



To all to whom these presents shall come, Greeting:

I, Thad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (Six (6) sheets) to be a true copy of

ARTICLES OF MERGER

OF

THE TRYON CORPORATION

INTO

EQUITABLE LEASING CORPORATION

the original of which is now on file and a matter of record in this office.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this 1st day of May in the year of our Lord 19⁶⁷.

Secretary of State



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ARTICLES OF MERGER OF THE TRYON CORPORATION
INTO
EQUITABLE LEASING CORPORATION

THAD BURE
SECRETARY OF STATE
NORTH CAROLINA

Pursuant to Chapter 55 of the General Statutes of North Carolina, THE TRYON CORPORATION is hereby merged into EQUITABLE LEASING CORPORATION as follows:

1.

The name of the surviving corporation is EQUITABLE LEASING CORPORATION.

2.

The Merger Agreement between The Tryon Corporation and Equitable Leasing Corporation dated as of March 17, 1967, and as approved by the Board of Directors of the constituent corporations and by the shareholders of the constituent corporations is attached hereto.

3.

There were issued and outstanding on March 18, 1967, and since that date, 150,000 shares of the \$10.00 par value common stock, being the only class of common stock issued and outstanding, of The Tryon Corporation and 1,375,800 shares of the \$.25 par value common stock, being the only class of stock issued and outstanding, of Equitable Leasing Corporation.

4.

At a duly called meeting held in Newton, North Carolina, on April 10, 1967, at which a quorum was present, 150,000 shares of the \$10.00 par value common stock of The Tryon Corporation were voted in favor of the merger and no shares were voted in opposition to the merger.

5.

At a duly called meeting held in Newton, North Carolina, on April 10, 1967, at which a quorum was present, 1,262,709 shares of the \$.25 par value common stock of Equitable Leasing Corporation were voted in favor of the merger and no shares were voted in opposition to the merger.

6.

All other conditions precedent to the consummation of the merger as set forth in the Merger Agreement have been complied with.

7.

The shareholders of the constituent corporations expressly authorized the filing of the Articles of Merger as approved by them with the Secretary of State of North Carolina at the beginning of business on the 1st day of May, 1967.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 10th day of April, 1967.

THE TRYON CORPORATION

By /s/ Robert P. Caldwell

Robert P. Caldwell, President

Attest /s/ C. Shuford Abernethy, Jr.

C. Shuford Abernethy, Jr., Secretary

(Corporate Seal)

EQUITABLE LEASING CORPORATION

By /s/ Robert G. Hageman

Robert G. Hageman, President

Attest /s/ C. R. Shoemaker

C. R. Shoemaker, Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

This is to certify that on the 10th day of April, 1967, before me, a notary public, personally appeared ROBERT P. CALDWELL, C. SHUFORD ABERNETHY, JR., ROBERT G. HAGEMAN, and C. R. SHOEMAKER, who, I am satisfied are the persons named herein, and who have executed the foregoing Articles of the Merger of The Tryon Corporation into Equitable Leasing Corporation, and I have personally made known to them the contents thereof, and they have each acknowledged that they signed and delivered the same as their voluntary act and deed for the uses and purposes therein stated, and the contents thereof are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 10th day of April, 1967.

/s/ Max J. Sigmon

(Notary Public)

My Commission Expires: 5-29-67

MERGER AGREEMENT

THIS MERGER AGREEMENT, made as of the 17th day of March, 1967, between EQUITABLE LEASING CORPORATION, a North Carolina corporation, (herein sometimes called "Equitable"), and THE TRYON CORPORATION, a North Carolina corporation (herein sometimes called "Tryon") and a majority of the respective Boards of Directors of Equitable and Tryon.

Equitable has authorized capital stock consisting of 1,500,000 shares of \$.25 par value common stock of which 1,375,800 shares are issued and outstanding on March 17, 1967.

Tryon has authorized capital stock consisting of 200,000 shares of \$10.00 par value common stock of which 150,000 shares were issued and outstanding on March 17, 1967.

The respective Boards of Directors of Equitable and Tryon (herein sometimes called the "constituent corporations") have, in each case by the affirmative vote of a majority of the full Board of Directors, authorized the merger of Tryon with and into Equitable, and said merger is authorized by the laws of the State of North Carolina.

In consideration of the premises and the mutual provisions, covenants and agreements herein contained, and other good and valuable consideration paid by each of the constituent corporations to the other, the receipt of which is hereby acknowledged, and for the purpose of prescribing the terms and conditions of said merger, the mode of carrying the same into effect, the matter of converting the shares of Tryon into shares of Equitable and such other details and provisions as are deemed necessary to accomplish said merger, the parties hereto have agreed and do agree hereby as follows:

1. The Merger

1.1 In accordance with the North Carolina Business Corporation Act as amended (General Statutes of North Carolina, Chapter 55 which is hereinafter called the "Business Corporation Act") Tryon shall, on the effective date hereof as hereinafter provided, be merged into Equitable, which shall be the surviving corporation and shall continue to exist and be governed by the laws of the State of North Carolina under the corporate name of "Equitable Leasing Corporation," and the corporate existence of Tryon shall thereupon cease.

2. Articles of Incorporation of Surviving Corporation.

2.1 The Articles of Incorporation of Equitable shall be the Articles of Incorporation of the surviving corporation with the following noted changes:

(a) There shall be added to Section 3 of the Articles of Incorporation of Equitable a new subparagraph (f) as follows:

To buy, sell, and otherwise deal in notes, stocks, bonds, or other investments, including the right to hold, buy, sell, lease, mortgage or otherwise encumber, sell, and dispose of real and personal property of all kinds and descriptions. To subscribe or cause to be subscribed for, and to purchase or otherwise acquire, hold for investment, sell, assign, transfer, mortgage, pledge, exchange, distribute or otherwise dispose of the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations and other evidences of indebtedness of any corporation now or hereafter existing, and while owners of any of said shares of the capital stock or bonds or other property to exercise all rights, powers and privileges of ownership of every kind and description, including the right to vote thereon. To purchase, hold, sell, and reissue the shares of its own capital stock, and to purchase, hold, sell or otherwise dispose of any and all property, real and personal, incident to the carrying on of this business.

(b) Section 4 of the Articles of Incorporation of Equitable shall be deleted and in lieu thereof the following shall be inserted:

The aggregate number of shares which this corporation shall have authority to issue is Six Million (6,000,000) shares, consisting of only one class, at a par value of Twenty-five cents (\$.25) per share. Each share entitles the owner thereof to one vote as provided by law.

3. By-Laws of Surviving Corporation.

The By-Laws of Equitable as they shall exist upon the effective date of this Agreement shall be and remain the By-Laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

4. Directors of the Surviving Corporation.

The directors of Equitable in office on the effective date of this Agreement shall be the directors of the surviving corporation. If on the effective date of this agreement a vacancy shall exist on the Board of Directors, such vacancy shall be filled by the Board of Directors as provided in the By-Laws of the surviving corporation.

5. Manner of Converting Shares.

5.1 The manner and basis of converting shares of Tryon shall be as follows: For each share of \$10.00 par value common stock of Tryon outstanding upon the effective date of this Merger Agreement, there shall be exchanged 25 shares of the surviving corporation's \$.25 par value common stock.

When this Agreement becomes effective, each shareholder of Tryon shall surrender his or her certificate of shares of Tryon stock at the office of the First Union National Bank, Charlotte, North Carolina, transfer agent for the common stock of the surviving corporation and shall thereupon be entitled to receive a certificate or certificates for the number of shares of Equitable stock to which he or she is entitled and thereafter shall have no other rights with respect to the certificate or certificates surrendered. Upon the effective date of the merger, each shareholder of Tryon shall thereupon be deemed to be a shareholder of Equitable to the extent of the number of shares of common stock to which he or she shall be entitled as above set forth, whether or not certificates for Tryon stock are surrendered as herein provided, and any certificates of shares of Tryon stock shall thereafter be deemed cancelled.

5.2 All of the shares of the capital stock of Equitable issued and outstanding upon the effective date of this Agreement shall continue thereafter to be issued and outstanding shares of stock of the surviving corporation without surrender or exchange of any certificate or certificates by the holders thereof, except that the 524,877 shares of Equitable common stock held by Tryon shall be automatically cancelled and retired as of the effective date of the merger.

5.3 All shares of stock in the surviving corporation shall, when issued pursuant to the provisions of this Agreement, be deemed fully paid and non-assessable.

6. Representations and Warranties of Tryon.

Tryon represents and warrants to Equitable as follows:

6.1 Tryon is a corporation duly organized and existing and in good standing under the laws of the State of North Carolina; its authorized capital stock consists of 200,000 shares of Ten Dollar (\$10.00) par value common stock; and there are presently issued and outstanding 150,000 shares of said stock. All of Tryon's issued and outstanding shares of common stock are fully paid and non-assessable. As of the date of this Agreement no unissued shares of Tryon's common stock are reserved for issue or subject to any outstanding option, commitment or any other agreement to buy or sell any shares of its capital stock.

6.2 Tryon has delivered to Equitable true and complete copies of financial statements of Tryon for the fiscal year ended August 31, 1966, certified by Arthur Andersen & Co., certified public accountants, Charlotte, North Carolina, as well as unaudited financial statements for the period ended December 31, 1966, and said financial statements correctly and fairly represent the financial and business condition of Tryon as of the respective dates thereof, have been prepared in accordance with generally accepted accounting principles consistently maintained by Tryon during the periods under review, and contain no untrue statements of material facts or omit to state material facts required to be stated to make the statements there not misleading.

6.3 Tryon has no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, including without limitation, tax liabilities due or to become due and whether incurred in respect of or measured by any income for any period prior to December 31, 1966, or arising out of transactions entered into or any state of facts existing prior thereto, other than those which appear on

or are reflected on or accrued or reserved against in the financial statements for the period ended December 31, 1966, or in the notes thereto, which would have a material adverse affect on the financial condition of Tryon.

6.4 Tryon has filed all tax returns required by law and paid all taxes required by all governments when due and the amount set up as provisions for taxes on the December 31, 1966, financial statements are sufficient for the payments of all federal, state, county and local taxes in respect of the period then ended and for all taxable years ended prior thereto.

6.5 Tryon has good and marketable title to all of its properties and assets, real and personal, including those reflected in the appropriate December 31, 1966, financial statements (others than those disposed of in the ordinary course of business) subject to no mortgage, pledge, lien, conditional sale agreement, encumbrance or charge, except for liens reflected in the December 31, 1966, financial statements or described in the notes thereto, securing specific liabilities (with respect to which no default exists), and except for current taxes and assessments not delinquent, miscellaneous liens arising in the ordinary course of business, and restrictions, covenants, easements and minor imperfections of title, all of which taken in the aggregate do not have a material adverse affect on the financial condition of Tryon; since December 31, 1966, Tryon (i) has not sold, pledged, assigned or transferred any of its assets other than in the ordinary course of business, (ii) has not entered into any contract except in the ordinary course of business, and since said date (iii) there has not been any material adverse change in the financial condition of Tryon, and (iv) there has not been any material change in the method of transaction of business of Tryon.

6.6 There are no actions, suits, litigations, proceedings or investigations pending or threatened against or relating to or affecting Tryon which might result in any material adverse change in the property, assets, business, prospects or condition (financial or otherwise) of Tryon or in any material liability on the part of Tryon.

6.7 Tryon has not, since December 31, 1966, declared or paid any dividends on or with respect to its common stock other than its regular quarterly dividend in an amount not in excess of the dividend paid during the last quarter of 1966.

6.8 Tryon has heretofore delivered to Equitable duly authenticated, correct and complete copies of (i) its Articles of Incorporation and its By-Laws, all as amended to the date hereof; (ii) a list and description, certified by its president, of all securities (marketable or otherwise) owned by Tryon; (iii) a list, certified by its president, of all contracts to which Tryon is a party and upon the request of Equitable, Tryon will make available the originals of any such contracts for examination by Equitable or its agents or attorneys.

6.9 The execution and delivery of this Agreement has been authorized by the Board of Directors of Tryon, and subject to appropriate action by Tryon's shareholders pursuant to the laws of the State of North Carolina, Tryon has all of the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will cause a default under any material contract, agreement or arrangement to which Tryon is a party and will not violate any provision of Tryon's Articles of Incorporation, its By-Laws or any law, governmental regulation or order or decree of any court.

7. Representation and Warranties of Equitable.

Equitable represents and warrants to Tryon as follows:

7.1 Equitable is a corporation duly organized and existing and in good standing under the laws of the State of North Carolina; its authorized capital stock consists of 1,500,000 shares of Twenty-five cent (\$.25) par value common stock; and there are presently issued and outstanding 1,375,800 shares of said stock. All of Equitable's issued and outstanding shares of common stock are fully paid and non-assessable. As of the date of this Agreement, no unissued shares of Equitable's common stock are reserved for issuance or subject to any outstanding option, commitment or any other agreement to buy or sell any shares of its capital stock, except options for not more than 25,000 shares of common stock issued to officers and employees under its Employee Stock Option Plan approved by Equitable's shareholders on February 25, 1966, and an option to Miles S. Carpenter, a director of Equitable, dated August 17, 1960,

to purchase 5,000 shares of Equitable's common stock at a price of \$1.00 per share. Mr. Carpenter's option is not limited as to a time within which it must be exercised.

7.2 Equitable has delivered to Tryon true and correct copies of financial statements of Equitable for its fiscal year ended September 30, 1966, certified by Arthur Andersen & Co., certified public accountants, Charlotte, North Carolina, as well as unaudited financial statements for the period ended December 31, 1966, and said financial statements correctly and fairly represent the financial and business condition of Equitable as of said dates, have been prepared in accordance with generally accepted accounting principles, and contain no untrue statements of material facts or omit to state material facts required to be stated to make the statements therein not misleading.

7.3 Equitable has no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, including without limitation, tax liabilities due or to become due, and whether incurred in respect of or measured by income for any period prior to December 31, 1966, or arising out of transactions entered into or any state of facts existing prior thereto, other than those which appear on or are reflected on or accrued or reserved against in the financial statements as of December 31, 1966, or in notes thereto, which would materially affect the financial condition of Equitable.

7.4 Equitable has filed all tax returns required by law and paid all taxes required by all governments by the last acceptable date or within any extension granted, and the amount set up as provision for taxes on the December 31, 1966, financial statements are sufficient for the payment of all federal, state, county and local taxes in respect of the period then ended and for the taxable years ended prior thereto.

7.5 Equitable has good and marketable title to all of its properties and assets, real and personal, including those reflected in the appropriate December 31, 1966, financial statements (other than those disposed of in the ordinary course of business) subject to no mortgage, pledge, lien, conditional sales agreement, encumbrance or charge, except for liens reflected in the December 31, 1966, financial statements or described in the notes thereto, securing specific liabilities (with respect to which no default exists), and except for current taxes and assessments not delinquent, miscellaneous liens arising in the ordinary course of business, and restrictions, covenants, easements and minor imperfections of title, all of which taken in the aggregate do not have a material adverse affect on the financial condition of Equitable; since December 31, 1966 (i) Equitable has not sold, pledged, assigned or transferred any of its assets other than in the ordinary course of business, (ii) Equitable has not entered into any contract except in the ordinary course of business, (iii) there has not been any material adverse change in the financial condition of Equitable, and (iv) there has not been any material change in the method of transaction of business of Equitable.

7.6 There are no actions, suits, litigation proceedings or investigations pending or threatened against or relating to or affecting Equitable which might result in any material adverse change in the property, assets, business, prospects or condition (financial or otherwise) of Equitable or in any material liability on the part of Equitable.

7.7 Equitable has not since December 31, 1966, declared or paid any dividends on or with respect to its common stock.

7.8 Equitable has heretofore delivered to Tryon duly authenticated, correct and complete copies of its Articles of Incorporation and its By-Laws, all as amended to the date hereof.

7.9 The execution and delivery of this Agreement has been authorized by the Board of Directors of Equitable, and subject to appropriate action by Equitable's shareholders pursuant to the laws of the State of North Carolina, Equitable has all of the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. Under the terms of its Loan Agreement with Knights of Columbus dated October 29, 1962, and as subsequently amended, Equitable must have the written consent of the Knights of Columbus in order to increase its capital as provided for in this Merger Agreement. Equitable agrees diligently to seek the consent of the Knights of Columbus to the increase in authorized capital necessary to implement this Merger Agreement. Except as noted, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will cause a default under any material contract, agreement or arrangement to which Equitable is a party and will not violate any provision of Equitable's Articles of Incorporation, its By-Laws, or any law, or any governmental regulation or order or decree of any court.

8. Interim Operations of Constituent Corporations.

From and after the date hereof and until the effective date hereof, Tryon and Equitable will, except to the extent otherwise provided herein or waived in writing by action of the Board of Directors of either corporation, conduct their respective businesses and corporate activities only in the ordinary course.

9. Effective Date and Other Provisions.

9.1 This Agreement shall be submitted to the shareholders of Tryon for their consideration in accordance with and in the manner provided by the Business Corporation Act of the State of North Carolina and if this Agreement shall be adopted and approved by the affirmative vote of shareholders of Tryon holding at least a majority of the total number of shares of its issued and outstanding capital stock entitled to vote at a meeting of the shareholders duly and regularly held (all in the manner required by the Business Corporation Act) and if the Agreement shall be adopted and approved by the affirmative vote of the shareholders of Equitable holding at least a majority of the total number of shares of its issued and outstanding capital stock entitled to vote at a meeting of the shareholders duly and regularly held (all in the manner required by the Business Corporation Act) then this Agreement, when certified, signed, sealed and acknowledged in the manner required by law and filed in the office of the Secretary of State of North Carolina, shall be taken and deemed to be the Agreement and act of merger of Tryon into Equitable (which shall be the surviving corporation) to become effective on the effective date of this agreement as hereinafter set forth.

9.2 The effective date of this Agreement shall be the date of the filing of this Agreement in the office of the Secretary of State of North Carolina.

9.3 Equitable and Tryon, by mutual consent of their respective Boards of Directors or officers authorized by such Boards, may amend or modify this Agreement by written instrument executed by Equitable and Tryon prior to the submission of this Agreement to shareholders of said corporations. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time prior to the effective date of the merger by mutual consent of the Boards of Directors of Equitable and Tryon; either of the constituent corporations may by action of its Board of Directors terminate this Agreement by written notice to the other if the merger contemplated hereby does not take place on or prior to August 31, 1967; or if the aggregate agreed or appraised value of the shares of capital stock of the constituent corporations for which payment shall have been demanded pursuant to Section 55-113 of the Business Corporation Act exceeds \$350,000.00 unless the Boards of Directors of each of the constituent corporations takes affirmative action to the contrary. In the event of any such termination, each party shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby and neither party shall have any further liability or obligation of any nature to the other, except for its defaults hereunder.

9.4 Tryon hereby agrees that from time to time as and when requested by the surviving corporation or its successors or assigns, the proper officers of Tryon shall and will execute and deliver all such deeds and other instruments and will take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or effect in or confirm of record or otherwise to the surviving corporation, title to and possession of all property, rights, privileges, powers and franchises of Tryon and otherwise to carry out the purposes of this Agreement.

9.5 Tryon and Equitable represent and warrant each to the other that all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by such parties through its own agents and officers directly and without intervention of any person acting in the capacity of a broker or finder and that neither party has made any commitment to any person with respect to any commission in connection with this Agreement or the transactions contemplated hereby.

9.6 All notices, requests and other communications pursuant to this Agreement shall be made in writing and shall be delivered by certified mail, addressed to:

If to Equitable:

Equitable Leasing Corporation
1504 Northwestern Building
Asheville, North Carolina 28801
Attention: Robert G. Hageman, President

If to Tryon:

The Tryon Corporation
P. O. Box 2208
Gastonia, North Carolina
Attention: R. P. Caldwell, President

10. Conditions Precedent to Obligations of Equitable.

The obligations of Equitable hereunder shall be subject to the satisfaction of the following conditions except to the extent that any such conditions may be waived by the Board of Directors of Equitable prior to the effective date of the merger as hereinbefore defined:

10.1 All representations and warranties of Tryon set forth herein shall be substantially true and correct, in all material respects on the effective date, to the same extent as if made and given on such date.

10.2 Tryon shall have fully performed all covenants and agreements as set forth herein.

10.3 A certificate dated as of the effective date of this Merger Agreement and signed by the President and Treasurer of Tryon, to the effect that the conditions provided for in 10.1 and 10.2 hereof have been fulfilled, shall have been delivered to Equitable.

10.4 The Knights of Columbus shall have consented in writing to the increase in the authorized capital of Equitable provided for in this Merger Agreement.

10.5 The Merger Agreement shall have been approved by the requisite vote of the shareholders of Equitable and Tryon as provided for in this Agreement.

10.6 The property, assets and business of Tryon shall not have been materially affected in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, civil disturbance, act of God or the public enemy.

10.7 Equitable shall have received from each of the shareholders of Tryon who hold 10% or more of its presently issued and outstanding capital stock, or who, after the merger will hold 10% or more of the issued and outstanding capital stock of Equitable, and from each director of Equitable receiving Equitable stock as the result of the merger, a letter, in form and substance satisfactory to counsel for Equitable, (i) representing that all of the stock of Equitable to be received in the merger contemplated by this Agreement are being acquired for investment purposes only and not with a view to resale or other distribution thereof: (ii) specifying that he or she has received financial statements of Equitable and all other information requested concerning the business of Equitable which he or she believes necessary to enable him or her to make an informed investment decision: and (iii) agreeing that the certificates for all of the stock of Equitable to be received pursuant to this Agreement shall bear the following restrictive legend:

"The shares represented by this certificate may not be transferred nor will any assignee or endorsee hereof be recognized as the owner hereof by the corporation for any purpose unless a registration statement under the Securities Act of 1933, as amended, with respect to such shares shall then be in effect or unless the availability of an exemption from registration shall be established to the satisfaction of counsel for the corporation."

11. Conditions Precedent to the Obligations of Tryon.

The obligations of Tryon hereunder shall be subject to the satisfaction of the following conditions except to the extent that any such conditions may be waived by the Board of Directors of Tryon prior to the effective date of the merger as hereinabove defined.

11.1 All representations and warranties of Equitable set forth herein shall be substantially true and correct in all material respects on the effective date to the same extent as if made and given on such date.

11.2 Equitable shall have fully performed all covenants and agreements as set forth herein.

11.3 A certificate dated as of the effective date of this Merger Agreement and signed by the President and Treasurer of Equitable to the effect that the conditions provided for in Paragraph 11.1 and 11.2 hereof have been fulfilled shall have been delivered to Tryon.

11.4 This Merger Agreement shall have been approved by the requisite vote of the shareholders of Equitable and Tryon as provided for in this Agreement.

11.5 The property, assets and business of Equitable shall not have been materially affected in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, civil disturbance or act of God or the public enemy.

12. Execution of Counterparts.

This Agreement shall be executed in duplicate and for the convenience of the parties and to facilitate the filing and recording of this Agreement, any further number of counterparts may be executed and each such executed counterpart shall be deemed to be an original instrument.

In Witness Whereof, Equitable Leasing Corporation has caused this Agreement to be signed in its corporate name by its President and its corporate seal to be affixed hereto and attested by its Secretary and a majority of the directors of Equitable Leasing Corporation have hereunto set their hands under its corporate seal, attested by its Secretary, and The Tryon Corporation has caused this Agreement to be signed in its corporate name by its President and its corporate seal to be hereunto affixed and attested by its Secretary and a majority of the Board of Directors of The Tryon Corporation have hereunto set their hands under its corporate seal, attested by its Secretary, all as of the day and year first above written.

EQUITABLE LEASING CORPORATION

/s/ Robert G. Hageman

ROBERT G. HAGEMAN, President

ATTEST:

/s/ C. R. Shoemaker

C. R. SHOEMAKER, Secretary
(CORPORATE SEAL)

AND A MAJORITY OF THE DIRECTORS OF
EQUITABLE LEASING CORPORATION

/s/ Robert P. Caldwell

/s/ John Bohannon

/s/ J. W. Abernethy

/s/ Robert G. Hageman

/s/ A. L. Shuford, Jr.

/s/ Mark Davis

/s/ Charles L. Sigmon

/s/ Edward B. Rock

/s/ M. S. Carpenter

/s/ Thomas W. Warlick

/s/ Alex Shuford

ATTEST:

/s/ C. R. Shoemaker

C. R. SHOEMAKER, Secretary

(CORPORATE SEAL)

THE TRYON CORPORATION

By /s/ Robert P. Caldwell

President

ATTEST:

/s/ C. Shuford Abernethy, Jr.
C. SHUFORD ABERNETHY, JR.
Secretary

(CORPORATE SEAL)

AND A MAJORITY OF THE DIRECTORS OF
THE TRYON CORPORATION

/s/ Robert P. Caldwell

/s/ John Bohannon

/s/ J. W. Abernethy

/s/ Charles C. Turner

/s/ Maye M. Abernethy

/s/ Clair R. Mead

/s/ Mark Davis

/s/ John P. Mehaffey

/s/ C. Shuford Abernethy, Jr.

ATTEST:

/s/ C. Shuford Abernethy, Jr.
C. SHUFORD ABERNETHY, JR.
Secretary

(CORPORATE SEAL)