

7. Until the merger shall have become effective, none of the parties hereto shall, without the written consent of each of the other parties hereto authorized by resolution of a majority of each consenting party's entire Board of Directors, authorize any change in its capital structure, or declare or pay any dividend or make any other distribution to stockholders, or enter into any burdensome contract not entered into in the regular course of business.

8. This Plan and Agreement of Merger shall be submitted to the stockholders of each of the parties hereto at meetings called and held in accordance with the applicable provisions of law, and the consummation of this Plan and Agreement of Merger and the merger herein provided for are conditioned upon approval hereof by vote of the stockholders of the respective parties hereto as required by law.

9. THE STOCKHOLDERS OF THE MERGING COMPANIES TO THIS PLAN AND AGREEMENT OF MERGER ARE ENTITLED, UPON COMPLIANCE WITH THE PROVISIONS OF SECTION 12-1627 OF THE SOUTH CAROLINA BUSINESS CORPORATION ACT, TO BE PAID THE FAIR VALUE OF THEIR SHARES.

10. Upon compliance with the conditions hereinbefore specified, Articles of Merger setting forth, among other things, this Plan and Agreement of Merger, shall be delivered to the Secretary of State of North Carolina and to the Secretary of State of South Carolina for filing; and upon the completion of such filings, the merger herein provided for shall become effective at 11:59 P.M., Charlotte, North Carolina time, on December 29, 1973.