

State of Delaware

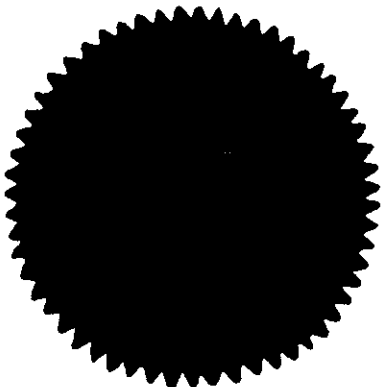


Office of Secretary of State.

I, Eugene Bunting, Secretary of State of the State of Delaware,
do hereby certify that the above and foregoing is a true and correct copy of
Certificate of Agreement of Merger of the "GREYHOUND LEASING & FINANCIAL CORPORATION",
a corporation organized and existing under the laws of the State of California,
merging with and into the "NORTHERN INVESTMENT CORPORATION", a corporation organized
and existing under the laws of the State of Delaware, under the name of "GREYHOUND
LEASING & FINANCIAL CORPORATION", as received and filed in this office the
seventeenth day of June, A.D. 1971, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be
governed by the laws of the State of Delaware.

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this twenty-eighth day
of October in the year of our Lord
one thousand nine hundred and seventy-one.



Eugene Bunting

Secretary of State

R. H. Caldwell

Asst. Secretary of State

AGREEMENT OF MERGER

First
AGREEMENT OF MERGER has been made as of this/day of June, 1971, between NORTHERN INVESTMENT CORPORATION, a corporation organized and existing under the laws of Delaware, (hereinafter called "Northern"), and GREYHOUND LEASING & FINANCIAL CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "GL & F") pursuant to which it is intended that GL & F shall be merged into Northern upon the terms and subject to the conditions herein set forth in accordance with the laws of the State of Delaware and the State of California.

Now, therefore, the parties, hereto, agree as follows:

ARTICLE 1

Merger

1.1 On the Effective Date of the Merger, as herein defined, GL & F shall be merged into Northern. The surviving corporation shall be Northern, which shall be renamed "Greyhound Leasing & Financial Corporation" and shall be incorporated under the laws of the State of Delaware. The corporate existence of GL & F, with all its purposes, powers and objects, except as provided in Section 2.1 hereof, shall continue unaffected and unimpaired by the Merger. The surviving corporation shall be governed by the laws of the State of Delaware and succeed to all rights, assets, liabilities and obligations of GL & F in accordance with the General Corporation Law of the State of Delaware. The separate

existence and corporate organization of GL & F, the California corporation, shall cease upon the Effective Date of the Merger and thereupon Northern and GL & F shall be a single corporation, to wit: Greyhound Leasing & Financial Corporation, a Delaware corporation, hereinafter referred to as the "Surviving Corporation".

1.2 If at any time after the Effective Date of the Merger the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of GL & F acquired or to be acquired by reason of or as a result of the Merger, GL & F and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of GL & F are fully authorized in the name of GL & F or otherwise to take any and all such action.

1.3 "Effective Date of the Merger" shall be June 30, 1971.

ARTICLE 2

Certificate of Incorporation; By-laws; Resolutions; Board of Directors;

Officers

2.1 The Certificate of Incorporation of GL & F as heretofore amended at the Effective Date of the Merger shall be further amended and, as so

amended, restated, so that it shall read in full as set forth in Exhibit 1 hereto, which is hereby incorporated and made a part of this Agreement. The Certificate of Incorporation as so amended and restated shall be the Certificate of Incorporation of the Surviving Corporation and may be further amended as provided by law. From and after the Effective Date of the Merger said Certificate of Incorporation, as so amended and as the same may be amended from time to time as provided by law, separate and apart from this Agreement, shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Corporation.

2.2 The By-laws of GL & F shall be the By-laws of the Surviving Corporation and are hereby so adopted as of the Effective Date of the Merger to remain in effect until the same shall thereafter be altered, amended or repealed in accordance with the law, the Certificate of Incorporation of the Surviving Corporation of said By-laws.

2.3 All corporate minutes and resolutions of GL & F shall become and be indemnified on the minutes of the Surviving Corporation and are hereby so adopted as of the Effective Date of the Merger to remain in effect until the same shall be altered, amended or repealed in accordance with the law, the Certificate of Incorporation of the Surviving Corporation or said By-laws.

2.4 The directors and officers of GL & F on the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation, until their successors shall have been elected and shall qualify.

2.5 If on the Effective Date of the Merger a vacancy shall exist in the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by the By-laws of the Surviving Corporation or by law.

ARTICLE 3

Conversion of Shares

3.1 On the Effective Date of the Merger:

(a) Shares of GL & F no-par value common stock issued and outstanding (excluding any shares held in GL & F treasury) shall be converted into common stock of the Surviving Corporation, par value \$1.00 as follows: One New share of common stock of the Surviving Corporation shall be exchanged for each 368 shares of no par value common stock issued and outstanding immediately prior to the Effective Date of the Merger.

(b) The 570 shares of common stock of Northern then issued and outstanding shall thereupon be converted into One (1) share of New \$1.00 par value common stock of the Surviving Corporation.

(c) Each share of no-par value common stock of GL & F held in GL & F's and Northern's treasury shall be cancelled and shall cease to exist.

(d) No fractional interest in a share of common stock of the Surviving Corporation resulting from the conversion of shares of GL & F no-par value common stock shall convey any voting or dividend right or any other right of a stockholder, and no certificate or scrip shall be issued or recognized representing any such fractional interest. In lieu thereof, each holder of GL & F no-par value common stock entitled to such a fractional interest, upon surrender of a certificate or certificates, which prior to the Effective Date of the Merger represented GL & F no-par value common stock, will receive a cash adjustment.

3.2 Unless and until such outstanding certificates, which formerly represented GL & F no-par value common stock, are so surrendered, no interest shall be paid on sums of money due to the holders of the cancelled GL & F no-par value common stock and the Surviving Corporation shall be allowed without charge to use the funds so held for any purpose until claimed. The funds may be claimed for a period of six years after the Effective Date of the Merger, the proceeds shall be remitted to such holders in accordance with their proportionate interest therein, but only upon surrender by them of their certificate or certificates of the cancelled GL & F no-par value common stock. Upon the expiration of such six-year period, any remaining proceeds shall become the property of the Surviving Corporation.

ARTICLE 4

Representations and Warranties of Northern

As of the date of this Agreement and as of the Effective Date of the Merger, Northern represents, warrants, and agrees with GL & F as follows:

Northern is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has corporate power and all necessary governmental authorizations to own all of its properties and assets and to carry on its business as presently conducted; is duly qualified to do business and is in good standing as a corporation in each jurisdiction where such qualification is required; Northern has the corporate power to execute and deliver this Agreement and has taken all action required by law, its Certificate of Incorporation, its By-laws or otherwise, to authorize such execution and delivery of this Agreement; this Agreement is a valid and binding agreement

in accordance with its terms; and Northern has the corporate power to participate in and effect the merger contemplated by this Agreement and the consummation of the transactions contemplated hereby will not result in any conflict with or breach or violation of, or default under Northern's Certificate of Incorporation or By-laws or any judgment, decree, agreement, or other instrument applicable to Northern.

ARTICLE 5

Representations and Warranties of GL & F

As of the date of this agreement and prior to the Effective Date of the Merger, GL & F represents, warrants, and agrees with Northern as follows:

GL & F is a corporation duly organized, validly existing and in good standing under the laws of the State of California; has corporate power and all necessary governmental authorizations to own all of its properties and assets and to carry on its business as presently conducted; is duly qualified to do business and is good standing as a foreign corporation in each jurisdiction where such qualification is required; and has the corporate power and is duly authorized to merge with Northern pursuant to this Agreement. The execution and delivery of this Agreement do not and will not result in any conflict with, or breach or violation of, or default under GL & F's Certificate of Incorporation or By-laws or any judgment, decree, or other instrument applicable to GL & F. The Board of Directors and stockholders of GL & F has taken all action required to be taken by it by law, its Certificate of Incorporation, its By-laws and otherwise to authorize the execution and delivery of this Agreement and the consummation of

the Merger, and this Agreement is a valid and binding agreement of GL & F in accordance with its terms.

ARTICLE 6

Termination

6.1 Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger:

(a) By mutual consent of Northern and GL & F

(b) By the Board of Directors of any constituent corporation notwithstanding approval of the agreement by the stockholders of all or any of the constituent corporations.

6.2 In the event of a termination pursuant to the provisions of Section 6.1, this Agreement shall become void and have no effect, without any liability on the part of either GL & F, or Northern or any officer or director thereof; provided, however, that the foregoing shall not release the corporation or any officer or director thereof from liability of a willful failure to carry out its respective obligations set forth in this Agreement.

ARTICLE 7

General

7.1 To the extent permitted by law, any provision of this Agreement may be waived at any time prior to the Effective Date of the Merger, by the party which is entitled to the benefit thereof, upon the authority of the Board of Directors of such party. To the extent permitted by law, any of the provisions

of this Agreement may be modified at any time prior to the Effective Date of the Merger by agreement in writing approved by the Board of Directors of each party and executed in the same manner (but not necessarily by the same persons) as this Agreement. Any action required by the Section 7.1 to be taken with Board approval may, to the extent permitted by law, be taken by an executive committee of the Board.

7.2 None of the representations or warranties made in or pursuant to this Agreement shall survive the Effective Date of the Merger.

7.3 This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and may not be modified or amended except by a writing duly executed by the party against whom the modification or amendment is asserted. Except as otherwise expressly provided herein, nothing contained in this Agreement is intended to confer on any person other than the parties hereto and their respective successors any rights and remedies by virtue of this Agreement.

7.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute the same Agreement.

7.5 The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

7.6 All notices and other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or mailed if delivered or mailed by first-class mail, postage prepaid, as follows:

(a) If to Northern to:

The Greyhound Corporation

The Greyhound Corporation

10 South Riverside Plaza

Chicago, Illinois 60606

(b) If to GL & F to:

Greyhound Leasing and Financial Corporation

10 South Riverside Plaza

Chicago, Illinois 60606

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the date first above written.

Attest:

NORTHERN INVESTMENT CORPORATION

(Seal)

Assistant S/F. G. Emerson
Secretary

By S/W. Carroll Bumpers
President

Attest:

GREYHOUND LEASING & FINANCIAL

(Seal)

CORPORATION

S/David H. Rentschler, Jr.
Secretary

By S/Richard L. Walters
Executive Vice President

CERTIFICATE OF SECRETARY
OF
NORTHERN INVESTMENT CORPORATION

(A Delaware Corporation)

The undersigned, Secretary of Northern Investment Corporation, a corporation organized and existing under the laws of the State of Delaware ("Northern") does hereby certify as such Secretary and under the seal of Northern that the Agreement of Merger to which this Certificate is attached after first being duly signed on behalf of said corporation was duly submitted to the holders of Common Stock of Northern, being the only stockholders of Northern entitled to vote in respect thereof, at an annual meeting of Stockholders of Northern duly held March 1, 1971, in accordance with the provisions of the laws of the State of Delaware applicable thereto; that persons holding of record at least two thirds of all shares of Common Stock of Northern outstanding and entitled to vote, voted for the adoption of said Agreement of Merger and that thereby said Agreement of Merger was duly adopted as the act of the stockholders of, and the duly adopted agreement of Northern.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
seal of Northern Investment Corporation (a Delaware corporation), this ^{First} day of

June, 1971.

(CORPORATE SEAL)

S/F. G. Emerson
Assistant Secretary

CERTIFICATE OF SECRETARY
OF
GREYHOUND LEASING AND FINANCIAL CORPORATION
(A California Corporation)

The undersigned, Secretary of Greyhound Leasing and Financial Corporation, a corporation organized and existing under the laws of the State of California does hereby certify as such Secretary and under the seal of Greyhound Leasing and Financial Corporation that the Agreement of Merger to which this Certificate is attached having first been duly signed on behalf of said corporation was duly submitted to the holders of Common Stock of Greyhound Leasing and Financial Corporation, at a Special Meeting of Stockholders of Greyhound Leasing and Financial Corporation duly held April 21, 1971, in accordance with the provisions of the laws of the State of California applicable thereto; that persons holding of record at least two thirds of all shares of Common Stock of Greyhound Leasing and Financial Corporation outstanding and entitled to vote, voted for the adoption of said Agreement of Merger; and that thereby said Agreement of Merger was duly adopted as the act of the stockholders of, and the duly adopted agreement of Greyhound Leasing and Financial Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Greyhound Leasing and Financial Corporation (a California corporation), this First day of June, 1971.
(CORPORATE SEAL)

S/David H. Rentschler, Jr.
Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the corporation laws of the State of California and that fact having been certified on said Agreement of Merger by the Secretary or an Assistant Secretary of each corporate party thereto, the President or any Vice President of each corporate party thereto, the President or Vice President of each corporate party thereto does now hereby attest said Agreement of Merger under the corporate seals of their respective corporations, as the respective act, deed and agreement of said corporations, on this First day of June, 1971.

(CORPORATE SEAL)

NORTHERN INVESTMENT CORPORATION

By S/W. Carroll Bumpers
President

ATTEST:

S/F. G. Emerson
Assistant Secretary

GREYHOUND LEASING AND FINANCIAL
CORPORATION

By S/Richard L. Walters
Executive Vice President

(CORPORATE SEAL)

ATTEST:

S/David H. Rentschler, Jr.
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BE IT REMEMBERED that on this 1st day of June, 1971,
personally came before me, a Notary Public in and for the County and State
W. Carroll Bumpers
aforesaid, / President of Northern Investment Corporation, a cor-
poration of the State of Delaware, and he duly executed said Agreement of
Merger before a corporation of the State of Delaware, and he duly executed
said Agreement of Merger before me and acknowledged said Agreement of
Merger to be his act and deed and the act and deed of said corporation and
the facts stated therein are true; and that the seal affixed to said Agreement
of Merger and attested by the Secretary of said corporation is the common
or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of
office the day and year aforesaid.

S/Martin G. Roth
Notary Public
My Commission Expires Dec. 31, 1974

(SEAL)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BE IT REMEMBERED that on this 1st day of June, 1971, personally
came before me, a Notary Public in and for the County and State aforesaid, Richard L
Walters, Exec. Vice President of Greyhound Leasing and Financial Corporation
a corporation of the State of California, and he duly executed said Agreement of
Merger before me and acknowledged said Agreement of Merger to be his act and
deed and the act and deed of said corporation and the facts stated therein are

true; and that the seal affixed to said Agreement of Merger and attested by an Assistant Secretary of said corporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

S/Martin G. Roth

Notary Public

My Commission Expires Dec. 31, 1974

(SEAL)

EXHIBIT I

CERTIFICATE OF INCORPORATION
OF
GREYHOUND LEASING & FINANCIAL CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

FIRST: That the name of said corporation shall be
GREYHOUND LEASING & FINANCIAL CORPORATION

SECOND: The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The corporation intends to engage in the primary business of acquiring and leasing equipment for industrial uses.

The general purposes for which the corporation is formed are:

1. To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description.

2. To acquire and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property and to undertake or assume the whole or any part of the obligations of liabilities of any person, firm, association or corporation.

3. To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the

United States of any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

4. To purchase, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock of, or any bonds, securities, or evidence of indebtedness created by any other corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof, to exercise all the rights, powers and privileges of ownership.

5. To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof, conducive to the attainment of any of the objects or purposes of the corporation.

6. To borrow money and issue bonds, debentures, notes and evidences of indebtedness and to secure the payment or performance of its obligations by mortgage, deed of trust, pledge or otherwise.

7. To purchase, hold, sell and transfer the shares of its own capital stock so far as may be permitted by the laws of the State of Delaware.

8. To have one or more offices within or without the State of Delaware, to carry on all or any of its operations and business and without restriction to limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey, or other-

wise dispose of real and personal property of every class and description in any of the states, districts, territories, or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, colony or country.

9. The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the corporation.

10. In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the State of Delaware upon corporations formed under the laws of the State of Delaware.

FOURTH: This corporation shall be authorized to issue only one class of shares of stock; the total number of said shares shall be one thousand (1,000); the aggregate par value of said shares shall be One Thousand Dollars (\$1,000); and the par value of each share shall be One Dollar (\$1.00).

FIFTH: The names and addresses of the incorporators are as follows:

| <u>Names</u> | <u>Addresses</u> |
|------------------|----------------------|
| S. H. Livesay | Wilmington, Delaware |
| F. J. Obara, Jr. | Wilmington, Delaware |
| A. D. Grier | Wilmington, Delaware |

SIXTH: That the city and county in which the principal office for the transaction of the business of said corporation is located is City of Chicago, County of Cook, State of Illinois.

SEVENTH: By-laws may be adopted, amended, or repealed by the board of directors.

EIGHTH: This corporation reserves the right to amend, alter, change or repeal any provisions contained in these articles of incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands and seals this 21st day of July, A.D. 1965.

S/ S. H. Livesay (SEAL)

S/ F. J. Obara, Jr. (SEAL)

S/ A. D. Grier (SEAL)

STATE OF DELAWARE }
COUNTY OF NEW CASTLE } ss:

BE IT REMEMBERED that on this 21st day of July, A. D. 1965, personally came before me, a Notary Public for the State of Delaware, S. H. Livesay, F. J. Obara, Jr. and A. D. Grier all of the parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Howard K. Webb

Notary Public

"
" Howard K. Webb "
" Notary Public "
" Appointed June 27, 1964 "
" State of Delaware "
" Term 2 years "
" " " " " " " " " " " " " " " " " " " "