



Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

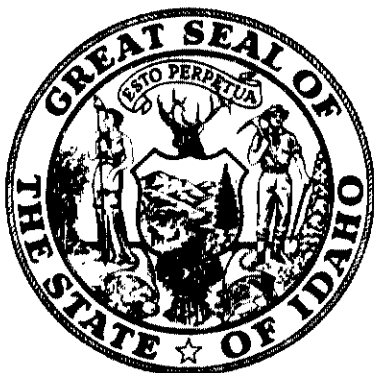
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of GARRETT FREIGHTLINES, INC.

into AIR FREIGHT SYSTEM, INC.,

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of Merger.

Dated December 16, 19 85.



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER
OF
GARRETT FREIGHTLINES, INC.
(DOMESTIC SUBSIDIARY CORPORATION)
INTO
ANR FREIGHT SYSTEM, INC.
(FOREIGN PARENT CORPORATION)

Pursuant to the provisions of Sections 30-1-75 and 30-1-77 of the Idaho Business Corporation Act, the undersigned corporation adopts the following Articles of Merger for for the purpose of merging Garrett Freightlines, Inc., a subsidiary corporation, into the undersigned, ANR Freight System, Inc., as the surviving corporation.

FIRST: The undersigned foreign corporation is incorporated under the laws of Delaware and the laws of such jurisdiction permit such merger.

SECOND: The attached Plan and Agreement of Merger was adopted by the undersigned corporation in the manner prescribed by the laws of the jurisdiction under which it is organized.

THIRD: The number of outstanding shares of each class of the subsidiary corporation and the number of such shares of each class owned by the surviving corporation are as follows:

<u>NAME OF SUBSIDIARY</u>	<u># OF SHARES OUTSTANDING</u>	<u>DESIGNATION OF CLASS</u>	<u># OF SHARES OWNED BY SURVIVING CORPORATION</u>
Garrett Freight- lines, Inc.	768	Common	768

FOURTH: On September 9, 1985, each shareholder of the subsidiary corporation of record on September 9, 1985 waived mailing of a copy of the Plan and Agreement of Merger set forth in Article Second.

FIFTH: The undersigned corporation hereby (a) agrees that it may be served with process in the State of Idaho in any proceeding for the enforcement of the rights of a dissenting shareholder of the above-mentioned subsidiary corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Idaho Business Corporation Act with respect to the rights of dissenting shareholders.

SIXTH: This merger shall be effective on December 28, 1985.

DATED: September 9, 1985.


ANR FREIGHT SYSTEM, INC.

By: 
Bruce A. Bullock, Secretary

By: 
Steve Bandrowsky, President

STATE OF COLORADO
COUNTY OF JEFFERSON

I, Mary E. Gasparovich, a notary public, do hereby certify that on this 9th day of September, 1985, personally appeared before me Steve Bandrowsky and Bruce A. Bullock, who, being by me first duly sworn, declared that they are the respective President and Secretary of ANR Freight System, Inc., that they signed the foregoing document as the respective President and Secretary of the corporation, and that the statements therein contained are true.


Notary Public for Colorado
Residing at: 314 Wright- Unit 301
Lakewood, CO 80228
My Commission Expires: 01/15/89

PLAN AND AGREEMENT OF MERGER
OF
ANR FREIGHT SYSTEM, INC.,
a Delaware corporation

AND

ASSOCIATED TRUCK LINES, INC.
a Michigan corporation

AND

GARRETT FREIGHTLINES, INC.
an Idaho corporation

AND

GRAVES TRUCK LINE, INC.
a Kansas corporation

THIS PLAN AND AGREEMENT OF MERGER (hereinafter referred to as this "Agreement") made and entered into as of this 1st day of August, 1985 by and among ANR FREIGHT SYSTEM, INC., a Delaware corporation (hereinafter sometimes called "ANRFS" or "Surviving Corporation"); and Associated Truck Lines, Inc., a Michigan corporation (hereinafter sometimes called "ATL"); Garrett Freightlines, Inc., an Idaho corporation (hereinafter sometimes called "GFL"); and Graves Truck Line, Inc., a Kansas corporation (hereinafter sometimes called "GTL"), such corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations".

WITNESSETH

WHEREAS, the authorized capital stock of ANRFS consists of 1,000 shares of Common Stock, par value of \$1 per share ("ANRFS Common Stock"), of which 1,000 are issued and outstanding. Each outstanding share of ANRFS Common Stock is entitled to vote on all matters submitted to the shareholders of ANRFS, including approval of this agreement; and

WHEREAS, the authorized capital stock of ATL consists of 2,000,000 shares of Common Stock, par value \$3 per share ("ATL Common Stock"), of which 1,177,675 shares are issued and outstanding at the date hereof, all of which is owned by ANRFS, and 5,000 shares of Preferred Stock, par value \$100 per share, of which none are issued and outstanding at the date hereof. Each outstanding share of ATL Common Stock being entitled to one vote on any matter submitted to the vote of the shareholders of ATL, including approval of this agreement; and

WHEREAS, the authorized capital stock of GFL consists of 3,100 shares of Common Stock, par value of \$1,660 per share ("GFL Common Stock"), of which 768 shares are issued and outstanding at the date hereof, all of which is owned by ANRFS. Each outstanding share of GFL Common Stock being entitled to one vote on any matter submitted to the shareholders of GFL, including approval of this agreement; and

WHEREAS, the authorized capital stock of GTL consists of 1,000 shares of Common Stock, par value of \$1 per share ("GTL Common Stock"), of which 1,000 are issued and outstanding at the date hereof, all of which is owned by ANRFS. Each outstanding share of GTL Common Stock being entitled to one vote on any matter submitted to the vote of the shareholders of GTL, including approval of this agreement; and

WHEREAS, the boards of directors of ANRFS and ATL, GFL, and GTL, respectively, have adopted resolutions approving this agreement in accordance with applicable provisions of the statutes of the States of Delaware, Michigan, Idaho, and Kansas.

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, ANRFS, ATL, GFL, and GTL have agreed, and do hereby agree, each with the others, as follows:

ARTICLE I

ANRFS, ATL, GFL, and GTL shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the States of Delaware, Michigan, Idaho and Kansas, by ATL, GFL and GTL merging into ANRFS, the latter being the Surviving Corporation.

ARTICLE II

When the merger shall become effective as provided in Article V of this agreement and in accordance with the applicable provisions of the laws of the States of Delaware, Michigan, Idaho and Kansas (such time being hereinafter referred to as the "effective date of the merger"):

1. The Constituent Corporations shall thereupon be a single corporation, which shall be ANRFS as the Surviving Corporation, and the separate existences of ATL, GFL, and GTL shall cease.

2. The Surviving Corporation shall thereupon and thereafter have all the rights, privileges, immunities and powers and be subject to all the duties and liabilities of a corporation under Delaware law and shall have and possess all the rights, privileges, immunities and franchises, public or private of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, warrants and all choses in action and all other interests of

or belonging to or due each of the Constituent Corporations shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired because of such merger.

3. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations and all debt, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; a claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if such merger had not taken place or the Surviving Corporation may be substituted in the place of such Constituent Corporation; and the rights of creditors and any lien upon the property of the Constituent Corporations shall not be impaired by such merger.

4. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of ATL, GFL and GTL, their respective shareholders, boards of directors and committees thereof, officers and agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to ATL, GFL, and GTL. The employees and agents of ATL, GFL, and GTL as of the effective date of this merger shall become the employees and agents of the Surviving Corporation and the directors and officers of ANRFS shall continue in office as the directors and officers of the Surviving Corporation until their successors shall have been elected and qualified.

5. The Articles of Incorporation of ANRFS as in effect on the effective date of the merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

6. The By-Laws of ANRFS as existing and constituted on the effective date of the merger shall be and constitute the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed.

ARTICLE III

Upon the effective date of the merger, the 1,177,675 shares of ATL Common Stock, the 768 shares of GFL Common Stock, and the 1,000 shares of GTL Common Stock shall be cancelled and retired and all rights in respect thereof shall cease.

ARTICLE IV

If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of ATL, GFL or GTL, the proper officers and directors of ATL, GFL, or GTL, respectively, shall, and will, execute and make all such proper assignments and assurance in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this agreement.

ARTICLE V

This merger shall be effective on December 28, 1985.

ARTICLE VI

This agreement shall be submitted to the sole stockholder of ATL, GFL, and GTL, as provided by law, and be deemed and be taken to be the Plan and Agreement of Merger of said corporations, upon the approval or adoption thereof by the stockholder of ATL, GFL, and GTL and the filing and recording of such documents, and the doing of such acts and things, as shall be required to accomplish the merger under the provisions of the applicable statutes of the States of Delaware, Michigan, Idaho and Kansas.

Anything herein to the contrary notwithstanding, this agreement may, subject to the laws of the States of Delaware, Michigan, Idaho, and Kansas, be amended, abandoned or postponed by the Constituent Corporations by appropriate action by their respective boards of directors at any time prior to the effective date of the merger for any reason deemed appropriate by said boards, notwithstanding approval of this agreement by the stockholder of ATL, GFL and GTL.

ARTICLE VII

The Surviving Corporation agrees that it may be served with process in the States of Michigan, Idaho, and Kansas in any proceeding for enforcement of any obligations of ATL, GPL, and GTL, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger provided for in this Agreement, and irrevocably appoints the secretaries of state of the States of Michigan, Idaho and Kansas as its agents to accept respective service of any such process. A copy of any such process shall be mailed by such Secretary of State to the Surviving Corporation, P.O. Box 5070, Denver, Colorado 80217, Attn.: General Counsel.

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly given by resolution adopted by its Board of Directors, has caused this agreement to be executed in its name by its President and its corporate seal to be affixed and attested by its Secretary.

ANR FREIGHT SYSTEM, INC.
a Delaware corporation

(CORPORATE SEAL)

By: Steve Bandrowsky
Steve Bandrowsky, President

ATTEST:

Bruce A. Bullock
Bruce A. Bullock, Secretary

ASSOCIATED TRUCK LINES, INC.
a Michigan corporation

(CORPORATE SEAL)

By: _____
Gary R. Denning, President

ATTEST:

Bruce A. Bullock, Secretary

GARRETT FREIGHTLINES, INC.
an Idaho corporation

By: _____
Woodrow P. Matthews, President

ATTEST:

Bruce A. Bullock, Secretary

GRAVES TRUCK LINE, INC.
a Kansas Corporation

By: _____
Charles V. Eggleton, President

ATTEST:

Bruce A. Bullock, Secretary