

amount in the aggregate to more than 10% of the issued and outstanding Common Stock of Auto. In the event of the termination and abandonment of this Plan and Agreement of Merger by the Board of Directors of any of the parties hereto as above provided, or if the stockholders of any of the parties hereto shall fail to adopt the same, notice shall forthwith be given to the other parties hereto, and thereupon this Plan and Agreement of Merger shall become void and of no effect and there shall be no liability on the part of any of the parties hereto or any director, officer or stockholder of any of them in respect hereof, except that the expenses theretofore incurred in connection with the preparation for the merger shall be paid by the parties hereto in proportion to the total number of shares of no par value Common Stock of American which the stockholders of the respective parties hereto would have received if the merger had been consummated.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be signed in their respective corporate names by at least a majority of the directors of each of them and their corporate seals to be hereunto affixed and attested by their respective Secretaries.

ATTEST:

W. A. Taylor
Secretary

(Corporate Seal)

AMERICAN DISCOUNT COMPANY OF GEORGIA

By E. P. Latimer

L. W. Barnard

Graham W. Denton

Herman A. Moore

Rutledge H. Hammond

Hugh A. Catney

M. E. Kilpatrick