

State of Idaho

Department of State

CERTIFICATE OF AMENDMENT OF

TRANS - FORCE, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Amendment to the Articles of Incorporation of TRANS - FORCE, 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 Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles of Amendment.

June 19, 1992



Pete T. Cenarrusa
SECRETARY OF STATE

By

[Signature]

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**ARTICLES OF AMENDMENT
OF
TRANS-FORCE, Inc.
an Idaho Corporation**

The undersigned, as Directors of TRANS-FORCE, Inc., an Idaho Corporation, pursuant to actions taken as authorized by Idaho Code 30-1-59, hereby certify the following Articles of Amendment to the Articles of Incorporation of Trans-Force, Inc., have been effected by Resolution of the Board of Directors, and affirmative unanimous vote of the shareholders of said Corporation, all pursuant to Idaho Code 30-1-59, and that said amendments are as follows:

IX.

INDEMNIFICATION AND RELATED MATTERS

CLAUSE (a). POWER TO INDEMNIFY-THIRD PARTY ACTIONS. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equiva-

lent, shall not of itself create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, or had reasonable cause to believe that his conduct was unlawful.

CLAUSE (b). POWER TO INDEMNIFY-ACTION BROUGHT IN THE RIGHT OF THE CORPORATION. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, (including attorneys fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper.

CLAUSE (c). RIGHT OF INDEMNIFICATION. To the extent that a director, officer or employee or agent of the Corporation has been successful on the merits or otherwise in defense of any

action, suit, or proceeding referred to in Clauses (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him in connection therewith.

CLAUSE (d). DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION. Any indemnification under Clauses (a) and (b) (unless ordered by a Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in clauses (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

CLAUSE (e). ADVANCEMENT OF EXPENSES. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Clause (d) upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.

CLAUSE (f). SAVINGS CLAUSE. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, Agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as

to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

CLAUSE (g). INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

and further states that the Amendment was so adopted as hereinabove set forth, and the date of adoption of said Amendment by resolution of the Board of Directors as affirmatively voted upon unanimously was the 13th day of June, 1991; that _____ shares were issued prior to the adoption of the Articles of Amendment, and were entitled to vote upon the Amendment and did so, unanimously, as recorded in the Minutes of a Special Shareholders Meeting relating thereto, held pursuant to notice as required by Idaho Code; that the Amendment does not provide for an exchange, reclassification, or cancellation of issued share; that said amendment does not effect a change in the amount of state capital; and, further states that not Articles of the original Articles of Incorporation are changed or effective other than by the addition of Article IX.

SS (me)
DATED this 12 day of June, 1992. 1992-AS

Shirley R Schneider

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of June, 1992, before me the undersigned Notary Public, personally appeared Michael A. Schneider, known or identified to me to be the President of Trans-Force, Inc., and to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

Allen Schneider
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Spokane WA 99205
MY COMMISSION EXPIRES: Jan 1, 1996

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 12 day of June, 1992, before me the undersigned Notary Public, personally appeared _____, known or identified to me to be the Secretary of Trans-Force, Inc., and to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

Allen Schneider
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Spokane WA 99205
MY COMMISSION EXPIRES: Jan 1, 1996

VERIFICATION

STATE OF IDAHO)
) ss.
County of Kootenai)

I, Allen Schneider, a Notary Public for the State of Idaho, do hereby certify that on the 12 day of June, 1992, personally appeared before me Michael A. Schneider, who, being by me first duly sworn, declared that he is the President of TRANS-FORCE, Inc., an Idaho Corporation, that he signed the foregoing document as President of the Corporation, and that the statements therein contained are true.

Allen Schneider
NOTARY PUBLIC FOR IDAHO
RESIDING AT: Spokane, Wn. 99205
MY COMMISSION EXPIRES: June 1, 1996