

(Corporate Seal)

/s/ E. R. Tweedie

Assistant Secretary

I, E. R. Tweedie, Assistant Secretary of A. I. C. LEASING CORPORATION, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such assistant secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation by a majority of the directors thereof and having been signed by a majority of the directors of A.I.C. FINANCIAL CORPORATION, a corporation of the State of Delaware was duly adopted pursuant to section 228 of Title 8 of the Delaware Code of 1953, by the unanimous written consent of the stockholders holding 50 shares of the capital stock of the corporation same being all of the shares issued and outstanding, which Agreement of Merger was thereby adopted as the act of the stockholders of said A. I. C. LEASING CORPORATION, and the duly adopted agreement and act of the said corporation.

WITNESS my hand and the seal of said A. I. C. LEASING CORPORATION on this 27th day of September, 1965.

A. I. C. LEASING CORPORATION

SEAL

(Corporate Seal)

/s/ E. R. Tweedie

Assistant Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the board of directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and that fact having been certified on said Agreement of Merger by the Assistant Secretary of each corporate party thereto, the Vice President and Assistant Secretary of each corporate party thereto do now hereby execute the said Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 27th day of September, 1965.

A. I. C. FINANCIAL CORPORATION

(Corporate Seal)

/s/ J. D. McCormick
Vice President

A. I. C. FINANCIAL CORPORATION

ATTEST:

SEAL

/s/ E. R. Tweedie
Assistant Secretary

/s/ E. R. Tweedie
Assistant Secretary

A. I. C. LEASING CORPORATION

(Corporate Seal)

/s/ J. D. McCormick
Vice President

A. I. C. LEASING CORPORATION

ATTEST:

SEAL

/s/ E. R. Tweedie
Assistant Secretary

/s/ E. R. Tweedie
Assistant Secretary

STATE OF MISSOURI)
) SS.:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED that on this 27th day of September, A.D. 1965, personally came before me Louise Morganstern, a Notary Public in and for the county and state aforesaid, J. D. McCormick, Vice President of A.I.C. FINANCIAL CORPORATION, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he the said J. D. McCormick as such Vice President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said A.I.C. FINANCIAL CORPORATION, that the signatures of the said Vice President and the Assistant Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of the said Vice President and Assistant Secretary of said A.I.C. FINANCIAL CORPORATION and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

LOUISE MORGANSTERN
NOTARY PUBLIC
ST. LOUIS COUNTY, MO.

(Notarial Seal)

/s/ Louise Morganstern
Notary Public

My commission expires September 3, 1967

STATE OF MISSOURI)
) SS.:
COUNTY OF ST. LOUIS)

BE IT REMEMBERED that on this 27th day of September, A.D. 1965, personally came before me Louise Morganstern a Notary Public in and for the county and state aforesaid, J. D. McCormick, Vice President of A. I. C. LEASING CORPORATION, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he the said J. D. McCormick as such Vice President duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said A. I. C. LEASING CORPORATION, that the signatures of the said Vice President and the Assistant Secretary of said corporation to said foregoing Agreement of Merger are in the handwriting of the said Vice President and Assistant Secretary of said A. I. C. LEASING CORPORATION and that the seal affixed to said Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

 /s/ Louise Morganstern
Notary Public

My commission expires September 3, 1967

(Notarial Seal)

**LOUISE MORGANSTERN
NOTARY PUBLIC
ST. LOUIS COUNTY, MO.**